

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 127
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2. CONTRACT (Proc. Inst. Ident.) NO. 89303321DEM000054/OP1592854947J	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY CODE 893033	6. ADMINISTERED BY (If other than Item 5) CODE 03001
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EM -Environmental Mgmt Con Bus Ctr EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202	EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202	SCD-C
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) See Schedule	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9. DISCOUNT FOR PROMPT PAYMENT NET 30	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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CODE	FACILITY CODE
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11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT **\$22,000,000.00**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/CONTRACT FORM	3	X	I	CONTRACT CLAUSES	21
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X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	47
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	2		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	2		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]	20A. NAME OF CONTRACTING OFFICER Travis R. Taggart
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19B. NAME OF CONTRACTOR See Schedule	19C. DATE SIGNED 28 June 2021	20B. UNITED STATES OF AMERICA TRAVIS TAGGART BY TAGGART (Signature of the Contracting Officer)	20C. DATE SIGNED 6/28/2021 Digitally signed by TRAVIS TAGGART Date: 2021.06.28 10:06:48 -04'00'
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303321DEM000054/OP1592854947J

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NAME OF OFFEROR OR CONTRACTOR

See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
01000	DUNS Number: 116856486 Small Business Administration 116856486 North Wind Site Services, LLC 1425 Higham St Idaho Falls ID 834021513 Environmental Remediation (ER) Services, Demolition and Removal Services of Facilities (Contaminated), Regulatory Services, and Waste Management Services at Knolls Atomic Power Laboratory				22,000,000.00

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract for Environmental Remediation Services, Demolition and Removal Services of Facilities (Contaminated), Waste Management Services, and Regulatory Services under which Time-and-Materials (T&M) and Firm-Fixed-Price (FFP) task orders may be issued, using the fully-burdened labor rates contained in Section J, Attachment A, *IDIQ Schedule of Fully Burdened Labor Rates*. The contractor shall safely and efficiently perform these services in support of the U.S. Department of Energy (DOE) Environmental Management Consolidated Business Center (EMCBC) at the Knolls Atomic Power Laboratory in Niskayuna, NY and potentially at the Kesselring Site in West Milton, NY. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in applicable task orders as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work under this contract as stated in the Performance Work Statement (PWS), Section C, and its resulting task orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in each individual task order, in accordance with the Section H clause, *Task Ordering Procedure*.

B.2 CONTRACT LINE ITEM STRUCTURE

CLIN NUMBER	ITEM DESCRIPTION	MAXIMUM VALUE OF SERVICES	CONTRACT ORDERING PERIOD
00001	Environmental Remediation (ER) Services, Demolition and Removal Services of Facilities (Contaminated), Regulatory Services, and Waste Management Services	\$22,000,000.00	60 months (5 years) from the date of award

B.3 CONTRACT MINIMUM AND MAXIMUM VALUE OF SERVICES

(a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$50,000.00.

(b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$22,000,000.00.

(c) Funding will be obligated to each individual task order. All task orders issued under this contract count towards the estimated maximum value of \$22,000,000.00 and the total cumulative value of the task orders issued shall not exceed the contract estimated

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maximum value.

B.4 FIRM-FIXED-PRICE TASK ORDERS

For Firm-Fixed-Price task orders, payment for the services ordered and delivered shall be made in accordance with Section I clause 52.232-1, *Payments*.

B.5 TIME-AND-MATERIALS TASK ORDERS

(a) A total ceiling price will be established for each task order that includes the ceiling for labor plus the combined ceiling for materials, travel, other direct costs, and the indirect costs that are applied to these non-labor direct costs.

(b) Labor

(i) The Contractor shall provide direct-productive-labor-hours (DPLH) at the fully burdened labor rates shown in Attachment A, *IDIQ Schedule of Fully Burdened Labor Rates*, which are fixed for the term of the contract and any task order awarded thereunder. Fully burdened labor rate is defined as the sum of the base wage, fringe benefits, overhead, general and administrative expense, and profit, on an hourly basis for a given labor category.

(ii) DPLH is defined as actual hours worked, inclusive of both the prime and any subcontractor hours, but exclusive of federal holidays (10 total) and other closures, vacation, sick leave, administrative leave, and other absences.

(iii) Estimated DPLH will be established for each labor category; however, they are only estimates. Actual hours may vary from the estimated hours during the course of the task order. Note that the Contractor shall not be bound to deliver labor hours by labor category in strict accordance with the task order, but will instead be authorized to interchange labor hours within approved labor categories, so long as overall labor costs are within the labor ceiling dollar value. However, prior to Contractor utilization of DPLH in excess of the estimated DPLH for any given labor category, the Contractor must provide 10 business days advance written notice to the Contracting Officer. The advance notification requirement applies to the each situation that occurs in a task order for each labor category.

(c) Materials, Travel, and Other Direct Costs

(i) The Contractor shall be reimbursed on an actual cost basis for materials, travel, and other direct costs in accordance with the applicable cost principles contained in the contract clause at FAR 52.216-7, *Allowable Cost and Payment*.

(ii) Travel

(A) The Contractor shall be entitled to reimbursement of the expenses incurred by its employees for lodging, meals, and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for

travel related to the work scope (e.g. training classes, technical meetings, and stakeholder interactions). Reimbursement shall be in accordance with FAR 31.205-46, *Travel Costs*.

(B) The Contractor shall obtain written approval from the Contracting Officer prior to incurring expenses pertaining to a domestic extended personnel assignment. Domestic extended personnel assignments are defined as any assignment of Contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days. The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for Contractor employees on domestic extended personnel assignments after 60 days, unless prior written Contracting Officer approval is received. Additionally, the above requirements are applicable to subcontracts and consultant agreements in which travel will be reimbursed at cost. For the first 60 days of a domestic extended personnel assignment, DOE will reimburse the Contractor for lodging, meals, and M&IE at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location.

(d) The Contractor shall notify the Contracting Officer in writing should it note any conditions that arise that may warrant a change in the ceiling value of a task order or the utilization of a new/additional labor category. The Contracting Officer shall notify the Contractor in writing within ten calendar days of such a notice from the Contractor whether or not a change to the task order may be warranted and a proposal necessary.

(e) Payment for any DPLH provided by the Contractor's and/or subcontractor employees, non-labor direct costs, and indirect costs applied to the non-labor direct cost will be made in accordance with Section I clause 52.232-7 *Payments Under Time-and-Materials and Labor-Hour Contracts*.

