

REQUEST FOR TASK PROPOSAL
FOR
PREPARATION OF AN
ENVIRONMENTAL IMPACT STATEMENT (EIS)
IN SUPPORT OF
AREA IV
OF THE
SANTA SUSANA FIELD LABORATORY (SSFL)

**** DE-RT30-07CC60021 ****

This Request for Task Proposal consists of the following Sections:

<u>Section</u>	<u>Description</u>	<u>Page</u>
Section A	General	1
Section B	Services Descriptions/Cost and Price	3
Section C	Statement of Work	5
Section D	Packaging/Marking	36
Section E	Inspection/Acceptance	37
Section F	Deliveries or Performance	38
Section G	Task Order Administration	39
Section H	Special Task Order Requirements	42
Section I	Task Order Clauses	46
Section J	List of Attachments	48
Section K	Offerors Statements	63
Section L	Instructions to Offerors	64
Section M	Evaluation Factors for Award	83

SECTION A

GENERAL

Request for Task Proposal Number: DE-RT30-07CC60021

Release of Solicitation: September 7, 2007

Proposal Due Date: October 10, 2007 (3:00 p.m. EDT)

TO: This Request for Task Proposal (RTP) is issued under the Department of Energy (DOE) Office of Environmental Management (EM) IDIQ Nationwide Contract (DE-AM09-05SR22402), Section H.10(b)3

Accelerated Remediation Co. Classification: 8(A) DE-AM09-05SR22399 146 Eastgate Drive Los Alamos, NM 87544	CDM Federal Services, Inc. Classification: Large Business DE-AM09-05SR22404 1440 Albemarle Point Place, Suite 210 Chantilly, VA 20151
C/P/E/Environmental Svcs LLC Classification: Small Business DE-AM09-05SR22405 2302 Parklake Drive, Suite 200 Atlanta, GA 30345-2907	Energy Solutions Federal Services, Inc. Classification: Large Business DE-AM09-05SR22406 1009 Commerce Park Drive, Suite 100 Oak Ridge, TN 37830
LATA-Sharp Remediation Svcs Classification: Small Business DE-AM09-05SR22401 999 Central Avenue, Suite 300 Los Alamos, NM 87544-3286	Pangea Inc. Classification: 8(a) DE-AM09-05SR22407 2604 South Jefferson Ave. St. Louis, MO 63118-1505
Tetra Tech NUS, Inc. Classification: Large Business DE-AM09-05SR22419 900 Trail Ridge Rd. Aiken, SC 29803	TN & Associates Classification: Small Business DE-AM09-05SR22403 1033 North Mayfair Road Milwaukee, WI 53226
TOLTest/WPS Joint Venture Classification: Small Business DE-AM09-05SR22400 1915 N 12 th Street Toledo, OH 43603-2186	URS Group, Inc. Classification: Large Business DE-AM09-05SR22402 1093 Commerce Park Dr., Suite 100 Oak Ridge, TN 37830

Request you provide your Task Proposal to the Designated Contracting Officer by 3:00 p.m. Eastern Time, October 10, 2007. As provided in H.10(c)3, Ordering Procedures, of the Basic Contract, the issuance of of the Task Order for Award shall be based Substantially on Technical Merit.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF TASK ORDER - ITEMS BEING ACQUIRED

This is a Cost Plus Fixed Fee (CPFF) Task Order. The Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Statement of Work (SOW). This work shall be performed under CLIN 001, Environmental Remediation/Waste Management Services of the DOE Environmental Management Nationwide Indefinite Delivery Indefinite Quantity (IDIQ) contracts.

B.2 CONTRACT LINE ITEMS (CLINs)

- A. The total estimated cost specified in Section B.3 includes costs for the specific tasks associated with the SOW.
- B. The total amount of fixed fee specified in Section B.3 is subject to the maximum fee percentage specified in the contractor's basic contract. In the event of a conflict between the amount of the fixed fee specified in Section B.3, when calculated as a percentage of the estimated cost(s), exceeds the maximum fee percentage specified in the basic contract, the maximum fee percentage specified in the basic contract takes precedence. Under the foregoing circumstances, the amount of the fixed fee will be calculated in accordance with the maximum fee percentage specified in the basic contract regardless of the amount specified in Section B.3. If the fixed fee amount is less than or the same as the percentage specified in the basic ID/IQ, then the amount specified in Section B.3 is applicable.

B.3 TASK ORDER COST AND FEE

The total task order cost and fee shall not exceed the funding available specified in B.4 below. The total cost and fee for this task order is:

TOTAL ESTIMATED COST: <<insert \$\$ at award>>
TOTAL FIXED FEE: <<insert \$\$ at award>>

TOTAL ESTIMATED COST
PLUS FIXED FEE: <<insert \$\$ at award>>

TOTAL ESTIMATED
TRAVEL COSTS: <<insert \$\$ at award>>

GRAND TOTAL: <<insert \$\$ at award>>

B.2 TASK ORDER FUNDING PROFILE

Subject to the availability of funds, the estimated funding for this task order is \$<<TBD>> Million at the time of award. The Task Order will be incrementally funded to provide funds for all allowable and allocable costs and fee incurred. The contractor shall assume the following funding profile for its activities:

<u>Fiscal Year</u>	<u>Funding Profile</u>
FY 2008	\$<<TBD>>
FY 2009	\$<<TBD>>
FY 2010	\$<<TBD>>
Total	\$<<TBD>>

B.7 LIMITATION OF FUNDS

In accordance with FAR Clause 52.232-22, entitled "Limitation of Funds" and B.4 of the basic contract, for this cost reimbursement task order, total funds in the amount of \$<<TBD>> are obligated herewith and made available for payment of allowable costs and fee. It is estimated that this amount is sufficient for performance of this task order through <<TBD>>.

SECTION C
STATEMENT OF WORK

**PREPARATION OF AN ENVIRONMENTAL IMPACT STATEMENT FOR
AREA IV OF THE SANTA SUSANA FIELD LABORATORY AND
ENVIRONMENTAL MEDIA SAMPLING AND ANALYSIS**

STATEMENT OF WORK

1.0 INTRODUCTION

1.1 This is a Cost Plus Fixed Fee Task Order issued under the DOE Environmental Management Nationwide Indefinite Delivery Indefinite Quantity (IDIQ) contracts, Contract Line Item (CLIN) 001. The purpose of the task order is for the contractor to provide environmental remediation services including the preparation of regulatory documentation associated with environmental remediation, i.e., an Environmental Impact Statement (EIS) and Area IV sampling and analysis. These efforts will be utilized in order to evaluate the potential environmental impacts associated with environmental restoration and waste management activities for remediation of DOE impacted areas within Area IV and associated closure of the Energy Technology Engineering Center (ETEC). The EIS will specifically focus on environmental restoration activities for Area IV, including soil and groundwater remediation, and the decontamination and decommissioning or dismantlement of Government buildings and structures. The facilities that are to be included in the EIS include all Area IV DOE owned radiological facilities, sodium facilities, and administrative facilities. The EIS contractor will be required to review all existing environmental data, previous sampling and analysis methodologies, and develop and determine the necessary new information that must be gathered to most effectively determine the nature and extent of potential contamination both within Area IV and adjacent to Area IV. This “gap analysis” will be critical to the EIS and will be interactively shared with the regulatory agencies, the stakeholders, and other interested parties. Sampling and Analysis will be in conformance with Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) standards.

- 1.2 The EIS shall be prepared in accordance with the Council of Environmental Quality's National Environmental Policy Act (NEPA) Implementing Regulations and the DOE NEPA Implementing Procedures. The Contractor shall be intimately familiar with Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA) and California Environmental Quality Act (CEQA) requirements. Understanding of these regulatory areas is critical to the success of proper evaluation of the Area IV remediation alternatives.
- 1.3 An Advanced Notice of Intent (ANOI) will be published in the Federal Register announcing DOE's intent to prepare an EIS. This process will begin initial public involvement activities, and actively involve all parties in the design of the process for public and regulatory involvement in the EIS. The Notice of Intent will be published in early calendar year 2008 and will announce the public scoping meetings and interactions to hear issues to be considered in the scope of an EIS for the remediation of Area IV.
- 1.4 The Santa Susana Field Laboratory (SSFL) is located atop a range of hills between the Simi and San Fernando Valleys, north of Los Angeles in Ventura County, California. The SSFL is owned and operated by The Boeing Company. The SSFL is divided into four administrative areas—Area I, Area II, Area III and Area IV. A 42 acre portion of Area I and all of Area II (404 acres), are owned by the Federal Government administered by the National Aeronautics and Space Administration (NASA) and operated by The Boeing Company. Areas I and III are operated and mostly owned by The Boeing Company. Areas I and III total 785 acres. The Boeing Company also owns a contiguous buffer zone of 1143 acres to the south and a contiguous buffer zone of 182 acres to the north. The westernmost 290 acres of the site, known as Area IV, and is owned and operated by The Boeing Company for DOE. Area IV was used primarily for research and component testing in nuclear, solar and geothermal energy development. The Energy Technology Engineering Center (ETEC) occupies about 90 acres within Area IV with various buildings being owned by the DOE. ETEC presently includes buildings which house test apparatus for large scale heat transfer and fluid mechanics experiments, mechanical and chemical test facilities, office buildings, and auxiliary support facilities. ETEC is surplus to the DOE's current mission and is undergoing closure. The site had numerous facilities, including some where chemical and radioactive substances were used. Contamination may exist in structures and the physical media including soils, surface and groundwater.

- 1.5 DOE issued an Environmental Assessment (EA) (DOE/EA-1345), Environmental Assessment for Cleanup and Closure of Energy Technology Engineering Center in 2003. The Department of Energy issued a Finding of No Significant Impact (FONSI) that determined that DOE would implement its preferred alternative of cleaning up radiological facilities and surrounding soils to a 15 millirem exposure per year standard plus As Low As Reasonably Achievable (ALARA). DOE determined that implementation of this alternative would be fully protective of future users of the site and did not significantly affect the quality of the human health or the environment within the meaning of NEPA. DOE decided not to prepare an EIS.
- 1.6 On May 2, 2007, the U.S. District Court for the Northern District of California (*Natural Resources Council et al. v. DOE et al.*) directed DOE to complete an EIS and Record of Decision for Area IV of SSFL, and “permanently enjoined the DOE from transferring ownership or possession, or otherwise relinquishing control over, any portion of Area IV until the DOE completed the EIS and issued a Record of Decision.” In addition, the Court Order required the DOE to consider the following:
 - The effects of possible contamination by other non-radiological toxic or otherwise hazardous materials
 - Address multiple exposures, i.e., chemical and radiological, as well as exposure to multiple radio nuclides
 - The suitability of the site for future residential use; and,
 - Possible radiological contamination of groundwater.

2.0 BACKGROUND

- 2.1 NEPA is the basic national charter for the protection of the environment. It establishes policy, sets goals, and specifies the process for carrying out the policy. In part, NEPA states that all Federal agencies shall "utilize a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and in decision making which may have an impact on man's environment." NEPA, at section 102(2)(C), requires Federal agencies to include in every recommendation or report on proposals for legislation and other major Federal actions significantly affecting the quality of the human environment, a detailed statement known as an EIS on: “(i) The environmental impact of the proposed action, (ii) Any adverse environmental

effects which cannot be avoided should the proposal be implemented, (iii) Alternatives to the proposed action, (iv) The relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity, and (v) Any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented.”

- 2.2 The Council on Environmental Quality's (CEQ's) NEPA implementing regulations, at 40 CFR §§1500-1508, are binding on all Federal agencies, and establish the minimum general requirements that assure NEPA compliance. These CEQ regulations establish a multistage process that describes how the agency is to analyze and describe to the public and the decision maker any significant environmental impacts that could result from carrying out a proposed action.
- 2.3 DOE has adopted additional binding agency-specific NEPA regulations that describe in greater detail how the agency will implement the requirements in the CEQ regulations. DOE's implementing regulations are published at 10 CFR § 1021.
- 2.4 The CEQ regulations at 40 CFR § 1502.10 provide a format for an EIS: (a) cover sheet, (b) summary, (c) table of contents, (d) purpose of and need for action, (e) alternatives, including the proposed action (sections 102(2)(C)(iii) and 102(2)(E) of NEPA), (f) affected environment, (g) environmental consequences (especially sections 102(2)(C) (i), (ii) (iv), and (v) of NEPA), (h) list of preparers, (i) list of agencies, organizations, and persons to whom copies of the EIS are sent, (j) index, (k) appendices (if any). The Contractor shall use this format in preparation of the Area IV EIS.
- 2.5 The sections of the Area IV EIS that describe the “purpose and need for agency action” will be written by DOE with support from the EIS Contractor. The proposed actions and range of alternatives to the proposed actions may change during document preparation as the result of further consideration, public comment, or external developments. The purpose of the EIS will have a specific objective. The need will either eliminate a broader underlying problem or take advantage of opportunities to effectively remediate Area IV. All other portions of the EIS as prepared by the Contractor are subject to independent review and verification of data and analyses by DOE and may need to be changed/modified accordingly.

- 2.6 EIS preparation requires an interdisciplinary approach that integrates use of the natural, physical, and social sciences and the environmental design arts. The preparers' disciplines must be appropriate to the identified scope and issues. For the Area IV EIS, the expertise needed in the NEPA document preparation team would include but is not limited to: waste treatment, management, and disposal; nuclear physics, radiation safety, health physics, various fields of engineering, surface and groundwater hydrology and water quality, geology and seismicity, air quality and meteorology, radioactive and chemical contaminant transport, traffic and transportation safety, terrestrial and aquatic ecology, radioecology, land use management, endangered species biology, soil science, wetland management, water resource planning, paleontology, archaeology and cultural resources, utility and infrastructure design, occupational and public health and safety, noise, socioeconomics, visual resources, recreation, landscape architecture, environmental justice, modeling, statistical analysis, and risk assessment, including analysis of accidents and intentional destructive acts. The Contractor shall know the requirements for environmental review under the CEQA. The Contractor shall prepare the Area IV EIS and provide feedback to DOE on how the Area IV EIS is either consistent or differs from what an Area IV Environmental Impact Report (EIR) would require under CEQA requirements.
- 2.7 The EIS is being prepared for Area IV of the SSFL pursuant to an order from the United States District Court of the Northern District of California. The DOE recognizes the need to prepare an EIS and fully endorses a thorough evaluation of all reasonable alternatives. DOE is pursuing an EIS as an optimal step in the process of successfully remediating Area IV. The EIS must include evaluation of a full range of reasonable alternatives and include analysis of any potential hazardous and radiological contamination. In addition, the EIS must evaluate previous actions undertaken in Area IV and any residual impact. The site also has significant interest from the general public, Federal and State regulatory agencies, and stakeholder groups. The EIS will be subject to rigorous review by each of the before-mentioned groups.

3.0 SCOPE

- 3.1 The objective of the SOW is to provide environmental remediation services, i.e. the preparation of an EIS for Area IV of the SSFL pursuant to Council on Environmental Quality regulations (40 CFR Part 1500-1509) and DOE NEPA

implementing procedures (10 CFR Part 1021). In addition, the contractor will be required to perform a Gap Analysis to determine any additional environmental sampling and analysis (if any) that may be necessary for a complete Area IV EIS alternative analysis to be performed. The Contractor will be required to identify the data gaps and physically gather whatever additional environmental data that is necessary to perform the Area IV EIS. The Contractor shall provide a summary report defining all the data that they gathered in support of the Gap Analysis. The Contractor will provide this report to the DOE prior to performing their detailed analysis of alternatives in support of the PDEIS.

- 3.2 This Statement of Work also outlines the tasks necessary to conduct environmental sampling to support a thorough and compliant EIS alternative analysis. The environmental sampling and analysis could cover any of the following media: water and sediment, soil, rock, air, biota and other environmental media.
- 3.3 The EIS will describe the remediation alternatives for Area IV based on the impacts to the environment, workers and the public. Action alternatives that meet the purpose and need for remediation and closure will also be described and analyzed for their environmental consequences. Environmental effects analyses will be conducted in the following areas: surface water and groundwater contamination and hydrology, soil contamination and geology, airborne contamination, ecological resources (endangered species and wetlands), waste management, transportation, socioeconomic, environmental justice, cultural and paleontological resources, and facility decontamination and decommissioning. Cumulative impacts will be analyzed to determine significance and effect on the environment. Measures which will avoid or mitigate potentially significant environmental impacts will be described.
- 3.4 The Contractor needs to integrate the EIR values, as stated in CEQA, into the Area IV EIS if regulatory negotiations lead to this conclusion. If it is determined during stakeholder involvement that an integrated EIS/EIR is the proposed path then the Contractor shall be responsible for performing this function.

- 3.5 The Contractor shall furnish all labor, materials, equipment, facilities, transportation, and incidentals necessary to perform in accordance with this statement of work.

4.0 APPLICABLE DOCUMENTS

The Contractor shall adhere to the statutes, regulations, and guidance per Section J, Attachment 1. If relevant, the DOE will provide the Contractor with applicable NEPA internal scoping procedures, public participation plan(s) and quality assurance plan(s), existing site policies and procedures and other regulatory and guidance documents.

5.0 TECHNICAL REQUIREMENTS

- 5.1 The Contractor shall submit to the Contracting Officer a disclosure statement as required by 40 CFR Section 1506.5 (c) before beginning work on the AREA IV EIS. If the Contractor decides that the appearance of a conflict of interest is possible or that a conflict exists, the Contractor shall describe the circumstances or conditions that create the conflict or appearance of conflict, and any mitigating measures the Contractor intends to implement to resolve the conflict or the appearance of a conflict. If the Contracting Officer determines that no mitigation will adequately address the conflict, the Contractor will not be assigned the task.
- 5.2 The Contractor shall comply with DOE and site owner safeguards and security requirements to obtain entry to DOE facilities and site facilities. The Contractor shall comply with DOE and site owner environment, safety, and health requirements.
- 5.3 The Contractor shall provide its own office space.
- 5.4 The Contractor shall use Microsoft Office for the preparation of all deliverable documents. The Contractor can use various types of models in support of preparation of the EIS. The Contractor shall provide all model input and output data to DOE.
- 5.5 The Contractor one month following contract execution shall prepare a Project Execution Plan consisting of: cost and schedule baseline, risk management, performance measurement, earned value management, baseline change control, resource loaded schedule with a work breakdown structure.

- 5.6 The Contractor shall implement a formal change control process and prepare a cost report that identifies the cost of a draft EIS and the basis of the cost estimates. Each revision of the cost report will be submitted to DOE for review so that the incremental costs of changes and corrections may be tracked. The basis of the cost estimates should include such categories as approach, cost assumptions, cost elements, direct labor, fringe benefits, direct costs, overhead, travel, general and administration, purchased equipment, purchased material, subcontracts, cost of facilities capital, inflation factor, etc.
- 5.7 The Contractor shall participate in a minimum one day meeting to be held either in the Government's office or in the vicinity of the SSFL site within 30 days of the Notice to Proceed (NTP). DOE will be required to have all Government furnished information to the Contractor no later than 20 days following NTP. This meeting will be with various stakeholders including Federal and State agencies (possibly Cooperating Agencies). The Contractor must be prepared to actively participate in the meeting and lead a discussion of the total time frame for the preparation of the EIS as well as the time frame related to any pre-scoping or scoping process.
- 5.8 The Contractor shall develop and implement a stakeholder involvement plan. The plan will include stakeholder/ public involvement opportunities including public meetings, focus group meetings, newspaper notices, and news releases/support. The Contractor shall prepare a draft plan utilizing information gathered by both the Contractor and DOE as part of the Pre-Scoping process. The Contractor shall prepare the draft plan and provide to the DOE. The DOE will share this plan with all stakeholders and discuss contents with all interested parties prior to this plan being approved by the DOE. Any Government comments will be incorporated into the final plan.
- 5.9 In developing the plan, the contractor will identify all interested stakeholders for inclusion in mailing lists and will assure that adequate cross-sections of the public are represented including interested citizens and environmental organizations, any affected low income minority populations, affected local, State and Federal agencies, and any other agencies with expertise concerning the environmental impacts to be addressed in the EIS.

- 5.10 The plan will address the timing of mail distributions and public notices. The latter will be issued at least two weeks prior to the scheduled public scoping meeting(s) and concurrent with filing of the Draft Environmental Impact Statement (DEIS) and Final Environmental Impact Statement (FEIS), respectively and at other times as deemed appropriate to announce public involvement activities. Notices will be published in the non-legal section of the newspaper(s) with copies sent to parties on the mailing lists. The DEIS newspaper notice will include both the notice of availability of the DEIS and the schedule and location(s) for the DEIS public meeting(s). The FEIS notice will notify the public of the availability of the FEIS. Notices will be drafted by the Contractor and submitted to the Government for approval prior to their release to the media. Draft news releases will be submitted in time to accommodate processing by the Government for publication in the news media (minimum 30 days prior to scheduled meetings or release of NEPA document). Development or support of the development of a minimum of 4 news releases will be part of the Contractor's scope. This will include: one prior to the scoping meeting(s); one concurrent with filing of the DEIS and prior to its public meeting(s); one concurrent with filing the FEIS; and one concurrent with the Record of Decision].
- 5.11 The Contractor shall identify a professional public affairs specialist to support the Area IV EIS. The stakeholder involvement plan will establish the appropriate format for each public meeting and any focused group meetings. There will be numerous stakeholder/public meetings in support of the preparation of the pre-scoping process, scoping process, screening phase, DEIS preparation, FEIS and ROD. All stakeholder/public meetings will be held near the location of the EIS site. The location will be convenient for the attendance of the affected public. In order to comply with Executive Order 12898 regarding environmental justice concerns, the stakeholder/public participation plan will incorporate means to include potentially affected minority and low income populations within the public involvement program. Public notices will be bilingual, if necessary to support a large population of non-English speaking residents. The plan will also incorporate public participation and notice requirements that apply to the presence of specific environmental resources or conditions, such as those required by the executive orders on flood plain management and wetland protection. All public documents, notices, and meetings will be concise, understandable and readily accessible to the public.

- 5.12 The Contractor shall prepare and update when necessary the active stakeholder/public mailing list, including all interested of affected agencies, interested parties, various news media and public libraries throughout the area of environmental impact, and individuals commenting during any phases of the EIS process. The stakeholder/public mailing list will be used for all phases of the EIS process from pre-scoping to the ROD. The mailing list(s) will be edited periodically to include those individuals responding to the scoping requests, part of the focused groups, other correspondents, and those individuals attending the public meetings: and delete those requesting removal from the list, changes in addresses, and undeliverable addresses. Electronic versions of the mailing lists or printed labels will be provided to the Government upon request. The Contractor shall also establish and staff a toll-free telephone line (if required) as part of the stakeholder involvement process.
- 5.13 The Contractor shall be responsible for preparing and publishing the Notice of Scoping Meeting(s) or other public meetings in newspaper(s) of general circulation within the affected area(s). The notices will be published in these newspapers approximately 14 days and 7 days prior to the scheduled meetings. The Contractor shall provide the draft notices for Government review at least 14 days prior to the proposed publication date. A copy of the public notice meeting will be mailed by the Contractor to the entire mailing list for receipt approximately two weeks prior to the scheduled meetings.
- 5.14 The Contractor shall be responsible for making arrangements for the DOE approved date, and time of each meeting or hearing; provide publicity, setup, registration for attendees, security, handouts, copy and distribution, audio, visual and computer support, language translator, and takedown support; assist in preparing written instructions for hearing officials, including opening and closing statements, if necessary; assist with preparing presentation materials; and provide timely distribution of transcripts and written comments to public reading rooms and interested parties.
- 5.15 The Contractor, in consultation with the Government, shall provide all logistic support (including leasing of a meeting room and obtaining the services of a court reporter and conduct the public scoping meeting(s) to gain input from the public concerning the scope of issues and level of analysis to be considered in the EIS. The DOE will work closely with the

Contractor when determining locations of the meetings and hearings and the Contractor shall make all the arrangements for the facilities.

- 5.16 The Contractor shall prepare in addition to meeting transcripts, a log of each comment of the results of agency and public scoping coordination. The report will include a spreadsheet or other tabular format for compiling and sorting public/stakeholder comments obtained at all of the scoping meetings. This will also include any comments received via email, regular mail or by phone. Upon compilation, the Contractor shall prepare draft responses for DOE approval.
- 5.17 The Contractor shall, in consultation with the Government, schedule and support several focus group meetings, progress review meetings related to screening process and eventual progress review meeting related to the EIS. The Contractor is expected to have in attendance members of EIS team to adequately address and answer any questions. In general the Contractor shall be required to meet with either the DOE or stakeholders at a minimum once per week throughout the contract performance period.
- 5.18 The Contractor shall develop and continue to update the bibliography, with data sources and reports noted. The updated bibliography will be incorporated into the DEIS. The bibliography will be limited to reference used in the EIS.
- 5.19 Prior to beginning substantive analytical evaluations towards development of the PDEIS, the Contractor should become familiar with Area IV. Specifically, the Contractor will be required to review all existing environmental data for all the environmental media associated with Area IV of the SSFL. In close contact and consultation with the DOE and regulatory/cooperating agencies, the Contractor will develop a Gap Analysis for the Area IV EIS. This Gap Analysis will identify any remaining environmental data that is necessary for an alternative evaluation to be performed under NEPA CEQ requirements.
- 5.20 The Contractor shall coordinate with DOE on acceptable levels of data analysis and on assumptions, analytical methods, and models. The Contractor is requested to identify areas of concern, develop a conceptual site model and identify data gaps. The Contractor shall utilize all available environmental data when analyzing impacts of the proposed action and each of the alternative actions in the EIS. This may include, but not be

limited to: conducting literature searches; modeling; preparing graphs, maps charts and tables; calculations; interpreting samples; interviewing experts; and documenting such research, analyses, or use of professional judgment in the absence of preexisting information. The Contractor shall be expected to utilize the information/data that will be generated as part of the screening phase and data generated from the Gap Analysis effort. The collected information will be included in the administrative record. The Contractor shall also evaluate if any additional characterization data would be necessary in order to complete an Area IV EIR. The Contractor shall provide this information in writing to the DOE as part of the Gap Analysis.

5.21 Project Work Plan Development. The Contractor shall prepare a project Work Plan for the Sampling and Analysis work in this SOW. The draft Work Plan (20 copies) shall be submitted for review by DOE and cooperating agencies. The Contractor shall resolve all review comments in a written response before field work is initiated. The Work Plan shall include a detailed description of the proposed implementation activities; a time schedule for those actions; and personnel and equipment requirements. This Work Plan shall also include the following:

- Sampling and Analysis Plan (SAP)
- Quality Assurance Project Plan (QAPP)
- Health and Safety Plan (HSP)

The Contractor needs to integrate this effort with the current site procedures that exist at SSFL for this type of work.

5.22 Sampling and Analysis Plan (SAP). The Contractor shall develop a SAP consisting of a detailed description of the Contractor's approach to, and the technical rationale for the environmental data sampling and analysis. At a minimum the SAP shall include:

- Identification of Contractor personnel and lower-tier personnel responsible for implementing the environmental sampling.
- Identification of all required equipment, materials and supplies for completion of the sampling and analysis.
- Plans and Data Quality Objectives for all sampling procedures to be undertaken, including plans and objectives for any site preparation activities.

- The methods of sample acquisition, preparation and analysis.
- References to all appropriate State and Federal regulations for completing the sampling and analysis effort.

5.22.1 Split Sampling

The Contractor, coordinating with EPA and State personnel, shall collect split samples: (soil, water, waste, sediment, etc.). Using an EPA approved laboratory, the sampling activities shall be in conformance with EPA, Region IX Field and Sampling Protocols. The contractor shall be responsible for obtaining and submitting blanks and spikes. The contractor shall ensure that split samples shall not exceed holding times, established by EPA, and shall ensure that there will not be any weekend deliveries to the laboratory. EPA may overview the contractor in the field.