B.6 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014) (TIME-AND-MATERIALS TASK ORDERS)

Pursuant to the clause of this contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of the estimated price specified in the Task Order. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

To Be Determined on a Task Order basis. No funding will be obligated to the IDIQ Contract. T&M Task Orders may be incrementally funded.

B.7 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS/CLINS)

(a) This contract's fixed-price task orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders issued under CLIN 00001 may be incrementally

funded; and if a CLIN or task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or task order will be the lower of the amount of funds allotted to the CLIN or task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or task order there is:

- 1) a fixed price for the action;
- 2) a fixed amount of work that corresponds to the fixed price;
- 3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
- 4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
- 5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
- 6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each CLIN or task order:

- 1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or task order;
- 2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or task orders included in this contract:
 - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
 - ii. the specific risk that in the event of termination of an incrementally funded CLIN or task order before the CLIN or task order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price CLIN or task order is the allotted funds for the CLIN or task order, the Contractor will receive the lower of

the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.

- 3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
- 4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or task order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
- 5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or Services And Prices/Costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or Performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each CLIN or task order:

- 1) The fixed price (of both the entire CLIN or task order and of the current cumulative amount of funds allotted to the CLIN or task order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
- 2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
- 3) If the Government meets the entire Planned Funding Schedule,
 - i. the cumulative amount of funds allotted will equal the CLIN's or task order's fixed price and
 - ii. the Contractor must provide the work the contract requires for the CLIN or task order.

(d) The fixed price for each CLIN or task order is listed in Section B of this contract.

(e) The Planned Funding Schedule for each CLIN or task order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or task order equals the fixed price of the CLIN or task order.

(f) The Actual Funding Schedule for each CLIN or task order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for

payment by the Government separately for task orders issued under CLIN 00001, and the work to be performed for the funds allotted.

- 1) The Contractor may bill against a CLIN or task order only after the Government has allotted funds to the CLIN or task order and the Contractor has delivered the services and earned amounts payable for the CLIN or task order.
 - i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
 - ii. If the Contractor does not perform the contract's requirements for the CLIN or task order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN or task order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN or task order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
- 1) The Government's and the Contractor's obligations under the contract for the CLIN or task order—with the exception that the Government's obligation for the CLIN or task order is limited to the total amount of funds allotted by the Government to the CLIN or task order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or task order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN or task order; and neither the fixed-price for the CLIN or task order nor any other term or condition of the contract will be affected due to the CLINs or task orders being incrementally funded.
 - i. The Contractor agrees, for example, if the Government allots funds to a CLIN or task order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or task order, the Government has met all of its obligations just as if the CLIN or task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or task order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or task order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or task order:
 - A. it (not the Government) will be liable for those excess amounts payable;

- B. it will remain liable for its obligations under every term or condition of the contract; and
 - C. if it fulfills all of its obligations for that CLIN or task order and the Government allots funds to the CLIN or task order equal to the CLIN's or task order's fixed price, the Government will pay it the fixed price for the CLIN or task order and no more.
- ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN or task order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or task order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or task order were fully funded; consequently, if the Government subsequently terminates the CLIN or task order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or task order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or task order by the Government.
 - 1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
 - 2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or task order.
 - 3) The Government may require the Contractor to continue performance of that CLIN or task order for as long as the Government allots funds for that CLIN or task order sufficient to cover the amount payable for that CLIN or task order.
 - (i) If the Government does not allot funds to a CLIN or task order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
 - 1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or task order;

- 2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
 - 3) if the Government subsequently terminates the CLIN or task order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or task order:
- 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or task order; and
 - 2) The Contractor is not obligated to continue performance under this contract related to the CLIN or task order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or task order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or task order, which will remain at all times the Government's maximum liability for a CLIN or task order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or task order in excess of the total amount allotted by the Government to this contract for a CLIN or task order, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or task order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Fixed-Price Task Order]:

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Fixed-Price Task Order]:

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

B.8 NON-LABOR COST – INDIRECT CEILING RATE

The Contractor is entitled to apply an indirect rate to all non-labor costs for any issued Time-and-Materials Task Orders in accordance with the ceiling rates provided in the table below. The percentage specified is considered a ceiling rate. The Contractor’s actual rates, up to the ceiling rate, will be applied for any issued Time-and-Material Task Orders. The Contractor’s reimbursed indirect rate shall be supported by the Contractor’s accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

	Year 1	Year 2	Year 3	Year 4	Year 5
Ceiling Rate	TBD	TBD	TBD	TBD	TBD
Description of Allocation Base (e.g. Material, Subcontract, etc.)	TBD	TBD	TBD	TBD	TBD

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SECTION C - DESCRIPTION/SPECIFICATIONS

Performance Work Statement (PWS) for Environmental Remediation (ER) Services, Demolition and Removal Services of Facilities (Contaminated), Regulatory Services, and Waste Management Services

C.1 General Description of Services

The contractor shall perform services including, but not limited to: environmental remediation; demolition and removal of facilities (contaminated); regulatory services; waste management and transportation; and all associated activities. The contractor shall safely and efficiently perform these services in support of the U.S. Department of Energy (DOE) Environmental Management Consolidated Business Center (EMCBC) at the Knolls Atomic Power Laboratory in Niskayuna, NY as well as potential services at the Kesselring Site in West Milton, NY.

C.2 Safety, Quality Assurance, and Contractor Oversight

It is a DOE priority to ensure safety of its contractor workforce, the DOE workforce, the public, and the environment. DOE strives to meet a goal of zero accidents and injuries at its work sites and cannot achieve this goal without contractor/DOE cooperation in creation of a safety culture at all levels. To achieve this goal, the contractor will be required as part of performing each individual Task Order to implement safety, environmental, quality, and oversight programs to safely and efficiently deliver services. The programs, including all implementing policy, procedures, and instructions, that may be required under each individual Task Order include, but are not limited to, the following:

- Radiological Protection Program and implementing procedures (See 10 CFR 835 and DOE Order 458.1)
- Worker Safety and Health Program and implementing procedures (See 10 CFR 851)
- Environmental Protection Program (See DOE Order 451.1)
- Waste Management Program (See DOE Order 435.1)
- Emergency Preparedness Program (See DOE Order 151.1)
- Quality Assurance Program (See DOE Order 414.1 Change 1)
- Contractor Assurance Program (See DOE Policy 226.2)
- Project Security Plan (Tailored to each work site)
- Resource Conservation and Recovery Act (RCRA) documents; RCRA Facility Assessment Sampling Visit, RCRA Facility Investigation, RCRA Corrective Action Interim Corrective Measures Work Program, and RCRA Quality Assurance Program

List A (see individual Task Orders, Section J Attachment J-2, for specific programs required) includes the specific Federal regulations applicable to the programs above.

List B (see individual Task Orders, Section J Attachment J-2, for specific programs required) includes the DOE Policies, Orders, Manuals and Standards applicable to the programs above. Additional programs not discussed above may be required for the successful completion of work

under each individual Task Order. Descriptions of these programs are included in the DOE Policies, Orders, Manuals and Standards included in List B. In addition, there are numerous DOE Guides and some Handbooks referenced in the Orders and Manuals, List B, for the contractor's use in developing and implementing acceptable programs.

C.3 Regulatory Frameworks

Services required under this contract for performance of Task Orders may be governed by different or several separate regulatory agreements. The agreements will be specifically identified in each individual Task Order and may be derived from National Environmental Policy Act (NEPA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Records of Decision (ROD), CERCLA Action Memoranda, Resource Conservation and Recovery Act (RCRA), DOE Orders, Nuclear Regulatory Commission (NRC) Licenses, Environmental Impact Statements (EIS), state laws and requirements, or other site-specific requirements.

The FFA governs the corrective and Remedial Action (RA) processes from the investigation of individual CERCLA Operable Units through their remediation and is designed to integrate the response action process with the corrective measures provisions of Section 3004(u) of RCRA. The FFA describes procedures for the parties to set annual work priorities for each process.

Some field work may require contractor interaction with Federal (DOE and non-DOE) personnel and systems, as well as Tribal, State, and/or local governments.

C.4 Government-Furnished Services and Items

Government-furnished services and items, if any, will be identified in each individual Task Order.

C.5 Deliverables

Potential deliverables, including reports, will be identified in each individual Task Order.

C.6 Location and Hours of Performance

The primary location for the performance of work under this contract award is the Knolls Atomic Power Laboratory (KAPL) in Niskayuna, NY, with potential work at the Kesselring Site (KSO) in West Milton, NY. Work contemplated will occur at either of these two sites in accordance with their own mission objectives. Contemplated DOE EM work needs to be conducted with minimal impact to site operations and collocated workers, and also prevent impact to the environment. The contractor will be expected to prepare robust safety, environmental, health and work programs, and practices and procedures implementing DOE policies, orders, standards, as well as all other applicable federal, state, and local requirements.

The working hours and primary location will be identified in each individual Task Order.

C.7 Work Authorization

Work will be authorized by issuance of each individual Task Orders.

C.8 Description of Services

Services included in the scope of this contract involve facilities classified as below Nuclear Hazard Category 3 (as defined in DOE Standard 1027-92, Hazard Categorization and Accident Analysis Techniques for Compliance with DOE Order 5480.23, Nuclear Safety Analysis Reports). Facilities may be contaminated with radioactive, hazardous, and/or chemical substances.

The services are presented in the following manner for clarity purposes and may be required to be performed in any combination or separately in each individual Task Order.

C.8.1 Environmental Remediation Services

These services include comprehensive environmental remediation services, including, but not limited to: initial site inspection and assessments; facility, soil and groundwater characterization; remediation of a specific site or area including remediation of soils and groundwater; associated site restoration; well decommissioning and/or installation; design and/or construction of an on-site waste disposal unit(s) cover; wetland determination/delineation; regulatory report writing; contaminant fate and transport modeling, data reduction, interpretation, and presentation; statistical analysis; and geographic information systems.

C.8.2 Demolition and Removal Services of Contaminated Facilities

Services include demolition and removal of contaminated facilities, and associated site restoration. Contaminated facilities may involve radiological, chemical, and/or other hazardous contamination. The levels of contamination may vary. These hazardous materials and chemicals include, but are not limited to; asbestos, RCRA heavy metals, PCBs, elemental mercury, beryllium, and non-hazardous materials and waste.

C.8.3 Waste Management Services

Waste management services include comprehensive activities required to manage and dispose of all wastes associated with or generated by cleanup of facilities and areas. The contractor shall perform all characterization, certification, permitting, storage, treatment, and necessary logistical support to store, transport (on-site) and ship (off-site) all wastes generated.

C.8.4 Regulatory Services

The contractor shall prepare any or all regulatory documents and assist DOE in obtaining public and stakeholder review, comment and acceptance of proposed alternatives and approaches to satisfy RCRA, CERCLA, National Environmental Policy Act (NEPA), Federal Facility Agreements, Consent Orders and Decrees, Toxic Substances Control Act (TSCA),

Atomic Energy Act, State regulatory requirements, Agreement State licenses, and permits. These activities include, but are not limited to, the following:

- Initial site inspections and assessments
- Historical Site Assessments ([Multi-Agency Radiation Survey & Site Investigation Manual \(MARSSIM\)](#))
- RCRA Facility Assessment Sampling Plans
- RCRA Facility Investigation/Feasibility Study Work Plans
- RCRA Corrective Measures Study/Feasibility Study
- RCRA Interim Corrective Measures Work Plans
- RCRA Permit Modification and Applications
- RCRA Closure Plans and Reports
- CERCLA Engineering Evaluation/Cost Analysis (EECA)
- Baseline Risk Assessment Report
- Statement of Basis/Proposed Plan under CERCLA
- CERCLA Action Memorandum
- NEPA Categorical Exclusions (CX)
- NEPA Environmental Assessment (EA)
- NEPA Environmental Impact Statements (EIS)
- Record of Decision
- Authorized Limits and supporting ALARA assessments for radioactivity
- National Emission Standards for Hazardous Air Pollutants (NESHAPS) Assessments, Reports, and other related EPA reports and notices for asbestos and radioactivity.
- Samples Analysis Data Summary Reports and Validation
- Field Sampling Plan
- Sampling and Analysis Plan for chemicals and/or radioactivity
- Groundwater Modeling Plan
- Well Decommissioning/Field Activities Report
- Post Construction Report
- Final Remediation Report
- Hazardous Materials Transportation Request
- Remedial Action Implementation Plan
- Radiological Implementation Plan
- Radiological Work Permit
- Storm Water Pollution Prevention Plans
- Waste Manifests
- State-specific reporting of treatment, storage, disposal, and shipment operations
- Public Involvement Plans
- Public Meetings
- Legal Notices
- Fact Sheets
- Administrative File Record and Administrative Record creation, maintenance, and completion

C.9 Departmental Sustainability

The Contractor shall implement and maintain a Departmental Sustainability (DS) program in

accordance with DOE O 436.1, *Departmental Sustainability*. This directive supersedes requirements of the former DOE O 450.1A, *Environmental Protection Program*. The Contractor shall conduct all activities in accordance with applicable laws, regulations, agreements, and the Directives listed in the contract and/or its attachments. The Contractor is responsible for complying with the requirements of this Order and flowing down the requirements to subcontracts to the extent necessary to ensure subcontractor compliance with these requirements.