5.23 Quality Assurance Project Plan (QAPP). The Contractor shall develop a QAPP containing data management and field/laboratory quality assurance procedures, including, as a minimum:

- Project Description
- Project organization and Responsibilities
- Quality Assurance Objectives for Measurement
- Sampling Procedures
- Sample Custody
- Calibration Procedures
- Analytical Procedures
- Data Reduction, Validation and Reporting
- Internal Quality Control
- Performance and Systems Audits
- Preventive Maintenance
- Data Assessment Procedures
- Corrective Actions
- Quality Assurance Reports

5.24 Health and Safety Plan (HSP). The Contractor shall develop a project HSP that will address general requirements to ensure safe working conditions during sampling and analysis and other environmental data collection activities. The components of this plan shall include the following, supplemented by pertinent site specific requirements:

- Requirements for personal protective clothing and equipment.
- A detailed description of safety monitoring equipment and the analytical accuracy it provides.
- Procedures for communication with various emergency response organizations such as police, fire department and hospital, as well as other stakeholders.
- A contingency plan for responding to unexpected releases of contaminants from the site.
- Decontamination procedures for personnel and equipment.

The project HSP shall provide for the designation of a Site Health and Safety Officer and an alternate to be responsible for enforcement of the program.

References, such as American National Standards Institute Standard z88.2-1980, American National Standard Practices for Respiratory Protection; National Institute of Occupational Safety and Health Publication No. 8114, Personal Protection Equipment for Hazardous Materials Incidents; and 51 FR45654, December 19, 1986, 29 CFR Pt. 1910.120, Hazardous Waste Operations and Emergency Response: Interim Final Rule, Department of Labor, OSHA, shall be consulted in the preparation of this plan.

5.25 Field Work

5.25.1 SSFL Site Procedures. The Contractor shall work closely with DOE with respect to access to the SSFL. The Contractor can adopt the Boeing Site radiological procedures and other applicable procedures in order to perform the field sampling and analysis work. The DOE will make available these procedures prior to the issuance of the NTP. The DOE will work with the Contractor to establish the necessary arrangements for Contractor access to the SSFL site in order for implementation of the work as defined in this SOW.

- 5.25.2 Utility Clearances and Permits. The Contractor shall be responsible for obtaining the appropriate digging permits from the site and shall be responsible for coordinating all utility clearances with the property owner. The Contractor shall take all reasonable precautions to protect persons and property near the work site, and shall restore the site to its original state when the field work is complete.
- 5.25.3 Groundwater Sampling. Groundwater shall be analyzed for those contaminants as identified in the Gap Analysis. The quantity of samples will be based on data from the Gap Analysis and actual field observations. The lab used by the contractor is required to be an EPA approved lab.
- 5.25.4 Drilling Equipment. Drill rig, drilling pipe (augers and pipe), work surfaces, and all other associated equipment shall be free of contamination before entering site. The drill rig, drilling pipe (augers and pipe), work surfaces, and vehicle wheels shall be steam-cleaned using a high temperature, high pressure steam cleaner before entering the work site. The drill rig and all associated equipment shall be decontaminated before leaving the site. Any other vehicle and/or equipment which come into contact with contaminated soils shall be decontaminated. All decontamination procedures shall follow the Project Work Plan. All liquids generated during decontamination procedures shall be collected and disposed of in accordance with Federal and State regulations.
- 5.25.5 Soil/Sediment Sampling. Soil, sediment and rock shall be analyzed for those contaminants as identified in the Gap Analysis. The quantity of samples will be based on the Contractor review of existing data and comments that will be provided by the various stakeholders. The EIS Contractor shall provide a complete evaluation of data needs and a recommendation to DOE on what gaps are present. This information will provide the basis for the Gap Analysis.

5.25.6 Other Environmental Media. Biota and any other environmental media have the potential to be analyzed as part of the Gap Analysis. The quantity of this type of sampling will be based on the Contractor evaluation of existing data. The EIS Contractor shall provide a complete evaluation if any additional environmental media requires characterization. This information will be provided in the Gap Analysis.

5.25.7 Transportation/Disposal. The Contractor shall specify the equipment, personnel, material, and/or subcontractors for transportation/disposal of any sampling efforts waste material (investigatory derived waste). The Contractor shall identify any RCRA or radiological waste material. The Contractor shall identify and perform any additional testing necessary to ensure compliance with disposal requirements. Transportation/disposal of waste material will meet all applicable Federal and State laws and regulations. Transport of all wastes shall be by a transporter registered with the State of California to transport hazardous wastes. The Contractor shall be identified as the generator of all wastes resulting from any operations under this contract and shall be responsible for signing all hazardous waste manifests. A return manifest, signed by the company accepting custody of the waste, shall be sent to the DOE Contacting Officer for this effort.

5.26 The Contractor shall support the DOE in gathering and assembling into a concise and descriptive statement the proposed activities to be addressed in the EIS. Information will be formatted for inclusion as the Description of Proposed Actions and Alternatives section of the EIS. The narrative shall identify all the relevant data and activities necessary to describe the proposed actions and alternatives.

5.27 The Contractor shall prepare a PDEIS for all of Area IV in accordance with the following requirements:

- Implementation of Baseline Environmental Conditions. The Contractor will use environmental reports and data furnished by the DOE and prepare narratives documenting baseline environmental and socio-economic conditions. The Contractor shall assemble and review existing data describing the environmental resources of the study area. The Contractor will also

utilize the most recent data generated as part of their most recent sampling and analysis efforts. The Contractor will visit Area IV of SSFL and adjacent areas in order to gather data. The information assembled must be sufficient to (1) assess the environmental, historic, economic and social values that will be affected, either beneficially or adversely, by the proposed actions and alternatives and (2) demonstrate compliance with related environmental requirements, and (3) evaluate proposed actions and all connected actions (40 CFR 1508.25). Connected Actions are independent parts of a larger action and depend on the larger action for their justification.

- The EIS Contractor utilizing their review of existing data and consultation with DOE and the regulators will develop a Gap Analysis. The Contractor shall coordinate with the DOE to determine the validity of data to be incorporated into the PDEIS.
- Preparation of Preliminary Draft EIS (PDEIS). Using information describing the proposed actions and alternatives, baseline environmental information, scoping information, and information gathered as part of planned additional characterization efforts; the Contractor shall address the impacts anticipated from the proposed action and its alternatives. The PDEIS will be prepared in conformance with both the CEQ regulations and DOE Order 451.1B.
- Analysis. The Contractor is responsible for identifying, documenting, and analyzing relevant conditions, issues, and effects associated with the proposed action and alternatives. This document should be structured so as to include only the data to perform the analysis. The Contractor is required to use all data available and relevant to perform their alternative evaluations. Alternatives that fulfill the purpose of the project and need shall be evaluated in detail. A robust range of alternatives will include options for avoiding significant environmental impacts. The PDEIS should provide a clear discussion of the reasons for elimination of any alternative.

- Format of the PDEIS. The format to be used is the one specified in the CEQ regulations. The text shall be error free, complete, clear, concise, and grammatically correct. The main text of the report shall be written in a manner suitable for reading by persons not professionally trained for the technical subject discussed. Acronyms shall be used only on a limited basis. Any acronyms used shall be defined on first use and included in a list of acronyms page.
- Submittal No.1 of PDEIS. The Contractor shall submit 20 copies of the PDEIS to the Government for review and comment. The Government will use this step as part of the cooperating agencies/regulators request for review of draft documents.
- Preliminary Draft EIS Review Meeting. After the PDEIS has been submitted to the Government and cooperating agencies/regulators for review, the Government will furnish comments to the Contractor. A meeting between the Contractor, the Government and the cooperating agencies/regulatory agencies will be held at the Government offices. The meeting will discuss the comments and resolve any problems or questions that may arise. The meeting will also discuss the Notice of Availability (NOA) that will be required to announce the availability of the DEIS to the public and the upcoming public meeting. The Contractor's Project Manager, and any other key personnel that the Government deems necessary, will attend this PDEIS review meeting.
- Submittal No. 2 of PDEIS. The Contractor shall incorporate all comments into a revised PDEIS for further Government and cooperating agency/regulatory agency review and approval. The Contractor shall distribute 20 copies of PDEIS Submittal No. 2 to the Government for review and approval.

5.28 Following the review and acceptance of the PDEIS by the Government, the Contractor shall proceed with the preparation of the DEIS document.

- The front cover of the DEIS (and FEIS) shall contain the title of the document, the DOE name, date of official release (month and year), and the name of the Contractor who prepared the document.

- Upon approval of the DEIS by the DOE, the Contractor shall provide an electronic file in Microsoft Office and 50 printed copies. The Contractor shall provide mailing labels for public distribution of the DEIS. The Contractor shall be responsible for reproduction and distribution of the DEIS to the public.

- 5.29 The Contractor shall prepare a draft and final Notice of Availability (NOA) of the DEIS for Government approval. The locally published NOA should also give the location and the date and time of the public meeting(s) for receiving comments on the DEIS. After consulting with the Government, the Contractor shall prepare and advertise the NOA in the non-legal section of the local newspaper or newspapers as per defined in the public participation plan. The Contractor shall also prepare a draft news release for Government approval. The draft NOA and [news release] will be timed for publication concurrent with the filing of the DEIS, at least 30 days prior to the date of the public meeting(s). The Contractor shall distribute the NOA to the entire mailing list approximately 30 days prior to the scheduled meeting(s).
- 5.30 The Contractor, in consultation with the Government, shall schedule, provide all logistic support, and conduct the public meeting(s) for DEIS review. The public meeting should be held no earlier than 30 days after the NOA appears in the Federal Register. The Contractor shall follow the agreed upon schedule and processes as will be defined in the stakeholder involvement plan that will be in place as part of this effort. The details of how the public meetings will be structured will be defined in the stakeholder involvement plan. Contractor shall provide a court reporter to transcribe each meeting and prepare a summary report for each public meeting, with a hard copy of the transcript attached, for Government review.
- 5.31 The Contractor shall prepare the DEIS and PFEIS in accordance with the CEQ regulations and this task will include the following:
- Responses to Public Comments on DEIS. The Contractor, in coordination with the Government and the cooperating agencies, shall prepare responses to public comments on the DEIS and provide fifty (50) copies of the comments and drafted responses to the Government and cooperating agencies for review and comment. Responses to comments may also include

additional tables, graphics or additional data for review and incorporation into the text or appendices of the FEIS as well as corrected text from the DEIS. The Contractor shall coordinate with the Government on the method to be used for comment/response, identifying major comments and any conflicting comments. A one-day progress review meeting will be held at the Government's office to coordinate responses to comments. All responses will be subject to approval by the Government prior to finalization for inclusion in the PFEIS.

- Preliminary FEIS (PFEIS). The Contractor shall incorporate the approved revisions and responses to comments into a PFEIS. Twenty (20) copies of the PFEIS and one electronic version will be submitted to the Government, and additional copies will be provided to regulatory/cooperating agencies for review and approval. Additional agency comments will be incorporated into the PFEIS, as directed by the DOE.
- PFEIS Administrative Review. The Contractor shall prepare a full version PFEIS for Government review and approval. The PFEIS should show the contents, page layout, paper quality, cover quality, print quality, tables, graphics, photographs, and related appearance criteria. The PFEIS format will be the same as for the PDEIS outlined above. The use of high quality graphics, photos, and other illustrative materials is required. Twenty (20) copies of any required revisions to the PFEIS will be furnished to the Government for final review and approval. If necessary, a PFEIS administrative review meeting will be held to resolve any open issues.
- Submittal No.2 of the PFEIS. The Contractor shall include all comments into the revised PFEIS for further DOE and regulatory agency/cooperating agency review. Following DOE review and acceptance, the Contractor shall proceed with the FEIS.

- 5.32 The Contractor shall provide the following support for preparation, filing, and notice of the FEIS
- Draft NOA for FEIS. The Contractor shall perform the same tasks for the publication and distribution of the NOA for the FEIS as it did for the NOA for the DEIS Publication of the NOA.
 - Printing, Mailing and Filing FEIS. The Contractor shall provide two printed copies (plus additional copies for mailing), and an electronic copy of the FEIS to the Government. The Contractor shall also provide printed mailing labels for distribution of the FEIS. The Contractor shall be responsible for reproduction and distribution of the FEIS to the public. The DOE will file the FEIS with EPA. The waiting period for the FEIS, during which review and comments may be made, shall be 30 calendar days after EPA's NOA appears in the Federal Register.
 - Responses to FEIS Comments. Any comments received on the FEIS shall be addressed by the Contractor, in draft and final letter format, after coordination with the DOE and, if necessary, any affected cooperating agency. All responses must be approved by the Government. A final response to comments document shall be prepared and provided to the DOE. The Contractor shall provide 50 copies and electronic copy of the Final Response to Comments document when they provide the FEIS.
- 5.33 The Contractor shall prepare a preliminary draft and final draft ROD as well as its NOA for publication locally. The Contractor's responsibilities for the publication and distribution of this NOA shall be the same as for the NOA for the FEIS. The DOE will be responsible for the publication of its notice of availability in the Federal Register.
- 5.34 The Contractor shall prepare and assemble the Administrative Record (AR) and furnish it to the Government after the ROD is signed. The AR is the entirety of the information relied upon to prepare the EIS. The AR is inclusive of all information and analyses either generated or obtained from other sources, or used to support documentation and analyses. A complete AR is the entirety of the information relied upon within the Contractor's possession plus all information in other locations

listed in the references. Information listed in the references at other locations does not have to be included. The Contractor shall organize the information composing the Administrative Record as an accessible file, indexed by topic to the extent possible, and submit this record to the Government. The AR File for the EIS is the property of the Government. The DOE may direct the Contractor to transfer the AR file to DOE at any time during the EIS preparation process and the Contractor shall comply within five days of notification.

- 5.35 The Contractor, with Government assistance, shall develop a specific milestone schedule to complete the EIS process for this action. The detailed project schedule will be presented by the Contractor within 10 days following the "kickoff" meeting, indicating the critical path(s) of the efforts required to complete the EIS as outlined in the tasks described above. The Government will approve the schedule or recommend changes within 10 working days of receipt. The project schedule should reflect the Government goal to complete the FEIS document by September 30, 2009. This includes the issuance of the Record of Decision. This schedule will be used by the Contractor to manage work on the EIS and by the Government to monitor the progress of work on a monthly basis. The schedule will also include specific dates that demonstrate when milestones will be met. A copy of the schedule, with any revisions or updates, and status of the project milestones will be presented in the monthly progress reports.
- 5.36 The Contractor shall be required to prepare and submit brief monthly progress reports on the status of the EIS to the Government's Contracting Officer. The monthly reports shall contain accurate, up-to-date accounts of all major work accomplishments and outstanding issues. The report will include a list of remaining milestones to be accomplished. Completion of work will be documented in these progress reports. The first monthly progress report will be due one month after notice to proceed is given to the Contractor. Subsequent monthly progress reports will be due by the 15th of each month.
- 5.37 The Government reserves the right to request unscheduled meetings with the Contractor to review and discuss the progress and to discuss any problems or concerns that may arise. The Contractor may also request meetings with the Government. Dates and locations for these meetings shall be

mutually agreed upon as necessary. It is anticipated that an estimated six (6) unscheduled meetings will need to be attended by the Contractor's project manager, and would involve travel to the Government's office or a similar distance for meeting with cooperating agencies or other organizations.

6.0 EIS ANALYSIS REQUIREMENTS

- 6.1 The Contractor shall use existing data (plus the additional sampling and analysis they will be gathering) to complete the EIS. The DOE will furnish the Contractor historical project related information. for the proposed action and its alternatives. The Contractor shall use the information/data to assist the DOE in preparation of the Description of the Proposed Actions and Alternatives. The Contractor shall assemble and review existing data describing the environmental resources, environmental conditions, historic and archeological properties, economy, and social structures of the areas to be potentially impacted. The Contractor shall use existing information from Governmental agencies to the maximum extent possible. The information assembled must be sufficient to assess the environmental, historic, economic, and social values that will be affected, either beneficially or adversely, by the proposed actions and alternatives Throughout this process, pertinent data gaps (if any) that have a bearing on the analyses shall be reported to the Government immediately upon identification.
- 6.2 To establish the data for the PDEIS, the following services are required at a minimum:
 - 6.2.1 Materials. The Contractor shall obtain materials including existing aerial photos, maps, documents, reports and correspondence, and lists of contacts.
 - 6.2.2 Agency Communications. The Contractor shall work with the Government on establishing communications with all activities or agencies that will be expected to either participate in this EIS process or be consulted about it.
 - 6.2.3 Site Visits/Field Surveys. The Contractor shall conduct visits to the potentially impacted local areas, with a multi-disciplinary team, to become knowledgeable about the proposed action and its alternatives, obtain information, conduct interviews, and analyze impacts. Field surveys will be limited to gathering existing data required to complete analyses of project impacts. The Contractor shall identify any data deficiencies that could require

additional field research. . These data deficiencies are what will make up the Gap Analysis.

- 6.2.4 Economic Impact Analyses. The Contractor shall perform regional economic impact analyses of the proposed action and its alternatives using accepted analysis techniques. Socioeconomic setting data will be gathered from existing sources. The socioeconomic analyses should examine the effects of the proposed action and its alternatives on the availability of local housing and on the ability of the affected, local infrastructure (i.e., traffic, school, hospitals, municipal services, etc.) to accommodate any increased demands to be potentially placed upon them.
- 6.2.5 Cultural Resources. In implementing as part of this EIS process the Advisory Council on Historic Preservation's regulations entitled, Protection of Historic Properties, and found at 36 CFR Part 800, the Contractor shall review current historic property documents provided by the Government and the regulatory/cooperating agencies. The Contractor shall also request documents from the State Historic Preservation Officer and relevant academic and local area sources. Relevant information from these documents must be included in the cultural resource sections of the PDEIS. These documents can include local or regional histories, archeological surveys, historic architectural inventories, cultural resource management plans, agreements, etc. All maps of any cultural resource sites that will be included in the EIS will be provided by the Contractor at a scale such that specific sites cannot be easily found and the resources thereby protected.
- 6.2.6 Wetlands. For the purpose of implementing and documenting the requirements of the Executive Order on Wetland Protection within this SOW, the Contractor shall use existing information and data from traditional sources such as the U S Fish and Wildlife Service, U S Army Corps of Engineers, and State water resource agencies. Based upon information provided, maps and other descriptive information will be adapted by the Contractor and included in the PDEIS in order to support the analysis of the extent, amount and importance of any wetlands to be impacted by the proposed action and its alternatives.
- 6.2.7 Threatened Endangered Species. For the purpose of implementing and documenting the consultation

procedures under Section 7 of the Endangered Species Act, the Contractor shall formally coordinate with the U S Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service, when appropriate, to determine possible impacts to (I) any threatened or endangered species that me either so listed or proposed (ii) candidate species, and (iii) listed or proposed critical habitat. Coordination with the USFWS, NMFS, and the State game and fish management agencies, as appropriate, will be documented. Potential impacts to State listed species must also be addressed in the PDEIS. The PDEIS should identify all petitioned and listed T&E species and critical habitats.

- 6.2.8 Environmental Justice. The Contractor shall obtain information on the presence of Indian Tribes, other minority populations and low income populations in the project area as part of the regional economic analyses. If initial studies indicate that a target population(s) is located within a geographic area to be impacted by the proposed action or its alternatives, per the previously referenced guidance on implementing Executive Order 12898, specific proactive steps must be implemented in order to include the identified target population(s) in the public participation plan. As described in Executive Order 12898, the potential or absence of effects of the proposed action and its alternatives on minority and low income target populations will be specifically addressed in the Environmental Consequences section of the PDEIS.
- 6.2.9 Existing Environmental Pollution, Hazards and Other Health and Safety Risks. The Contractor shall obtain information from the Environmental Protection Agency or equivalent State agencies regarding any existing hazardous conditions at the site of the proposed action and its alternatives that may pose health and safety risks to future construction workers, employees, occupants, or visitors. Hazardous materials and hazardous waste and all associated direct, indirect, and cumulative impacts need to be addressed. The Contractor shall perform any required risk calculations/dose calculation necessary in support of alternatives evaluation. These calculations will require the Contractor to be familiar with CERCLA, RCRA and CEQA requirements.

- 6.2.10 Floodplains. For the purpose of implementing and documenting the requirements of the Executive on Floodplain Management within this SOW, the Contractor shall use existing information and data from the Federal Emergency Management Administration with alternative sources being the U S Army Corps of Engineers, State water resources agency, or a region specific agency with special expertise. Based upon the information provided, maps and other descriptive information will be adapted by the Contractor and included in the PDEIS to support the analysis of the extent, amount, and importance of any floodplains to be impacted by the proposed action and its alternatives. The PDEIS should identify any alternative that is within a 50 year or 100 year floodplain. The PDEIS should describe all waters of the U.S. that could be affected by the project alternatives. The discussion should include acres, habitat types, values and functions of the water.
- 6.2.11 Noise and Light. Existing data will be reviewed as well as literature examined to evaluate the potential noise and light impacts of the proposed action and its alternatives. The Government will provide relevant data, if available, from similar operating facilities. The Contractor shall address the projected changes of noise and light levels that will be generated by the proposed action and its alternatives, especially with respect to any sensitive receptors.
- 6.2.12 Mitigation. During the course of performing the analyses and evaluations required to complete the EIS, the Contractor shall notify the Government immediately of the identification of any potentially adverse impacts that could require the implementation of mitigation measures. The contractor shall recommend to the Government appropriate measures that would avoid or mitigate any adverse impacts which might be identified. The PDEIS should evaluate measures to reduce construction emissions of criterion air pollutants and hazardous air pollutants. Hazardous waste mitigation and pollution prevention techniques need to be considered and evaluated.

- 6.2.13 Air Quality. The PDEIS shall provide a detailed discussion on ambient air conditions, (baseline or existing), National Ambient Air Quality Standards (NAAQS), criteria pollutant non attainment areas, and potential air quality impacts of the project alternatives.
- 6.2.14 Water Resources. The PDEIS should estimate the quantity of water that each alternative will generate. The PDEIS should describe the source of this water and potential effects on other water users and natural resources. If groundwater is used, the PDEIS should clearly depict reasonably foreseeable direct, indirect and cumulative impacts to the resources. Specifically, the potentially affected groundwater basin should be identified and any potential for subsidence and impacts to springs or other open water bodies and biological resources should be analyzed.
- 6.2.15 Project Water Discharges. The PDEIS should address any potential affects of discharges to surface water and its quality. The specific discharges should be identified and potential effects of discharges on designated beneficial uses of affected waters should be analyzed. If alternatives evaluate a zero discharge facility, the PDEIS should disclose the amount of process water that would be disposed of on-site and explain containment methods. If any types of evaporation ponds are part of alternatives they need to be evaluated for potential environmental affects, such as runoff.
- 6.2.16 Drinking Water Supplies. The PDEIS should provide information on potentially affected drinking water systems as well as the magnitude of cumulative impacts. Both public and private water systems need to be included in the evaluation.
- 6.2.17 Invasive Species. Executive Order 13112, Invasive Species (February 3, 1999), need to be factored into the alternative evaluations. The PDEIS should discuss methods to minimize the economic, ecological and human health impacts from invasive species. Mitigation methods should be evaluated that consider introduction of native plant species as part of the alternatives.

6.2.18 Cumulative Impacts. The PDEIS should describe the impacts on the environment which results from the incremental impact of the action when added to other past, present and reasonably foreseeable future actions. Per the Council on Environmental Quality (CEQ), the cumulative impacts should provide the magnitude of the impacts of the alternatives by analyzing these impacts. The analysis should consider air, groundwater, hydrology, soils, biological resources, and cultural resources. For each resource analyzed, the PDEIS should:

- Identify the current condition of the resource as a measure of past impacts. For example, the percentage of species habitat lost. In addition, a baseline needs to be identified and defended.
- Identify the trend in the condition of the resource as a measure of present impacts. For example, the health of the resourced is improving, declining or is static.
- Identify all other ongoing, planned, and reasonably foreseeable projects in the study area that may contribute to cumulative impacts.
- Identify the future condition of the resource based on the analysis of the cumulative impacts of reasonably foreseeable project alternatives.
- Assess the cumulative impacts contribution to the long-term health of the resource and measure projected impacts.
- Disclose how these impacts could be mitigated.
- Include opportunities to avoid such impacts.

6.2.19 Maps. The Contractor shall obtain and/or adapt appropriate existing land use maps for inclusion in the PDEIS showing the location of study area boundaries and environmentally sensitive areas that may be affected by the proposed action and its alternatives. These maps shall include, but not be limited to, wetlands, cultural resource sites, endangered/threatened species habitat (State and Federal), floodplains and waterways, important farmlands, severely eroded sites, and any sensitive natural areas. Maps shall be adapted to assure that a balanced or equivalent presentation of information is shown throughout the document for each resource area. A map(s) displaying the regional and site locations of the proposed action and its alternatives must also be included in the PDEIS.

7.0 SCHEDULE

7.1 The Contractor shall develop a detailed schedule, based upon the following milestones within 10 days of the notice to proceed (NTP) under this delivery order. The schedule will be submitted to the Government for approval. Elapsed days will be measured in calendar days from date of the NTP. At a minimum, specific milestones will include:

1. Notice to Proceed
2. Kickoff Meeting
3. Public Involvement Plan
4. Gap Analyses
5. Project Work Plan (H&S Plan, S&A Plan, QA Plan)
6. Public Scoping Meeting(s)
7. Scoping Report
8. Draft Description of Proposed Action and Alternatives
9. Description of Proposed Action and Alternatives
10. Preliminary Draft EIS (Submittal No 1)
11. PDEIS Progress Review Meeting
12. Preliminary Draft EIS (Submittal No 2)
13. Draft Notice of Availability for Draft EIS
14. Electronic Copy of Draft EIS
15. File Draft EIS
16. Public Meeting(s) for Draft EIS
17. Draft Responses to Comments on Draft EIS
18. Progress Review Meeting to Finalize Responses to the DEIS
19. Preliminary Final EIS
20. Draft Notice of Availability for Final EIS
21. Electronic Copy of Final EIS
22. File Final EIS
23. Response to FEIS Comments
24. Draft ROD
25. EIS Administrative Record

7.2 Should implementation of a subsequent phase be delayed, or document review times by the Government take longer than expected, the entire schedule of events may be shifted or extended. The Contractor will be advised as soon as possible upon any delay or change in review time.

8.0 DELIVERABLES

8.1 Deliverables will be submitted in accordance with Section J, Attachment B.

9.0 AVAILABLE HISTORICAL DOCUMENTS

9.1 All applicable documents that the Government have in its possession will be available on the ETEC web site no later than 20 days after award of the task order. These documents include, but are not limited to:

- Currently available appropriate maps and aerial photographs. The Contractor shall be responsible for editing and reformatting these maps, as appropriate, for incorporation into the PDEIS and PFEIS documents.
- The Contractor shall be responsible for evaluating all historical data that has been provided and the Contractor shall be responsible for verifying this data in development of the EIS detailed analysis of alternatives. The Contractor shall evaluate this data when developing the Gap Analysis.
- Any additional studies, reports, or documents that are located following NTP will be provided by the Government to the Contractor.

10.0 DOCUMENT FOCUS

The Contractor shall document the affected baseline and conduct appropriate impact analyses in such a manner as to:

- Sharply focus the document on relevant issues. Do not include repetitious statements.
- Extraneous data shall not be included in the document.
- Clearly support the analysis with baseline data. Conclusionary statements in the consequences section without basis in the affected environment section are unacceptable.
- Fully describe the proposed action and alternatives sufficient for a NEPA analysis.
- Follow all prescribed NEPA procedures, in compliance with laws, regulations and published policies.