C.9.1 Site Sustainability Plan (SSP)

Contractors must develop or support development and commitments to identify their respective contributions toward meeting the Department's sustainability goals. Contractors must integrate their SSP with their operational plans. The SSP is to be provided to the COR for review and approval within 60 days of award.

C.9.2 Environmental Management System (EMS)

The Contractor must develop and implement an environmental management system (EMS) that is certified to, or conforms with, the International Organization for Standardization's (ISO) 14001:2015. Site sustainability goals must be integrated into the EMS **as applicable**. The EMS is to be provided to the COR for review and approval within 60 days of award.

C.10 Performance Requirements

For each service, performance requirements are expressed in the following manner and include the following elements. A performance requirement consists of:

- Performance Objective: A statement of the outcome or results expected in a specific service area. Performance objectives are also found in the Task Orders issued under each of the service areas.
- Performance Measures: The critical few characteristics or aspects of achieving the objective that will be monitored by the government. Each objective may have one or more measures.
- Performance Expectations: A statement setting forth all milestones, procurement requirements, and deliverables to be met by the contractor.

C.10.1 Performance Objectives

The contractor shall complete all services as required by each individual Task Order. In accomplishing Performance Objectives, the contractor shall:

- Perform services in accordance with applicable Federal laws, state laws, local laws, Consent Orders and Decrees, permits and any other agreements and DOE environmental, safety and health, and quality assurance requirements.
- Perform all services in accordance with approved safety programs.
- Complete work on schedule.
- Complete work within estimated cost/price.
- Receive no Notice of Violation or equivalent letter from DOE identifying a violation of Federal laws, state laws, local laws, Consent Orders and Decrees, permits, other

agreements, DOE Environmental, Safety and Health programs, or quality assurance requirements.

C.10.2 Representative Performance Measures

Each individual Task Order will identify performance measures for the work to be performed. These may include, but are not limited to, the following:

- Environment, Safety, Health and Quality Assurance Statistics (recordable injury rate, lost work day case rates, reports of violations, work days without injuries, number of quality inspections and assessments completed, trends in time, etc.)
- Earned Value Management Statistics and trends
- Risks realized and their monetary value
- Opportunities realized (costs avoided) and their monetary value
- Process efficiency measures (e.g. quantities of soil removed, number of wells decommissioned, number of samples obtained, shipments of waste per day, etc.)
- Area of Concern or Solid Waste Management Unit Completions
- Building Square Footage Demolished

C.10.3 Representative Performance Expectations

Each individual Task Order will identify performance expectations for the work to be performed. These may include, but are not limited to, the following:

- Develop and implement a training program to ensure compliance with all environmental, safety and health, quality assurance, and conduct of work requirements.
- Provide safety training of all service personnel, DOE on-site personnel and visitors.
- Complete a contractor readiness assessment to commence work evaluation.
- Obtain all necessary permits to conduct work.
- Obtain approval of all safety, environmental, waste, and quality assurance programs.
- Obtain regulator permits and work plan approvals.
- Complete demolition, removal, and environmental remediation services.
- Obtain applicable Federal and/or State post construction report approval.
- Mobilize temporary facilities, which may include, but are not limited to, trailers, change rooms, lockers, washrooms, shower facilities, and sanitation services to accommodate the contractor work force and DOE oversight personnel, as needed.
- Characterize all materials, including building materials, process residuals, and wastes.
- Remediate the facility or area to a specified reuse standard, as required.
- To support demolition, disconnect, isolate, or reroute all utilities, services and/or infrastructure connections to facilities. (Make facilities cold and dark).
- Install construction access roads.
- Modifying existing fencing or adding fencing to control the work area.
- Minimize interference with roads, streets, walks and other facilities.
- Implement storm water controls.
- Remove and dispose of all facilities, surplus equipment and fencing.

- Remove and dispose of all equipment, rubble, sanitary waste, scrap metal and trash from the work site.
- Restore the work areas, which may involve, but not be limited to: backfilling excavations with clean fill, compacting the fill, and seeding, or paving; restoring damaged roadways; removing temporary roadways, facilities and fencing; and restoring other modifications made to facilitate work.
- Receive no moving traffic violations, violations or citations for road worthiness of transport vehicles or for improper labeling, placards, markings, packaging, weight limitation, or shipping paper inadequacies.
- Complete all documentation and transfer records to DOE.
- Complete regulatory Administrative File and Administrative Record.
- Establish pollution prevention program to minimize use of products, supplies, and services that have potential environmental or human impacts.

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SECTION D – PACKAGING AND MARKING

D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)

- (a) Preservation, packaging, and marking for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number pursuant to which the item is being delivered;
 - (2) Identifies the deliverable item number or report requirement which requires the delivered item(s); and
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract as identified in Section G of the contract, or if none, to the CO.

D.2 SECURITY REQUIREMENTS

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U.S. Department of Energy safeguards and security directives.

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE – SECTION E

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which require a fill-in by the Government, include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

Clause No.	FAR Reference	Title
E.1.1	52.246-2	Inspection of Supplies - Fixed-Price (AUG 1996)
E.1.2	52.246-4	Inspection of Services - Fixed-Price (AUG 1996)
E.1.3	52.246-6	Inspection - Time-and-Material and Labor-Hour (MAY 2001)
E.1.4	52.246-16	Responsibility for Supplies (APR 1984)

E.2 DOE-E-2001 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-4, *Inspection of Services – Fixed-Price* for FFP task orders and 52.246-6, *Inspection – Time-and-Material and Labor-Hour* for T&M task orders. If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

E.3 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

- (a) The Contractor shall comply with the higher-level quality standard(s) listed below:

Quality Assurance Program (QAP) compliant with DOE O 414.1D, Change 1, *Quality Assurance*; and

DOE O 226.1B, *Implementation of Department of Energy Oversight Policy* for all facilities and activities.