11.0 MISCELLANEOUS REQUIREMENTS:

- 11.1 Labor, Equipment, Materials. The Contractor shall furnish all labor, materials, plant equipment, and transportation to perform the work and services described above. All documents, maps, photos, graphics, mailing lists, etc, shall become Federal property upon acceptance.
- 11.2 Release of Data. All data, reports, and materials contained or developed in this project shall not be released without written approval of the Government.
- 11.3 Meeting Memoranda. The Contractor shall furnish the Government a memorandum of each meeting held, summarizing any agreements or decisions reached. All memoranda shall be provided within five (5) work days of the meeting

SECTION D
PACKAGING AND MARKING

- A. Section D of the ID/IQ Basic Contract is hereby incorporated by reference. Please note that the packaging requirements in Section D state packaging will be accomplished “in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the economical rate(s).”

- B. All material/waste packaged must be in compliance with all regulatory and statutory Federal, State, and local requirements.

SECTION E
INSPECTION AND ACCEPTANCE

Section E of the ID/IQ Basic Contract is hereby incorporated by reference with the exception of the clauses pertaining to fixed-price contracts.

E.1 INSPECTION

All testing and acceptance of deliverables shall be in accordance with DOE standards currently in place. Inspection of all items under this task order shall be accomplished by the Designated Contracting Officer (DCO) or the Designated Contracting Officer's Representative (DCOR) as a duly authorized representative of the Government.

E.1 INSPECTION

All testing and acceptance of deliverables shall be in accordance with DOE standards currently in place. Inspection of all items under this task order shall be accomplished by the Designated Contracting Officer (DCO) or the Designated Contracting Officer's Representative (DCOR).

E.2 ACCEPTANCE/FINAL ACCEPTANCE

- A. Acceptance:
Acceptance of all work and effort under this task order shall be accomplished by the DCO or DCOR.

- B. Final Acceptance:
FAR 52.246-5 -- INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

SECTION F
DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance of this task order shall be from the effective date stated on the Task Order signature page through <<TBD>>.

F.2 PLACE OF PERFORMANCE

The place of performance is:

Santa Susana Field Laboratory
Area IV
Ventura County, California

F.3 DELIVERABLES

The required deliverables are as identified in Section J, Attachment B.

SECTION G
CONTRACT ADMINISTRATION DATA

Section G of the ID/IQ Basic Contract is hereby incorporated by reference. In addition, the following clauses will apply.

G.1 CORRESPONDENCE PROCEDURES

To provide timely and effective administration, correspondence (except for invoices) submitted under this task order shall be subject to the procedures listed below.

- (a) **Correspondence.** All correspondence shall be sent concurrently to both the DCO and the DCOR.

- (b) **DCO and DCOR Address.** The DCO and DCOR for this Task Order are as follows:

DCO: Harold D. Hincks, Contracting Officer
U. S. Department of Energy
Environmental Management
Consolidated Business Center
250 E 5th Street Suite 500
Cincinnati, Ohio 45202
Email: david.hincks@emcbc.doe.gov
Office: (513) 246-0586

DCOR: Stephanie G. Jennings
US Department of Energy
Santa Susana Field Laboratory
5800 Woolsey Canyon Rd.
Canoga Park, CA 91304-1148
Email: stephanie.jennings@em.doe.gov
Office: (818) 466-8162

- (c) **Subject Lines.** All correspondence shall contain a subject line commencing with the task order number as illustrated below:

“SUBJECT: Task Order: DE-AT30-08CC60021/<<tbid>> (Insert subject topic after task order number, e.g. “Request for Change in Timing Requirements for Deliverables”)”

G.2 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION

The Contractor shall use the DCO at the address provided as the point of contact for all matters regarding the task order, with the exception of technical matters. Technical matters may be referred to the DCOR and a copy of all written communications provided to the DCO.

G.3 INVOICING AND COST ACCRUAL REPORTING

The Contractor shall submit invoices on a monthly basis (within 5 days after the last day of each month) in accordance with FAR 52.232-25 PROMPT PAYMENT (OCT 2003) for charges and expenses properly allocable to the work completed. The invoice (Standard Form 1034) shall include a breakdown by work breakdown structure element, both for the current billing period and cumulatively for the entire task order. The invoice shall include the WBS number, WBS title, and each element shall show the charges by labor hours, labor cost, materials, travel, other direct costs, and subcontract costs as applicable. Subtotals shall be provided to facilitate review. The Contractor's monthly project report contains the required information and may be attached to the standard form in lieu of creating a separate report. In some instances copies of supporting subcontractor bills and invoices may be requested by the DCOR or DCO. The invoice will be paid after approval and certification by the DCOR /DCO of satisfactory contract performance. The invoice shall be addressed as follows:

Original Standard Form 1034 invoice per basic contract Section J Attachment A:

U.S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center, FM-71
200 Administration Road
Oak Ridge, TN 37830

The Contractor shall submit one electronic copy each, with all supporting documentation, to the DCO and DCOR.

Each invoice submitted shall include the following:

- Basic IDIQ Contract Number
- Task Order Number
- Contractor Name
- Date of Invoice
- Invoice Number
- Total Amount of Invoice

- Period Covered or Items Delivered
- Cumulative Amount Invoiced to Date
- Remittance Address

Inquiries regarding the status of an invoice should be directed to the Oak Ridge Financial Center at (423) 576-1651 or (888) 251-3557 or the DCOR as indicated in Section G.1 above.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

The provisions of Section H of the Base Contract are incorporated by reference. The following special provisions are unique to this task order.

H.1 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

For overall management of the Area IV SSFL EIS project, DOE M 413.3-1 PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS (Mar 28, 2003) should be used by the Contractor as general guidance only. The DOE project management processes are founded upon the key principles of line management accountability, effective up-front planning, management of risk, accurate performance measurement, and communication with stakeholders. For the Area IV SSFL EIS project, the project management requirements have been tailored consistent with the complexity, visibility, cost, safety, and risk of the project. These requirements are addressed specifically in the SOW.

H.2 TASK ORDER OVERSIGHT

The Contractor shall expect routine surveillance and observation of work performed to the contract requirements by DOE personnel and shall correct violations of laws, regulations, permits, Radiological Protection Plan, Worker Safety & Health Program, upon discovery, within one working day. The Contractor shall correct all other deficiencies within five working days. Suggestions for the improvement of contractually mandated work shall be enacted upon mutual agreement between the Contractor and the DCO or DCOR. The Contractor shall provide logistical support to facilitate conducting oversight activities on an as-needed basis, at the discretion of the DCOR.

The Contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the CO or DCOR during the conduct of these oversight activities. The six fundamental areas of oversight that may be conducted during the course of the execution of this task order are as follows:

- (a) Project Management Oversight: This includes daily field inspections and the weekly and monthly assessment of project status, which will be used to determine and validate project performance and invoices submitted by the Contractor.

- (b) Contract Management Oversight: Administration and monitoring of the task order will be performed by the Task manager, DCOR or their designee. All information and documentation relinquished by the Contractor will be retained by the DCOR for the Task Order File.
- (c) Financial Management Oversight: The Contractor shall provide budgetary data as required to DOE to facilitate its oversight and auditing functions. DOE will review all budgetary data submitted by the Contractor.
- (d) Integrated Safety Management/Operations Oversight: The Contractor shall provide documentation and participate in meetings to allow DOE to monitor the Contractor's compliance with DOE Order 450.4, "Safety Management System Policy."
- (e) Daily Oversight: DOE may utilize Facility Representatives, Project Managers and Subject Matter Experts in addition to the DCOR, to conduct daily oversight for the duration of this task order. The purpose of this oversight will be to assess compliance with the terms and conditions of the task order contract. In addition to this oversight, the Contractor shall support:
1. Senior management walk-throughs, conducted in locations where work is ongoing;
 2. Periodic walk-through by the regulators, Defense Nuclear Facilities Safety Board (DNFSB), DOE Headquarters personnel, Department of Toxic Substances Control (DTSC) and/or other stakeholders;
 3. Employee concerns elevated to DOE for evaluation.
 4. Unannounced inspections and visits by regulatory personnel
- (f) Assessments: DOE or other regulatory agencies may conduct assessments of the Contractor's performance. Advance notice of these performance assessments will be given to the Contractor fourteen (14) calendar days in advance of the assessment when possible. DOE will reduce frequency, as allowed by regulations, onsite-safety related surveillances and assessments when the Contractor demonstrates an effective self-assessment program that includes self-identification, and taking effective corrective actions to prevent reoccurrence.

H.4 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS) AND ENVIRONMENTAL SAFETY AND HEALTH (ES&H) PROGRAM

The contractor shall prepare a Worker Safety and Health Program (WSHP) as required by 10 CFR 851. The WSHP shall be fully implemented prior to the start of any work, including office work, on the SPRU Site.

ISMS

The Contractor shall maintain a Safety Management System (SMS) to implement DOE Integrated Safety Management System (ISMS) requirements to integrate safety into all activities including environmental compliance (See DOE P 450.4 "Safety Management System Policy"). In accordance with ISMS, the Contractor shall:

- Define the work to be performed
- Identify hazards associated with the work
- Control the hazards
- Perform work within the controls, and
- Routinely improve its SMS through continuous evaluation.

The Contractor shall prepare an ISMS description to implement the Contractor's SMS. The ISMS Plan shall identify how the contractor will maintain compliant and safe operations by integrating safety and health into all activities including environmental compliance.

Health and Safety Plan

The contractor shall prepare an Activity Specific Health and Safety Plan (ASHASP) and Job Hazards Analysis as needed as part of the overall project safety program. Copies of these documents will be provided to DOE for information.

The Contractor shall provide the necessary personnel protective equipment (PPE), safety briefings and escorts when needed for all visitors (both Government and non-Government) to contractor controlled work areas. The Contractor shall be responsible for the subsequent decontamination and disposal of such PPE.

The Contractor shall provide medical screening of the DOE field office personnel if required to enter the work areas and meet the requirements of the Worker Safety and Health Program, or Radiological Protection Program.

H.5 SITE SECURITY

All activities conducted by the Contractor shall be in accordance with established SSFL site security procedures. The contractor shall maintain a Security Plan that will address the following elements and requirements:

- Security clearances: contractor security clearances will be processed through the DOE office.
- Escorting: The contractor shall ensure that uncleared visitors are properly escorted when onsite per SSFL site security requirements.

H.6 KEY PERSONNEL

In accordance with DEAR 952.235-70 KEY PERSONNEL (APR 1994), the personnel specified in Section J, Attachment D to this task order are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the DCO reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the DCO. The DCO may ratify in writing such diversion and such ratification shall constitute the consent of the DCO required by this clause. The attachment (Section J, Attachment D) to this task order may be amended from time to time during the course of the task order performance to either add or delete personnel, as appropriate.

SECTION I **CONTRACT CLAUSES**

Section I of the ID/IQ Basic Contract is hereby incorporated by Reference.

FULL TEXT CLAUSES

I.1 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose

EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

SECTION J
LIST OF ATTACHMENTS

The following are in addition to those contained in the ID/IQ basic contract, Section J.

ATTACHMENT A: LIST OF APPLICABLE LAWS, REGULATIONS and DOE DIRECTIVES

ATTACHMENT B: DELIVERABLES

ATTACHMENT C: WAGE DETERMINATION

ATTACHMENT D: KEY PERSONNEL

SECTION J - ATTACHMENT A

LIST OF APPLICABLE LAWS, REGULATIONS and DOE DIRECTIVES

This list was prepared for the convenience of the contractor. Omission of a Law, Regulation or Directive is not intended to imply that the law, regulation or directive is not applicable to this task order.

DOE Orders Applicable to Department of Energy, Office of Environmental Management

Order No.	Subject	OPI	Dated
DOE O 110.3A	Conference Management	ME	01-25-07
DOE O 130.1	Budget Formulation Process	ME	09-29-95
DOE O 142.3	Unclassified Foreign Visits and Assignments	SO	06-18-04
DOE O 151.1C	Comprehensive Emergency Management System	NNSA	11-02-05
DOE O 200.1	Information Management Program	IM	09-30-96
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology	IM	01-07-05
DOE N 203.1	Software Quality Assurance	IM	10-02-00
DOE O 205.1A	Department of Energy Cyber Security Management Program	CIO	12/4/06
DOE M 205.1-1	Incident Prevention, Warning and Response (IPWAR) Manual	IM	09-30-04
DOE M 205.1-3	Telecommunications Security Manual	IM	04-17-06
DOE N 205.2	Foreign National Access to DOE Cyber Systems	IM	11-01-99
DOE N 205.3	Password Generation, Protection, and Use	IM	11-23-99
DOE G 205.3-1	Password Guide	IM	11-23-99
DOE N 206.3	Personal Identity Verification Program	IM	11-22-05
DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General	IG	03-22-01
DOE O 221.2	Cooperation with Office of Inspector General	IG	03-22-01
DOE N 221.13	Reporting Fraud, Waste, and Abuse	IG	12-15-06
DOE O 224.2	Auditing of Programs and Operations	IG	03-22-01
DOE O 224.3	Audit Resolution and Follow-Up	CF	01-24-05
DOE O 225.1A	Accident Investigations	HS	11-26-97
DOE O 226.1	Implementation of DOE Oversight Policy	HS	09-15-05
DOE O 231.1A	Environment, Safety, and Health Reporting	EH	06-03-04
DOE G 231.1-1	Occurrence Reporting and Performance Analysis Guide	EH	08-20-03
DOE M 231.1-1A	Environment, Safety, and Health Reporting Manual	EH	09-09-04
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information	EH	08-19-03
DOE G 231.1-2	Occurrence Reporting Causal Analysis Guide	EH	08-20-03
DOE O 241.1A	Scientific and Technical Information Management	SC	10-14-03
DOE G 241.1-1A	Guide to the Management of Scientific and Technical Information	SC	11-23-01
DOE G 242.1-1	Forms Management Guide for Use with DOE O 200.1	IM	05-08-00
DOE O 243.1	Records Management Program	IM	02-03-06
DOE O 243.2	Vital Records	CIO	2/2/06
DOE O 311.1B	Equal Employment Opportunity Program and Diversity Program	ED	02-12-03

Order No.	Subject	OPI	Dated
DOE O 350.1	Contractor Human Resource Management Programs	ME	05-08-98
DOE P 411.1	Safety Management Functions, Responsibilities, and Authorities Policy	HS	01-28-97
DOE O 414.1C	Quality Assurance	EH	06-17-05
DOE O 420.1B	Facility Safety	EH	12-22-05
DOE P 430.1	Land and Facility Use Planning	ME	07-09-96
DOE O 435.1	Radioactive Waste Management	EM	08-28-01
DOE G 435.1-1	Crosswalk Tables DOE O 5820.2A vs. DOE O 435.1/M 435.1-1	EM	07-09-99
DOE M 435.1-1 , Chg1	Radioactive Waste Management Manual	EM	06-19-01
DOE O 440.1B	Worker Protection Program for DOE (Including the National Nuclear Security Administration) Federal Employees	HS	05-17-07
DOE G 440.1-8	Implementation Guide for Use with 10 CFR Part 851, Worker Safety and Health Program	EH	12-27-06
DOE O 442.1A	Department of Energy Employee Concerns Program	ED	06-06-01
DOE O 450.1	Environmental Protection Program	EH	01-15-03
DOE G 450.1-1A	Implementation Guide for Use with DOE O 450.1, Environmental Protection Program	EH	10-24-05
DOE G 450.1-2	Implementation Guide for Integrating Environmental Management Systems into Integrated Safety Management Systems	EH	08-20-04
DOE G 450.1-3	Environmental Guidelines for Development of Cultural Resource Management Plans – Update	EH	09-22-04
DOE G 450.1-4	Implementation Guide, Wildland Fire Management Program for Use with DOE O 450.1, Environmental Protection Program	EH	02-11-04
DOE G 450.1-5	Implementation Guide for Integrating Pollution Prevention into Environmental Management Systems	EH	05-27-05
DOE G 450.1-6	Groundwater Surveillance Monitoring Implementation Guide for Use with DOE O 450.1, Environmental Protection Program	EH	06-24-04
DOE G 450.1-9	Groundwater Protection Programs Implementation Guide for Use with DOE O 450.1, Environmental Protection Program	EH	05-05-05
DOE P 450.2A	Identifying, Implementing, and Complying with Environment, Safety, and Health Requirements	EH/G C	05-15-96
DOE P 450.4	Safety Management Systems Policy	EH	10-15-96
DOE P 450.7	Environment, Safety, and Health (ESH) Goals	EH	08-02-04
DOE O 451.1B	National Environmental Policy Act Compliance Program – Change 1	EH	09-28-01
DOE P 455.1	Use of Risk-Based End States	EM	07-15-03

Order No.	Subject	OPI	Dated
DOE O 460.1B	Packaging and Transportation Safety	EM	04-04-03
DOE G 460.1-1	Packaging and Transportation Safety	EM	06-05-97
DOE G 460.1-1 At	Packaging and Transportation Attachments	EM	06-05-97
DOE O 460.2A	Departmental Materials Transportation and Packaging Management	EM	12-22-04
DOE G 460.2-1	Implementation Guide for Use with DOE O 460.2, Departmental Materials Transportation and Packaging Management	EM	11-15-96
DOE M 460.2-1	Radioactive Material Transportation Practices	EM	09-23-02
DOE M 461.1-1	Packaging and Transfer of Material National Security Interest Manual	NNSA	09-29-00
DOE O 470.2B	Independent Oversight and Performance Assurance Program	OA	10-31-02
DOE O 470.4	Safeguards and Security Program	SO	08-26-05
DOE M 470.4-1 Chg 1	Safeguards and Security Program Planning and Management	SO	08-26-05
DOE M 470.4-4	Information Security	SO	08-26-05
DOE M 470.4-7	Safeguards and Security Program References	SO	08-26-05
DOE M 475.1-1A	Identifying Classified Information	SO	02-26-01
DOE O 481.1C	Work for Others (Non-Department of Energy Funded Work)	ME	01-24-05
DOE M 481.1-1A	Reimbursable Work for Non-Federal Sponsors Process Manual	MA	09-28-01
DOE O 522.1	Pricing of Departmental Materials and Services	CF	11-03-04
DOE O 534.1B	Accounting	ME	01-06-03
DOE O 542.1	Competition in Contracting	PR	06-30-97
DOE O 551.1B	Official Foreign Travel	SO	08-19-03
DOE G 573.1-1	Mail Services User's Guide	ME	10-03-05
DOE O 580.1	Department of Energy Personal Property Management Program	ME	12-07-05
DOE P 580.1	Management Policy for Planning, Programming, Budgeting, Operation, Maintenance, and Disposal of Real Property	ME	05-20-02
DOE G 580.1-1	Department of Energy Personal Property Guide	ME	12-07-05
DOE O 1230.2	American Indian Tribal Government Policy	CI	04-08-92
DOE G 1324.5B	Implementation Guide for 36 CFR Chapter XII Subchapter B	ME	07-19-96
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications	CI	01-07-93
DOE O 1350.1	Audiovisual and Exhibits Management	PA	03-26-84
DOE O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations	IM	11-12-92
DOE O 5400.5	Radiation Protection of the Public and the Environment	EH	01-07-93
DOE O 5480.4	Environmental Protection, Safety, and Health Protection Standards	EH	05-15-84
DOE O 5530.3	Radiological Assistance Program	SO	04-10-92

Regulations Applicable to Department of Energy Office of Environmental Management

NUMBER	TITLE
Public Laws	
PL 101-189	National Competitiveness Technology Transfer Act of 1989
PL 102-486	Energy Policy Act of 1992
PL 104-113	National Technology Transfer and Advancement Act
5 U.S.C. 553 et seq.	Administrative Procedures Act
5 U.S.C. 552 et seq.	Freedom of Information Reform Act of 1986 & Privacy Act of 1974
7 U.S.C. 136	The Federal Insecticide, Fungicide and Rodenticide Act of 1972
7 U.S.C. 4201 et seq.	Farmland Protection Policy Act of 1981
15 U.S.C. 2601 et seq.	The Toxic Substances Control Act of 1976
16 U.S.C. 470 et seq.	National Historic Preservation Act of 1966
16 U.S.C. 470aa-470mm	Archeological Resource Protection Act of 1979
16 U.S.C. 703 et seq.	Migratory Bird Treaty Act of 1918
16 U.S.C. 1271-1278 et seq.	Wild and Scenic Rivers Act of 1968
16 U.S.C. 1531 et seq.	The Endangered Species Act of 1973
17 U.S.C. 401 et seq.	Copyrights
25 U.S.C. 3008 , et seq.	Native American Graves Protection and Repatriation Act of 1990
30 U.S.C. 22-54 et seq.	Mining Law of 1872
33 U.S.C. 1251 et seq.	The Clean Water Act of 1977
33 U.S.C. 2705 et seq.	The Oil Pollution Act of 1990
35 U.S.C. 101 et seq.	Patents
35 U.S.C. 200 et seq.	Rights in Inventions Made with Federal Assistance
41 U.S.C. 51 et seq.	Anti-Kickback Act of 1986
41 U.S.C. 351 et seq.	Service Contract Act of 1965
42 U.S.C. 300 et seq.	The Safe Drinking Water Act of 1974
42 U.S.C. 1996 et seq.	American Indian Religious Freedom Act of 1978
42 U.S.C. 2011 et seq.	Atomic Energy Act of 1954
42 U.S.C. 2012 et seq.	Price Anderson Act (PL 85-256)
42 U.S.C. 2021 et seq.	The Low-Level Radioactive Waste Policy Act of 1985
42 U.S.C. 4321 et seq.	The National Environmental Policy Act of 1969
42 U.S.C. 5901 et seq.	Federal Non-Nuclear Energy Research and Development Act of 1974
42 U.S.C. 6201 et seq.	Energy Policy and Conservation Act
42 U.S.C. 6901 et seq.	The Resource Conservation and Recovery Act of 1976
42 U.S.C. 7112 et seq.	Department of Energy Organization Act of 1977
42 U.S.C. 7401 et seq.	The Clean Air Amendments of 1977
42 U.S.C. s/s 9601	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
42 U.S.C.9601 et seq.	The Superfund Amendments and Reauthorization Act of 1986
42 U.S.C. 10101 et seq.	Nuclear Waste Policy Act of 1982
42 U.S.C. 11001 et seq.	The Emergency Planning & Community Right-To-Know Act of 1986
42 U.S.C. 13101 et seq.	Pollution Prevention Act of 1990
43 U.S.C 1701 et seq.	Federal Land Policy and Management Act of 1976
44 U.S.C. 2101 et seq.	National Archives and Records Administration
44 U.S.C. 2901 et seq.	Records Management by the Archivist of the United States and the Administrator of General Services
44 U.S.C. 3101 et seq.	Records Management by Federal Agencies
44 U.S.C. 3301 et seq.	Federal Records Act of 1950
44 U.S.C. 3501 et seq.	Coordination of Federal Information Policy

NUMBER	TITLE
Code of Federal Regulations	
Title 10 – Energy	
Chapter I	Nuclear Regulatory Commission
Part 19	Notices, Instructions, and Reports to Workers: Inspection and Investigations
Part 20	Standards for Protection Against Radiation
Part 21	Reporting of defects and noncompliance
Part 40	Domestic Licensing of Source Material
Part 61	Licensing Requirements for Land Disposal of Radioactive Waste
Part 73	Physical Protection of Plants and Materials
Chapter III	Department of Energy
Part 707	Workplace substance abuse programs at DOE sites
Part 708	DOE contractor employee protection program
Part 745	Protection of human subjects
Part 770	Transfer of Real Property at Defense Nuclear Facilities for Economic Development
Part 781	DOE patent licensing regulations
Part 783	Waiver of patent rights
Part 830	Nuclear Safety Management
Part 835	Occupational Radiation Protection
Part 851	Worker Safety and Health Program
Part 962	Byproduct material
Chapter X	Department of Energy (General Provisions)
Part 1021	National Environmental Policy Act implementing procedures
Part 1022	Compliance with Floodplain/Wetlands Environmental Review Requirements
Title 29 – Labor	
Chapter IV	Office of Labor – Management Standards, Department of Labor
Parts 401-459	Labor Management Standards
Chapter V	Wage and Hour Division, Department of Labor
Parts 500-899	Regulations, Statements of General Policy or Interpretation Not Directly Related to Regulations, Other Laws, and Garnishment of Earnings
Chapter XIV	Equal Employment Opportunity Commission
Parts 1600-1691	Regulations for equal pay, affirmative action, discrimination guidelines
Chapter XVII	Occupational Safety and Health Administration, Department of Labor
Part 1903	Inspections, citations and proposed penalties
Part 1904	Recording and reporting occupational injuries and illnesses
Part 1910	Occupational safety and health standards
Part 1913	Rules of agency practice and procedure concerning OSHA access to employee medical records
Part 1925	Safety and health standards for Federal service contracts
Part 1926	Safety and health regulations for construction
Part 1990	Identification, classification, & regulation of potential occupational carcinogens
Title 36 - Parks, Forests, and Public Property	
Chapter VIII	Advisory council on historic preservation
Part 800	Protection of historic and cultural properties
Chapter XII	National Archives and Records Administration
Subchapter B	Records Management
Part 1220	Federal Records; general
Part 1222	Creation and maintenance of federal records
Part 1228	Disposition of Federal records
Part 1230	Micrographic records management
Part 1232	Audiovisual records management

Part 1234	Electronic records management
Part 1236	Management of vital records
Title 40 – Protection of Environment	
Chapter I	Environmental Protection Agency
Subchapter C	Air Programs
Parts 0-99	Clean Air Act
Parts 100-149	Clean Water Act
Parts 190-399	Solid Waste Act
Part 192	Health & Environmental Protection Standards for Uranium & Thorium Mill Tailings
Subpart A	General Provisions
Subpart B	General Provisions
Subpart C	General Provisions
Part 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
Part 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
Part 300	National Oil and Hazardous Substances Pollution Contingency Plan
Part 430	CERCLA National Contingency Plan
Part 761	Toxic Substance Control Act
Parts 1500-1508	Implementing the Procedural Provisions of the National Environmental Policy Act
Title 41 – Public Contracts and Property Management	
Subtitle C	Federal Property Management Regulations System
Part 102-34	Motor Vehicle Management
Parts 102-35–102-39	Personal Property
Parts 102-71–102-85	Real Property
Part 102-192	Mail Management
Part 102-193	Creation, Maintenance, and Use of Records
Part 102-194	Standard and Optional Forms Management Program
Part 109	Department of Energy Property Management Regulation
Title 42 – Public Health	
Part 84	Approval of respiratory protective devices
Title 43 – Public Lands: Interior	
Part 7	Protection of Archeological Resources
Title 44 – Emergency Management and Assistance	
Chapter I	Federal Emergency Management Agency
Subchapter D	Disaster Assistance
Part 351	Radiological emergency planning and preparedness
Title 48 – Federal Acquisition Regulations System	
Chapter 1	Federal Acquisition Regulation
Subchapter H	Clauses and Forms
Part 52⁽²⁾	Solicitation provisions and contract clauses
Part 53⁽²⁾	Forms
Chapter 9	Department of Energy
Subchapter H	Clauses and Forms
Part 952⁽²⁾	Solicitation provisions and contract clauses
Part 970	DOE Management and Operating Contracts
Subchapter I	Agency Supplementary Regulations
Title 49 – Transportation	
Subtitle A	Office of the Secretary of Transportation
Part 40	Procedures For Transportation Workplace Drug Testing Programs