- (b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

- (i) Control of such things as design, work operations, in-process control, testing, and inspection; or

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(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

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SECTION F – DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE - SECTION F

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

Clause No.	FAR Reference	Title
F.1.1	52.242-15	Stop-Work Order (AUG 1989)
F.1.2	52.242-15	Stop-Work Order (AUG 1989) ALT I (APR 1984)
F.1.3	52.242-17	Government Delay of Work (Apr 1984)

F.2 DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)

The services specified by this contract shall be performed at the following location(s):

Knolls Atomic Power Laboratory (KAPL) in Niskayuna, NY
Kesselring Site (KSO) in West Milton, NY

The specific location will be identified at the task order level.

F.3 DOE-F-2003 PERIOD OF PERFORMANCE (OCT 2014)

- (a) The ordering period shall be 60 months (five years) from the effective date of contract award.
- (b) Each task order issued by the Contracting Officer will identify a specific period of performance for that task order. Issuance of task orders will not occur beyond the end of the ordering period. Performance of all task orders issued before the end of the ordering period shall not exceed 24 months beyond the end of the ordering period.
- (c) The period of performance for any Time and Materials (T&M) task order shall not exceed 36 months. The period of performance for Firm-Fixed-Price (FFP) task order shall not exceed 60 months.

F.4 DELIVERABLES

Deliverables will be specified in each individual task order issued under the basic IDIQ contract. The Contractor shall provide the deliverables in accordance with the schedule requirements specified in each task order.

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F.5 NORMAL HOURS OF OPERATION

- (a) The DOE's normal hours of operation are Monday through Friday (except Federal Holidays) between the hours of 6:00 a.m. and 6:00 p.m. Some of the DOE Sites or specific support activities may require an alternate work schedule, and the Contractor may be asked to provide support outside of DOE's normal hours of operation. The Contractor shall provide support services on a schedule as specified in the individual task order.
- (b) Hours worked in excess of 80 hours per 2-week period may be required during performance any task orders issued under this contract. Additional hours or days worked outside of the task order specified schedule, require approval by the CO for the task order under which the work is being performed.

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SECTION G – CONTRACT ADMINISTRATION DATA

G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the Section G clause, *Contracting Officer's Representative*, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.
- (g) Issue Task Orders.

G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, *Technical Direction*, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

- (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

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To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, task order number, title, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the DOE Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence, which proposes or involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract.
- (b) Other Correspondence.
- (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the CO.
 - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms, or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall be provided to the COR.
 - (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the CO and the COR.
- (c) Information regarding correspondence addresses and contact information is as follows:
- (1) Contract Specialist
 - (A) Name: Greta Perry (Contractor)
 - (B) Telephone number: 513-675-6952
 - (C) Address: 550 Main St. Suite 700 Cincinnati, OH 45202
 - (D) Email address: greta.perry@emcbc.doe.gov
 - (2) Contracting Officer
 - (A) Name: Travis Taggart
 - (B) Telephone number: 513-309-9808
 - (C) Address: 550 Main St. Suite 700 Cincinnati, OH 45202
 - (D) Email address: Travis.Taggart@emcbc.doe.gov
 - (3) Contracting Officer's Representative
 - (A) Name: Hugh Davis
 - (B) Telephone number: 518-395-4956
 - (C) Address: 2425 River Road, Niskayuna, NY 12309

(D) Email address: hugh.davis@emcbc.doe.gov

(4) Intellectual Property Counsel

(A) Name: *TBD*

(B) Telephone number: *TBD*

(C) Address: *TBD*

(D) Email address: *TBD*

(5) Government Contract Administration Office

(A) Name: Travis Taggart

(B) Telephone number: 513-309-9808

(C) Mailing address: 550 Main St. Suite 700 Cincinnati, OH 45202

(D) Email address: Travis.Taggart@emcbc.doe.gov

G.5 DOE-G-2005 BILLING INSTRUCTIONS (MAR 2019) (REVISED) (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY)

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.
- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The Contractor's voucher shall include a breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, as applicable on an IDIQ contract basis.

G.6 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (MAR 2019) (APPLIES TO TIME-AND-MATERIALS TASK ORDERS ONLY)

- i. Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.
- ii. Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at

<https://vipers.doe.gov>.

- iii. A paper copy of a voucher that has been submitted electronically will not be accepted.
- iv. The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
 - (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
 - (A) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
 - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
 - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.
 - (E) The Contractor must prepare a Statement of Cost for each task order and a summary for the total invoiced cost.
 - (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
 - (A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
 - (B) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

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(C) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.7 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (JUL 2018) (Revised)

(a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," and is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task-order level, as determined by the Contracting Officer. Evaluation categories may include, but are not limited to, any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall adhere to the process and associated timeline found in the current version of the User Manual for CPARS.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating Contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

G.8 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

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G.9 DEFECTIVE OR IMPROPER INVOICE

The name, title, office name, phone number, e-mail, and complete mailing address of those officials of the Contractor who are to be notified when DOE receives a defective or improper invoice are as follows:

Name: [REDACTED]

Title: [REDACTED]

Phone Number: [REDACTED]

E-mail: [REDACTED]

Mailing Address: [REDACTED]

G.10 INDIVIDUAL AUTHORIZED TO ISSUE TASK ORDERS

The following personnel are authorized to issue task orders under this contract:

Any duly appointed EMCBC Contracting Officer.

G.11 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and task order number and shall be subject to the following procedures:

- (a) Contract Correspondence. Any correspondence affecting the basic contract shall be addressed to the Contracting Officer.
- (b) Task Order Correspondence. Procedures for correspondence affecting an individual task order(s) only will be specified and described in each individual task order.
- (c) Technical Correspondence. Technical correspondence, including all reports and deliverables, shall be addressed to the COR designated for an individual task order as well as to the Technical Monitor designated for that task order (if applicable). Information copies of all technical correspondence shall be addressed to the CO for the affected task order.
- (d) The Contractor shall submit correspondence, reports, and deliverables as follows:
 - (1) All required reports, plans, and other documents shall be submitted to DOE electronically, and upon request by the DOE CO or the DOE COR, in hard copy form. The Contractor shall prepare the requested reports and documents via site standard software (e.g., Microsoft Office Products; PDF) and provide a copy via email or on CD/DVD as required by the size of the document.
 - (2) Electronically authorize/sign all correspondence, deliverables and reports.
 - (3) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. In addition, the submission shall

state which contract deliverable, when appropriate, is being submitted in the correspondence. In the event the Contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE at no cost.

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DOE-H-2011 SUSTAINABLE ACQUISITIONS UNDER CONTRACTS FOR ELECTRONIC PRODUCTS

- (a) Definition.
Electronic products, as used in this clause, means products that are dependent on electric currents or electromagnetic fields in order to work properly.
- (b) The Contractor, when supplying electronic products in performance of, or delivery under the contract, shall ensure that the equipment is EPEAT-registered at the highest level (Bronze, Silver, or Gold) available on the marketplace, which meets technical specifications.

H.2 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.3 DOE-H-2018 PRIVACY ACT SYSTEMS OF RECORDS (OCT 2014)

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause FAR 52.224-2, *Privacy Act*.

DOE Privacy Act System Number	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-13	Payroll & Leave Records
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-38	Occupational and Industrial Accident Records
DOE-55	FOIA/PA Requests for Records

H.4 DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in Section J, Attachment B, *Position Descriptions/Qualifications*, except as the Contracting Officer may otherwise authorize.

H.5 DOE-H-2030 Section 8(a) Direct Awards (FEB 2018)

This contract is issued as a direct award between the Department of Energy (DOE) and the Contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and DOE. In accordance with the SBA-DOE Partnership

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Agreement, SBA has delegated to DOE, for re-delegation to warranted DOE Contracting Officers, its authority to enter into prime contracts with eligible 8(a) participants in accordance with section 8(a) (1)(A) of the Small Business Act. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program.

DOE is responsible for administering the contract and acting on behalf of the Government under the terms and conditions of the contract. DOE may assign contract administration functions to another Government contract administration office. However, DOE shall provide advance notice to the SBA before it issues any final notice terminating performance, either in whole or in part, under the contract; and DOE shall obtain SBA's approval prior to processing any novation agreement.

The Contractor shall notify the DOE Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based relinquish ownership or control of such, or enter into any agreement to relinquish such ownership or control. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for the convenience of the Government, unless SBA waives the requirement for termination.

Even though SBA may not be identified in Section A of the contract, it is still the prime contractor on the contract. The 8(a) participant remains the SBA's subcontractor.

H.6 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a

written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.7 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

H.8 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

Within **fifteen (15)** calendar days after the contract award date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight, and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications, and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.9 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014) (REVISED)

- (a) Pursuant to Executive Order 13834, *Efficient Federal Operations*, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and Contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as:
 - (1) Alternative Fueled Vehicles and Alternative Fuels;
 - (2) Biobased Content Products (USDA Designated Products);
 - (3) Energy Efficient Products;
 - (4) Non-Ozone Depleting Alternative Products;
 - (5) Recycled Content Products (EPA Designated Products); and
 - (6) Water Efficient Products (EPA WaterSense Labeled Products).
- (b) The Contractor should become familiar with these information resources:
 - (1) Recycled Products are described at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (2) Biobased Products are described at <http://www.biopreferred.gov/>.
- (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.
- (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>
- (5) Environmentally Preferable Computers are described at <http://www.epeat.net>.
- (6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>.
- (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.

- (c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

H.10 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 204)

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

H.11 DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after date of award. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.
- (b) The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:
 - (1) A statement of the Contractor's policies and practices; and
 - (2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The

diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

- (c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-7 entitled, *Contract Deliverables*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

H.12 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)

- (a) Designated Federal holidays. Federal employees observe the following Federal holidays:
- (1) New Year's Day
 - (2) Birthday of Martin Luther King, Jr.
 - (3) Washington's Birthday
 - (4) Memorial Day
 - (5) Independence Day
 - (6) Labor Day
 - (7) Columbus Day
 - (8) Veterans Day
 - (9) Thanksgiving Day
 - (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

- (b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal workday for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.
- (d) The Contractor shall provide the services required by the contract at Federally-owned or -controlled sites or facilities on all regularly scheduled Federal workdays and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in

paragraphs (a), (b) and (c), unless required by paragraph (e) below.

- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

H.13 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 14 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.14 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

- (a) In accordance with the clause FAR 52.228-5, *Insurance – Work on a Government Installation*, the following types and minimum amounts of insurance shall be maintained by the Contractor:
 - (1) Workers’ compensation – Amount in accordance with applicable Federal and State workers’ compensation and occupational disease statutes.
 - (2) Employer’s liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker’s compensation to be written by private carriers).
 - (3) Comprehensive bodily injury liability - \$500,000.
 - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
 - (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
 - (6) Comprehensive automobile property damage - \$20,000 per occurrence.
- (b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to

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the commencement of work under the contract.

H.14 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014)

The following additional contractor Representations, Certifications and Other Statements are hereby incorporated into the contract by reference:

Representations, Certifications and Other Statements provided in North Wind Site Services original proposal dated April 19, 2021.

H.15 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014) (REVISED)

In accordance with the clause FAR 52.245-1, *Government Property*, if applicable, property will be listed in each individual task order. (Applies only to task orders in which Government-furnished property will be provided).

H.16 DOE-H-2056 ANNUAL INDIRECT BILLING RATES (OCT 2014) (For T&M Task Orders)

- (a) Pursuant to the clause at FAR 52.216-7, *Allowable Cost and Payment*, indirect billing rates, revised billing rates (as necessary), and final indirect cost rate agreements must be established between the Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the contract. These indirect rate agreements allow the Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.
- (b) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with its approved accounting system. Revised billing rates allow the adjustment of the approved billing rates, based upon updated information, in order to prevent significant over or under billings.
- (c) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR Subpart 42.7, "Indirect Cost Rates," FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs."
- (d) Paragraph (e) below, identifies the requirements and process to be followed by the Contractor in establishing indirect rates for contracts when DOE is the Cognizant Federal Agency (CFA) and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.
- (e) Requirements whether or not DOE is the CFA.

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- (1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, Cost Accounting Standards, FAR Part 31 and DEAR 931, Contract Cost Principles and Procedures, in effect as of the date of this contract.
- (2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer.
- (3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the cognizant DOE Contracting Officer until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the cognizant DOE Contracting Officer that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the cognizant DOE Contracting Officer will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

**H.17 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS
ALTERNATE I (OCT 2014) (REVISED)**

The Contractor's performance under each individual task order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment D of this contract.

**H.18 DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL
SUBCONTRACTS – ALTERNATE I (OCT 2014)**

- (a) In accordance with the clause at FAR 52.244-2(d), *Subcontracts*, the following subcontracts have been determined to be major or critical subcontracts:



- (b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be

delegated.

- (c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved major or critical subcontractors identified in paragraph (a) above in performance of an individual task order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new major or critical subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed major or critical subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new major or critical subcontractor on future Task Orders.