Subtitle B	Other Regulations Relating to Transportation
Part 107	Hazardous Materials Program Procedures
	Subchapter B – Oil Transportation
Part 130	Oil spill prevention and response plans
	Subchapter C – Hazardous Materials Regulations
Part 171	General Information, Regulations, And Definitions
Part 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, And Training Requirements
Part 173	Shippers – General requirements For shipments and packaging
Part 177	Carriage by public highway
Part 178	Specifications for packaging
Part 180	Continuing qualification and maintenance of packaging
Chapter III	Federal Highway Administration, Department of Transportation
	Subchapter B – Federal Motor Carrier Safety Regulations
Part 382	Controlled Substances And Alcohol Use And Testing
Part 385	Safety Fitness Procedures
Part 387	Minimum Levels Of Financial Responsibility For Motor Carriers
Part 390	Federal Motor Carrier Safety Regulations; General
Part 399	Employee Safety And Health Standards
Title 50 – Wildlife and Fisheries	
Part 402	Interagency Cooperation, Endangered Species Act of 1973

Other Regulations, Executive Orders and Guidance Applicable to the Area IV SSFL EIS

NUMBER	TITLE
Regulation	
CA Air Resources Board	California Air Resources Board Air Quality Regulations
EO 11988	Floodplain Management
EO 11990	Protection of Wetlands
EO 12898	Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
EO 13175	Consultation and Coordination with Indian Tribes
EO 13007	Indian Sacred Sites

SECTION J - ATTACHMENT B

DELIVERABLES

	Report	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval
1	Project Execution Plan	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.5	30 days after award	DCO
2	Gap Analysis	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.19	90 Days after Award	DCO
3	Project Work Plan (includes: Sampling and Analysis Plan (SAP), Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HSP))	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.21	SAP – 30 days after completion of gap analysis QAPP – 30 days after award HSP – 30 days after award	DCO
4	Stakeholder Involvement Plan	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.8	30 days after award	DCO

	Report	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval
5	Draft Public Notice for Public Scoping Meetings	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.13	Two (2) weeks prior to newspaper publication	DCO
6	Meeting Transcripts and Summary of Comments	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.16	Two (2) weeks after each scoping meeting	Info Only
7	Proposed Response to Comments	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.16	Two (2) weeks following Meeting Transcripts and Summary of Comments	DCO
8	Sampling and Analysis Report	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.25	180 Days after Completion of the Gap Analysis	DCO
9	Preliminary Draft Environmental Impact Statement (PDEIS)	- Email to DCO and DCOR - Twenty (20) Hard Copies to DCOR	SOW para 5.27	60 Days after Completion of Sampling and Analysis Report	DCO

	Report	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval
10	Draft Environmental Impact Statement (DEIS)	- Email to DCO and DCOR - Fifty (50) Hard Copies to DCOR	SOW para 5.28	30 Days after receipt of PDEIS Comments	DCO
11	Draft Notice of Availability (NOA) for DEIS	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.29	30 days prior to the date of scheduled public meetings	DCO
12	Draft DEIS Meeting Transcripts and Summary of Comments	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.29	Two (2) weeks after each scoping meeting	Info Only
13	Proposed Response to Comments from Draft DEIS Meeting	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.31	60 Days following Meeting Transcripts and Summary of Comments	DCO
14	Preliminary Final Environmental Impact Statement (PFEIS)	- Email to DCO and DCOR - Twenty (20) Hard Copies to DCOR	SOW para 5.31	60 Days after approval of responses to public comments	DCO

	Report	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval
15	Draft Notice of Availability (NOA) For Final EIS	- Email to DCO and DCOR - Twenty (20) Hard Copies to DCOR	SOW para 5.32	30 days prior to the date of scheduled public meetings	DCO
16	Draft DEIS Meeting Transcripts and Summary of Comments	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.29	Two (2) weeks after each scoping meeting	Info Only
17	Final Environmental Impact Statement (FEIS)	- Email to DCO and DCOR - Two (2) Hard Copies to DCOR	SOW para 5.32		DCO
18	Draft and Final Formatted Responses to FEIS Comments	- Email to DCO and DCOR - Fifty (50) Hard Copies to DCOR of Final FEIS only	SOW para 5.32		DCO
19	Draft and Final Record of Decision	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.33		DCO

	Report	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval
20	Administrative Record for the Final EIS		SOW para 5.34		DCO
21	Monthly Progress Reports	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 5.36	Initial – 30 days after task order award. Subsequent - 15 days after end of month	Info Only
22	Meeting Memoranda	- Email to DCO and DCOR - One (1) Hard Copy to DCO	SOW para 11.3	Five (5) days after meeting	DCOR

SECTION J - ATTACHMENT C

WAGE DETERMINATION

WD 05-2071 (Rev.-4) was first posted on www.wdol.gov on 07/31/2007

**REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT
By Direction of the Secretary of Labor**

**U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210**

Wage Determination No.: 2005-2071

Revision No.: 4

Date Of Revision: 07/24/2007

State: California

Area: California County of Ventura

SECTION J – ATTACHMENT D

KEY PERSONNEL

Position	Name
<<td>>	<<td>>

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF CONTRACTORS

Section K of the ID/IQ Basic Contract and any updates submitted with the Contractor's proposal for the Area IV SSFL EIS requirement are hereby incorporated by Reference

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS

This RTP is issued to all CLIN 001 Contractors in accordance with H.10 (c) 5 of the EM IDIQ Nationwide basic contracts. This Section L is provided as an RTP preparation instruction and will not be a part of the Task Order.

L.1 WEBSITE

All reference documents and questions/answers pertaining to the RTP, including the SOW, will be posted to the website below:

[HTTP://www.emcbc.doe.gov/ETEC_EIS](http://www.emcbc.doe.gov/ETEC_EIS)

L.2 PROPOSAL CONTENT/SUBMITTAL DATA

The Contractor shall submit a written task proposal in response to this RTP by 3:00 P.M. Eastern Daylight Time on October 10, 2007. The proposal submissions shall be marked as specified below and submitted to:

*The U.S. Department of Energy (DOE)
Environmental Management Consolidated Business Center (EMCBC)
250 East 5th Street, Suite 500
Cincinnati, OH 45202*

*RTP No.: DE-RT30-07CC60021
Proposal Due Date and Time: October 10, 2007 – 3:00 p.m.
Attention: Harold D. Hincks, Contracting Officer*

*NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL
UNDER THE ABOVE IDENTIFIED SOLICITATION*

- (a) The entire proposal shall consist of three sections/volumes. The first volume (Volume I) shall contain a signed Section A; a signed cover letter in accordance with Section L.3; a Section B containing the proposed cost, fee, and target completion date; a signed acknowledgement of any RTP Amendments (signed SF 30s); updated information, if any, regarding FAR 52.209-5, (Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters), as well as any other information required to be submitted by the Contractor and not specifically identified as to be submitted in Volumes II (two) or III (three). The second volume (Volume II) shall consist of the technical and management proposal and the past performance information. The third volume (Volume III) shall consist of the cost proposal.

- (b) Any exceptions or deviations to the terms of the task order may eliminate the Contractor from further consideration for this Task Order.
- (c) Proposals shall be submitted with a numbering system for paragraphs and sub-paragraphs that is consistent with this Section L.

L.3 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME I

The Contractor shall submit **two hard copies of Volume I**. Volume I shall contain the following:

- (a) A signed Section A (two copies with original signatures);
- (b) A signed cover letter that includes the following information:
 - Request for Task Proposal (RTP) number
 - Name, address, telephone and facsimile numbers, and email addresses of the Contractor
 - A statement specifying agreement with all terms, conditions, and provisions included in the RTP
 - Update of information under FAR 52.209-5, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters;
 - Names, titles, telephone and facsimile numbers, and e-mail addresses of persons authorized to negotiate with the Government on the Contractor's behalf in connection with this RTP;
 - Name, address, telephone, electronic addresses, and facsimile numbers of the Contractor, each teaming partner (if any) and/or major subcontractors (if any);
- (c) Signed SF30 (s) (Amendment to the RTP);
- (d) A completed Section B;
- (e) Prior to an award, a determination shall be made whether any possible Organizational Conflict of Interest (OCI) exists with respect to the apparent successful contractor (including any teaming partners and major subcontractors) or whether there is little or no likelihood that such conflict exists. Contractors shall identify any existing or potential OCI as defined in FAR Part 9.5 "Organizational and Consultant Conflicts of Interest," in the cover letter. If the Contractor believes there is an existing or potential OCI, the Contractor shall submit an appropriate mitigation plan. If the Department identifies an existing or potential OCI, the Contractor shall

submit any information requested by the Department, including a mitigation plan.

L.4 TECHNICAL AND MANAGEMENT PROPOSAL-Volume II

The Contractor shall submit **one (1) original document, four (4) hard copies, and one (1) electronic copy (a Compact Disc (CD)) of the Volume II** in accordance with the following:-

- (a) The Technical and Management proposal shall not exceed thirty (30) pages. The required past performance information, key personnel resumes, and key personnel letters of commitment are not considered part of the thirty (30) page limitation.
- (b) Pages in excess of this will not be evaluated. Print type used in the text portions of the proposal shall be no smaller than 12-point. Print type used in charts, graphs, figures and tables may be smaller than 12-point, but must be clearly legible. A proposed project schedule should be included and be put on any size paper customarily used, and will not be included in the page count. (Note: Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page).
- (c) The Technical Proposal consists of written information intended to present the Contractor's understanding, capabilities, and approach to satisfy the requirements of the Statement of Work (SOW). The Contractor shall address all requirements in the SOW.
- (d) No contractual cost or fee information is to be included in the Technical and Management Proposal. Estimated labor hours and skill mixes shall be provided, without associated cost.
- (e) **Format and Content** – "Technical and Management Approach" shall include the following (in the order listed):

(1) Technical and Management Approach

(i) Technical Approach

- The Contractor shall demonstrate a thorough understanding of the requirements as well as demonstrate its capabilities to perform these requirements, including the areas identified below:

- Gap Analysis and Project Work Plan Development
 - Field Work
 - Preparation of Environmental Impact Statement
 - Stakeholder Involvement
 - State and Federal Environmental Remediation Laws and Regulations
- The Contractor shall describe the following:
 - Major work elements from the Work Breakdown Structure (WBS).
 - Any unique methods for completing the SOW.
 - The Contractor shall submit a proposed schedule, which includes a Gantt Chart and Logic Network.

(ii) Project Team

- The Contractor shall propose the team to perform the work identified in this task proposal and shall include pertinent biographical work experience information for each individual.
- The following functional positions are considered key personnel as defined in the Key Personnel clause (see Section H.6) – Project Manager, Project Controls Manager, Sampling and Analysis Manager, NEPA Document Manager, Radiological Controls Manager, Environmental Safety and Health Manager, and Public Affairs Manager. One person may perform multiple key personnel functions. The Contractor’s proposal will clearly show this situation. Different position titles than those listed above are allowable; however, the functionality of the listed positions shall be covered by key personnel. Information on the key personnel shall include the following areas:
 - (i) Education
 - (ii) Qualifications, including any applicable certifications.
 - (iii) Experience, including management experience.
 - (iv) Experience with the following:
 1. Resource Conservation and Recovery Act (RCRA)
 2. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
 3. National Environmental Policy Act (NEPA)
 4. California Environmental Quality Act (CEQA)

- The Contractor shall provide resumes (using the format at Attachment L-1) for the proposed key personnel. The font can be no smaller than 10 point. The resumes shall be no longer than two (2) pages. Additional pages will not be evaluated. The resumes shall identify the area of responsibility for which the key personnel are being proposed. The resumes should include at a minimum the following for the proposed key person: education, qualifications, relevant experience including management experience, regulatory experience, suitability for the proposed position, and experience on work similar to that described in the SOW and the function performed on the similar work.
- The Contractor shall submit signed letters of commitment from the proposed key personnel. The letter of commitment shall state as follows:

“I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position of _____ (insert name of proposed position) if _____ (insert name of contractor) receives the award and will perform in the proposed position for the performance period of the Task Order.”

- The Contractor shall provide and discuss an organizational chart for the project and a functional description of the roles and responsibilities for each group as it relates to the technical approach proposed for this Task Order.
- (iii) Quality Assurance Program - The Contractor shall describe the quality assurance system to be implemented to comply with 10 CFR 830.121 and DOE O 414.1C, and to ensure the provisions of this task order are complied with.
 - (iv) Integrated Safety Management (ISM) - The Contractor shall describe how it will execute an Integrated Safety Management System that flows down into all work activities. The Contractor shall describe how safety

deficiencies will be identified and resolved and how effective corrective actions will be implemented.

- (v) Public Affairs -- The Contractor shall describe how public affairs will be optimized to support implementation of the stakeholder involvement plan.
- (vi) Risks/Uncertainties - The Contractor shall provide its assessment of the work scope that present a significant risk to project cost and schedule, and provide its proposed approach for their elimination, avoidance or mitigation.

(2) Past Performance

- (i) The Contractor shall provide past performance information for the Contractor, teaming partner and major subcontractors, i.e. teaming partners and/or major subcontractors proposed to perform over \$1 million of work for any year of the proposed task order.
- (ii) The Contractor shall identify three (3) contracts or projects that are similar in size, scope, and complexity to the SOW and that are currently being performed or have been performed within the past six years. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g. Environmental Impact Statement preparation, environmental sampling and analysis, stakeholder interaction, etc.). Complexity is defined as performance challenges (e.g. regulatory environment, integration and coordination with other DOE or other Government contractors and/or integration and coordination with stakeholders).
- (iii) The Contractor shall identify for each of its teaming partners and/or major subcontractors, one contract or project, which is currently being performed or has been performed within the past three years that is similar in size, scope, and complexity to the scope of work which the teaming partner and/or major subcontractor is proposed to perform under this solicitation. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g. non-radiological soil and groundwater cleanup and waste management, project management, or project controls) Complexity is defined as performance challenges (e.g. regulatory environment,

types of waste, integration and coordination with other DOE or other Government contractors and/or integration and coordination with stakeholders).