H.19 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.20 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)

- (a) Pursuant to the clause at FAR 52.204-9, *Personal Identity Verification of Contractor Personnel*, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

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- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify, or delete specific requirements.

DOE O 206.2	Identity, Credential, and Access Management (ICAM)	February 19, 2013
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H.21 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)

- (a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to –
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
 - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
 - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
 - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.
- (d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the

agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

- (e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.22 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES - ALTERNATE I (OCT 2014)

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software, or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at

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any tier.

- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

Directive No. DOE O 200.1A, Information Technology Management, 12/23/2008; Chg 1 (Min Chg): 1/13/2017.

H.23 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; Contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).
- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE Contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (g) Ensure that all their employees understand that they must –

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- (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
 - (2) Not impede or hinder another employee's cooperation with the OIG; and
 - (3) Not take reprisals against DOE Contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.24 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)

- (a) Pursuant to the clause at DEAR 952.204-2, *Security Requirements*, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify, or delete specific requirements.

DOE Order 470.4B Chg. 2	Safeguards and Security Program	1/17/17
DOE Order 205.1C	Department of Energy Cyber Security Program	5/15/19

H.25 DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES OR SERVICES (APR 2018)

- (a) Pursuant to the Government Property clause of this contract, the Government shall, during the period of performance of this contract, furnish to the Contractor office space for approximately (**will be decided on an individual task order basis**) Contractor personnel. Additional office space may be provided by the Government as necessary for contract performance. In the performance of this contract, the Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.
- (b) As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephone, janitorial and mail services, and access to Government-owned computer systems.

H.26 DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014) (APPLIES TO TIME-

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AND-MATERIAL TASK ORDERS)

The Contractor agrees that:

- (a) The Contractor shall ensure that Contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015 entitled "Updated Guidance on Conference-Related Activities and Spending."
- (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - 1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a Contractor:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual Contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - 2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT Contractor were to host a general conference on cyber security).
- (d) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
- (e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - 6) Number of attendees

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- (f) The Contractor will not expend funds on the proposed Contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- (g) For DOE-sponsored conferences, the Contractor will not expend funds on the proposed conference until notified by the contracting officer.
- 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual Contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
 - 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - 3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- (h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
- 1) Track all conference expenses.
 - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the Contractor of \$100,000 or greater.
 - i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.

Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a Contractor does so, its expenditures for the conference may be deemed unallowable.

H.27 DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014) (REVISED)

- (a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of Contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.

- (b) All extended personnel assignments must be requested, justified and receive prior approval from the Contracting Officer. For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
- (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
 - (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
 - (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
 - (2) The Government will not reimburse any costs associated with per diem (except for in-route travel) unless the Contractor employee maintains a residence at the permanent duty station.
 - (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for Contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).
 - (4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a Contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.
 - (5) The Government will not reimburse costs associated with salary premiums that exceed 10%.
 - (6) The Contractor shall include the substance of this clause, including justification and Contracting Officer approval, in all subcontracts in which travel will be reimbursed at cost.

H.28 DOE-H-2070 KEY PERSONNEL (DEC 2000)

- (a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:



In addition to the requirement for the Contracting Officer's approval before removing, replacing, or diverting any of the listed key personnel, the Contracting Officer's approval is also required for any change to the position assignment of a current key person.

- (b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.
- (c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:
- (1) The term "reasonably in advance" is defined as 60 calendar days.
 - (2) Key personnel are considered "managerial personnel" under the clause at DEAR 952.231-71, Insurance – Litigation and Claims.

H.29 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment C – Requirement Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B) or identified elsewhere in the contract.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the

revision.

- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1, *Changes – Fixed-Price* for FFP task orders, and/or FAR 52.243-3, *Changes – Time-and-Materials or Labor-Hours* for T&M task orders.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor’s compliance with these requirements.

H.30 DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (OCT 2014)

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an

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executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.31 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.32 DOE-H-2077 DEPARTMENT OF ENERGY TRAINING INSTITUTE – OCCUPATIONAL HEALTH, SAFETY, AND EMERGENCY RESPONSE (JAN 2017)

- (a) The Contractor shall utilize the Department of Energy (DOE) Training Institute (DTI) resources to the maximum extent practical for occupational, health, safety, and emergency response training. The Contractor, as applicable, shall use DTI by utilizing the reciprocity program, instructor-certification, mobile training teams, and use of common core curriculum as applicable.

(1) Reciprocity: The DTI Training Reciprocity program evaluates and certifies training programs and core content against DOE requirements, establishing a basis for consistent training. Reciprocity reduces redundant training to improve employee mobility and project mobilization, saving time and resources. Reference DOE Policy 364.1.

(2) Common Core Curriculum: Courses in the Common Core Training Program are developed and maintained by DTI instructional designers and subject matter experts. These courses are available enterprise-wide for delivery by DTI-certified instructors. Common Core Training eliminates duplicative course development and maintenance activities while providing maximum flexibility for delivery.

(3) Instructor-Certification: The DTI Instructor Certification Program recognizes subject matter experts and experienced trainers who are qualified to deliver common core courses across the DOE enterprise. The Contractor selects instructors to be certified by DTI.

(4) Mobile Training Teams: Mobile Training Teams are available to DOE locations who do not maintain the capability to deliver a specific course. Courses are delivered by certified DTI instructors who are subject matter experts in the topical area.

- (b) DTI course offerings, information on becoming a certified DTI trainer, enrollment, and contact information can be found on <https://learningnucleus.energy.gov/>.
- (c) DTI training shall be considered common core fundamental material. Contractors are expected to provide gap training needed to address site specifics identified through their approved Integrated Safety Management (ISM) Program and associated program plans

required by existing DOE requirements. Gap training shall not repeat fundamental training core content.

- (d) DTI training is funded by DOE with no cost to the Contractors.
- (e) The Contractor shall first consider DTI for all applicable training needs and only obtain such training outside of DTI after written approval of the Contracting Officer (CO) following the Contractor's written request containing the following: (1) rationale describing in detail why DTI provided material, including Contractor supplemented site specific material, is insufficient, (2) rationale supporting the increased cost, scope, and schedule of maintaining a local course and capability for training instruction proposed in place of DTI training, and (3) rationale as to why the loss of standardization DOE is seeking by using alternative materials is of value to the DOE. Prior to requesting CO approval, the Contractor shall complete the course request form at <https://dti.doe.gov>. DTI will respond within 10 working days on the availability of DTI course materials that might provide the course or assist in the development of the Contractor course.
- (f) This contract clause shall be flowed down to all subcontractors, and the Contractor is responsible for compliance by its employees and subcontractors.