- (iv) The Contractor shall describe the project or contract in sufficient detail, as well as the Contractor's responsibilities under the project or contract, in order for the Department to determine the relevancy and/or degree of relevancy to the requirements under the RTP. The Contractor shall identify type of contract; describe the size, scope, and complexity of the referenced contract or project. The Contractor shall specifically explain how the information is relevant to this task order requirements. The Contractor shall specifically explain and identify the activities for which it, its teaming partners, and major subcontractors are responsible under this RTP in order for the Department to determine the relevancy of the experience being described. The Contractor shall identify the portion of work (size, scope, and complexity) that was performed by the Contractor, teaming partner, major subcontractor for the contract or project identified.
- (v) In addition to the past performance information for three (3) contracts above, the Contractor shall provide Past Performance information on all task orders it, or its teaming partner or major subcontractor, has performed or is performing under the Contractor's basic ID/IQ contract.
- (vi) For each of the contracts/projects/task orders, the Contractor shall submit the past performance information as shown in Attachment L-2, Contractor Past Performance Reference Information Worksheet. The Contractor may attach additional pages, if necessary.
- (vii) In addition, the Contractor shall forward a Contractor Past Performance Letter and Questionnaire, (Attachment L-3), for each contract/project/task order cited above to the appropriate point of contact for that contract/task order. The Contractor may use the information in Attachment L-2 or its own format of a past performance reference letter to identify the project for the reference to which the questionnaire is being sent. The point of contact for each contract/ project/task order should complete, mail or hand-carry (**NOT EMAIL**) the questionnaire to the Contracting Officer identified in

Section L.3 prior to the closing date of the RTP. The contract/project/task order information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of Attachment L-3 and the returned questionnaires.

- (viii) At the Contracting Officer's discretion, the Government may choose to consider questionnaires that arrive subsequent to the closing date of the RTP if such consideration does not unduly delay the evaluation.

L.5 COST AND FEE PROPOSAL-Volume III

The Contractor shall propose Total Estimated Cost and Fixed Fee (defined in Section B) for the completion of all work associated with this RTP. A completed Section B shall be included in Volume III.

- (a) The Contractor shall submit one (1) original document, four (4) hard copies, and one (1) electronic copy (a Compact Disc (CD)) of Volume III. The Contractor shall submit the cost portion of the proposal in hardcopy, and also via the following electronic media: Attachment L-4, Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2000 or higher. The Contractor's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 6.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable.
 - (1) All cost and fee information shall be included in Volume III of the proposal with the exception of a completed Section B, which is to also be included in Volume I. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.
 - (2) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal.
- (b) The Contractor shall propose a Cost Plus Fixed Fee (CPFF) type task order for the completion of the work associated with the RTP.

(c) The Cost/Price Proposal shall include a Basis of Estimate correlated with activities identified in the WBS, in sufficient enough detail to allow a thorough analysis. The Basis of Estimate detail shall include:

(1) Costs by WBS activity;

(2) Cost elements in each WBS activity shall include, if applicable:

- (i) Labor categories (rates and hours)
- (ii) Material
- (iii) Other direct cost
- (iv) Subcontractor cost
- (v) Escalation
- (vi) Travel and per diem

(d) A spreadsheet is provided in Attachment L-4 and is available electronically for the Contractor to use. The use of the format in the spreadsheet is mandatory. Overhead and G&A allocations (rates and costs) and fee are customarily reported separately from the preceding list and shall be reported as line items added in at the summary level for the purposes of the proposal.

The cost information shall be supported with documentation that describes the methodology used to estimate the cost for all requirements of the task order including all of the scope of work and the cost estimate confidence level. Cost and financial data shall be fully supported, traceable, and organized in a manner that facilitates review. Contractors shall clearly indicate (1) what data are existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the SOW), and (4) the basis for each cost element. Indirect rates shall be supported by pool and base cost detail and allocation methodologies;

- A summary of all costs organized to WBS Level 4 excluding fee.
- A summary of all costs (hours/rates, other directs, G&A, fee, etc.) by year.

- (e) The total amount of proposed fee for this Task Order is subject to the ceiling fee percentage specified in the contractor's basic contract. In the event of a conflict between the amount of proposed fee (as specified by the contractor in Section B.2) and the contract fee ceiling specified in the basic contract, the contract fee ceiling takes precedence. Under the foregoing circumstances, the amount of fixed fee will be calculated in accordance with the basic contract for purposes of evaluation and award, regardless of the amount specified in Section B.2. Nothing included herein will prohibit contractors from proposing fee at a percentage less than the maximum specified in the contractor's basic contract.

L.6 AMENDMENT OF THE SOLICITATION

The only method by which any term of the RTP may be modified is by an express, formal amendment to the solicitation generated by the DCO. No other communication made at any conference, emails or subsequent discussions, whether oral or in writing, will modify or supersede the terms of the RTP.

ATTACHMENT L-1

Key Personnel Resume Format

Name:

Proposed Position with Contractor:

Key Duties and Responsibilities in Proposed Position:

Current Position and Employer:

Length of Employment:

Supervisor:

Address and Telephone Number:

(Identify employers, position titles, dates of employment, specific duties and responsibilities. Provide written resumes that describe relevant experience. The resumes shall describe how work experience relates to Area IV SSFL EIS Project issues and capability to function effectively in his/her proposed team position.)

Relevant Experience: (Current and at least two (2) previous employers or positions)

Leadership: (Identify specific examples of demonstrated leadership as opposed to just leadership positions held.)

Suitability and capability to perform the SOW:

Education:

(Identify institution, degree earned, dates or state "no degree" if applicable)

Professional Development and Achievements:

(Identify professional memberships, special training, professional registrations, etc.)

References [provide three (3)]:

(Name, title, company/organization, address, phone numbers)

Attachment L-2 - Contractor Past-Performance Reference Information Worksheet

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference and type	4. Date of contract
5. Date work commenced	6. Date work was completed
7. Contract Type and Contract Value	8. Final amount invoiced or amount invoiced to date
9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)
9c. Environmental Regulator point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	10. Consultants and partners/subcontractors used (names, addresses, and phone numbers)
11. Project/Contract Title	
12. Description of contract work (Describe nature and scope)	
<p>Attach additional sheet if necessary (one additional sheet maximum)</p>	

Instructions for Completing the Reference Information Worksheet

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer and contract type.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the contract type and contract value (separately listing fee if cost-type).
- Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.
- Item 10. Insert names and phone numbers of consultants and partners/subcontractors used.
- Item 11. Insert the title of the project and/or contract.
- Item 12. Describe the nature and scope of the work. Describe the relevance of the work to the current acquisition and discuss performance. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make

adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.

ATTACHMENT L-3

Past Performance Letter

Date _____

Dear _____:

We are participating in a proposal for a Department of Energy (DOE) Task Order for the Area IV Santa Susana Field Laboratory Environmental Impact Statement (Area IV SSFL EIS) project. We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance. Please return the completed questionnaire to the following address within ten calendar days:

Harold D. Hincks, Contracting Officer
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 E 5th Street, Suite 500
Cincinnati, OH 45202

Please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR
3.104”
“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

Please remember to provide your contact information at the end of the questionnaire.

Please use the following definitions to provide your ratings:

- 0 - Unsatisfactory - The contractor failed to meet the minimum contract requirements.
 - 1 - Poor - Performance was less than expected. The contractor performed below minimum contract requirements.
 - 2 - Satisfactory - Performance met expected levels. The contractor met the minimum contract requirements.
 - 3 - Good - Contractor performance exceeded expected levels. The contractor performed above minimum contract requirements and displayed a thorough understanding of contract requirements.
 - 4 - Excellent - Contractor performance substantially exceeded expected levels of performance. The contractor consistently performed above contract requirements, displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.
- NA - Not applicable

DK - Don't know. No knowledge available to rate this question.

Respondents are strongly encouraged to provide an explanatory narrative under REMARKS. If more space is needed, please attach additional pages.

e-mail address	
----------------	--

ATTACHMENT L-4

COST WORKSHEETS

**PROVIDED IN COST WORKSHEET TAB ON RTP WEBSITE
(SEE RTP WEBSITE)**

SECTION M **EVALUATION FACTORS FOR AWARD**

This Section M is provided as an RTP preparation instruction and will not be a part of the Task Order.

M. 1 EVALUATION OF PROPOSALS

- (a) This acquisition will be conducted pursuant to procedures established in Section H.10 of the basic ID/IQ contract and FAR Part 16. The Environmental Management Consolidated Business Center (EMCBC) will establish a contractor selection team to evaluate the proposals submitted for this acquisition in accordance with the Evaluation Factors described within this Section.
- (b) The instructions set forth in Section L are designed to provide guidance to the Contractor concerning the documentation that will be evaluated. The Contractor must furnish adequate and specific information in its response.
- (c) Any exceptions, deviations, or conditional assumptions to the terms of this solicitation unless specifically requested in the RTP may make the offer unacceptable for an award without discussion
- (d) Prior to issuance of the task order, a determination shall be made whether any possible Organizational Conflict of Interest (OCI) exists with respect to the apparent successful Contractor (including any teaming partners and major subcontractors) or whether there is little or no likelihood that such conflict exists. An award will be made if there is no OCI or if any potential OCI can be appropriately avoided or mitigated. (See FAR 9.5)
- (e) The Government intends to evaluate proposals and award a task order without discussions with Contractors. Therefore, the Contractor's initial proposal should contain the Contractor's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the DCO later determines them to be necessary.

M.2 BASIS FOR TASK ORDER AWARD

The Government intends to award one task order, based substantially upon technical merit, to the responsible Contractor whose proposal is responsive to the RTP and is determined to represent the greatest (best) value to the Government. Selection of the best value to the Government will be based upon the below evaluation factors.

Selection will be based on an evaluation of the technical and cost/fee evaluation factors. The technical evaluation factors, in combination, are more important than evaluated cost and fee. However, cost is important; the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one proposal over another.

M.3 OVERALL RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS

- (a) The proposals will be evaluated using information submitted by the Contractors on the technical evaluation factors listed below in descending order of importance:
 - (1) Technical and Management Approach
 - (2) Past Performance

M.4 TECHNICAL EVALUATION FACTORS/CRITERIA

(a) Technical and Management Approach

- (1) The Contractor's Technical and Management Approach will be evaluated to determine the Contractor's ability to understand and perform the requirements set forth within the statement of work including the approach to performing the SOW elements supporting the following:
 - (i) Gap Analysis and Project Work Plan Development
 - (ii) Field Work
 - (iii) Preparation of Environmental Impact Statement
 - (iv) Stakeholder Involvement
 - (v) State and Federal Environmental Remediation Laws and Regulations
- (2) DOE will evaluate the Contractor's proposed major work elements from the Work Breakdown Structure (WBS) and any unique methods for completing the SOW.
- (3) DOE will evaluate the Contractor's proposed schedule, which includes a Gantt Chart and Logic Network.
- (4) DOE will evaluate the proposed Project Team, for the positions of Project Manager, Project Controls Manager, Sampling and Analysis Manager, NEPA Document Manager, Radiological Controls Manager, Environmental Safety and Health Manager, and Public Affairs Manager in the following areas:

- (i) Education
 - (ii) Qualifications, including any applicable certifications.
 - (iii) Experience, including management experience.
 - (iv) Experience with the following:
 - 5. Resource Conservation and Recovery Act (RCRA)
 - 6. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
 - 7. National Environmental Policy Act (NEPA)
 - 8. California Environmental Quality Act (CEQA)
 - (v) Project/organizational roles and responsibilities to satisfy this task order.
- (5) DOE will evaluate the Contractor's proposed approach to ensure its Quality Assurance Program complies with 10 CFR 830.121 Subpart Quality Assurance and DOE O 414.1C
 - (6) DOE will evaluate the Contractor's proposed approach to ensure it complies with DOE's requirements for Integrated Safety Management System, and how safety deficiencies will be identified and resolved and how effective corrective actions will be implemented.
 - (7) DOE will evaluate the Contractor's assessment of the work scope risks and uncertainties and its ability to identify, assess, and manage risk that present a significant risk to project cost and schedule. DOE will evaluate the Contractor's proposed approach for elimination, avoidance and mitigation of risk/uncertainties.

(b) Past Performance-

- (1) DOE will evaluate the relevancy including the degree of relevancy and quality of the Contractor's and/or teaming partners' and/or major subcontractor(s)' past performance based on the description provided in the worksheets, the subject matter areas addressed in the questions and responses in the questionnaires (Section L-3), and other information available to the Contracting Officer. More relevant past performance references may be given greater consideration.
- (2) The DOE will evaluate and consider as part of the past performance evaluation, the Contractor's performance on task orders issued under the basic IDIQ contract.

- (3) The DOE may check Federal Government electronic databases for relevant past performance information. DOE may check readily available Government records including pertinent DOE prime task orders, or from commercial references for relevant past performance information. DOE will review all information submitted, may contact some or all of the task order references provided by the Contractor, and may contact references other than those identified by the Contractor.
- (4) Contractors without a record of relevant past performance on contracts or projects that are similar in size, scope and complexity, or for whom past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

M.5 COST & FEE EVALUATION FACTORS

- (a)** DOE will evaluate each Contractor's proposed cost and fee, and schedule to ensure total contract cost is consistent with limitations specified in Section B.05 of the Basic IDIQ Contract and fee is consistent with limitations specified in Section B.3 of this Task Order. In the event of a conflict between the RTP and the Contractor's basic IDIQ contract, the fee percentage (ceiling) stated in the basic IDIQ contract takes precedence.
- (b)** DOE will evaluate each Contractor's proposed total estimated cost to ensure that the Contractor's Overhead and G&A do not exceed that proposed in response to the basic contract.
- (c)** DOE will evaluate the remaining contractor's proposed cost and compare with detailed information provided in the Cost Plan and Work Breakdown Structure. The total estimated cost will be evaluated for realism, reasonableness, accuracy and completeness and will complete a most probable cost assessment. The most probable cost will be the cost utilized in making the best value decision under Section M.2.
- (d)** The Contractor that presents the (greatest) best value to DOE considering costs, technical and management proposal, and performance history will be considered to be the best value to the Government.