H.33 DOE-H-2078 MULTIFACTOR AUTHENTICATION FOR INFORMATION SYSTEMS

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

H.34 DOE-H-2080 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (APR 2018)

- (a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
 - 1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes

may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

- 2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
- 3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.35 TASK ORDERING PROCEDURE

- (a) A task order may be issued under this basic IDIQ contract for any work scope covered by Section C, *Performance Work Statement*. Task orders may be issued as Firm-Fixed-Price (FFP) or Time-and-Materials (T&M).
- (b) All task order efforts shall be completed in accordance with the contract requirements, in addition to the requirements as stated within the task order. In the event of a conflict between the requirements of the task order and the contract requirements, the contract shall prevail.
- (c) Prior to issuing a task order, the CO will provide the Contractor with a Request for Task Order Proposal (RFTOP) including, at a minimum, the following:
 1. A task order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated task order;
 2. Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
 3. The requirements for the Contractor's task order proposal (see reference paragraph (f) below); and
 4. A response time for submitting the task order proposal.
- (d) Task orders will be issued on forms specified and provided by the Government. Task orders will be numbered. All task order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.
- (e) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, the CO may issue an undefinitized task order

which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date. This will only apply in exceptional circumstances, and the Contractor shall support the definitization schedule established by the Government.

- (f) The Contractor shall submit a Task Order Proposal within ten (10) calendar days of receipt of each RFTOP issued by the CO.
1. The Contractor's Task Order Proposal shall include, at a minimum, the following:
 - a. Discussion of the technical approach for performing the work;
 - b. A detailed schedule including, but not limited to, key milestones identified in the Government PWS and/or the Contractor's technical approach;
 - c. Resumes for all proposed personnel with sufficient information to show that they at least meet the minimum qualifications of the labor categories for which they are being proposed;
 - d. Detailed cost/price information (reference paragraphs (2) and/or (3) below). The Contractor shall substantiate and provide the basis for all proposed costs (e.g., based on rates included in Section J, Attachment A, *Schedule of Fully Burdened Labor Rates*, for applicable labor categories, historical data, competition, or other appropriate industry standard).
 - e. Proposed deviations (if any) from the stated PWS requirements; and
 - f. Any other information required to determine the reasonableness of the Contractor's proposal.
 2. The Contractor's Task Order Proposal for Firm-Fixed-Price (FFP) task orders shall, in addition to the minimum requirements found in (f)(1) above, include:
 - a. Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
 - b. A total firm-fixed-price utilizing the rates included in Section J, Attachment A, *IDIQ Schedule of Fully Burdened Labor Rates*, for applicable labor categories and the proposed task specific number of hours for the completion of the work described in the PWS of the task order by the schedule of performance. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, material, equipment, and other direct costs. In addition, the firm-fixed-price shall include any indirect costs and profit associated with the travel, material, equipment and other direct costs;
 - c. The Contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work. The Contractor

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shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Section J, Attachment A, *IDIQ Schedule of Fully Burdened Labor Rates*;

- d. Resumes for all proposed personnel with sufficient information to show that they at least meet the minimum qualifications of the labor categories for which they are being proposed;
 - e. Other Direct Costs (e.g., Materials, Supplies, Equipment, Training, Software Licenses, Travel). The Contractor shall include a detailed breakdown of all Other Direct Costs (ODCs) required to perform the task order work. The Contractor shall propose all travel in accordance with FAR 31.205-46, *Travel Costs*, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs;
 - f. Other pertinent information.
3. The Contractor's Task Order Proposal for Time-and-Materials (T&M) task orders shall, in addition to the minimum requirements found in (f)(1) above, include:
- a. The date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
 - b. A total ceiling price utilizing the established fully-burdened labor rates in Section J, Attachment A, *IDIQ Schedule of Fully Burdened Labor Rates* and the proposed not-to-exceed number of hours to perform the work described in the PWS of the task order for the entire task order period of performance. The ceiling price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, material, equipment, and other direct costs. In addition, the ceiling price shall include any indirect costs associated with the travel, materials, equipment and other direct costs;
 - c. Direct Productive Labor Hours (DPLH), on an annual basis by the applicable labor category, and the total number of labor hours, estimated to be necessary to perform the work. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Section J, Attachment A, *IDIQ Schedule of Fully Burdened Labor Rates*;
 - d. Resumes for all proposed personnel with sufficient information to show that they at least meet the minimum qualifications of the labor categories for which they are being proposed;

- e. Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel). The Contractor shall include a detailed breakdown of all Other Direct Costs (ODCs) required to perform the task order work. The Contractor shall propose all travel in accordance with FAR 31.205-46 – Travel Costs, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs;
- f. Other pertinent information.

(g) The Contractor’s task order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either approve the Contractor’s task order proposal or negotiate any areas of disagreement with the Contractor. The Contractor shall not perform any work on the task order until authorized by the CO. After review and any necessary discussions, the CO may issue a task order to the Contractor containing, as a minimum, the following:

1. Date of the order.
2. Contract number and task order number.
3. PWS identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
4. Performance standards, and where appropriate, quality assurance standards.
5. Maximum dollar amount authorized (FFP amount or T&M ceiling value).
6. Any other resources (e.g., travel, materials, equipment, facilities) authorized.
7. Delivery/performance schedule including start and end dates.
8. Accounting and appropriation data.

(h) With respect to Section I clause FAR 52.216-18, *Ordering*, paragraph (c), task orders may be issued via mail, facsimile, or electronically.

(i) The Contractor shall provide acknowledgement to the CO of receipt of the task order within two business days after receipt.

(j) The Contractor shall deliver all task order specific deliverables as stated in the task order.

H.36 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust,

dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be accounted for in accordance with the terms of this Contract.

H.37 CONTRACTOR EMPLOYEE TRAINING

The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, overseeing their performance, and ensuring that the quality of services meets Government expectations. The Contractor shall hire only competent personnel, meeting at least the minimum qualification requirements, to be used in the performance of any Task Order issued under this Contract. DOE shall have the right to direct the Contractor to require the replacement of any employee of the Contractor who does not meet the qualification, training, and certification requirements necessary to perform the work. Personnel assigned by the Contractor shall also practice good standards of moral and ethical conduct that are acceptable to the Government.

The Contractor shall provide fully qualified and trained personnel from its own resources to support the requirements under this contract. The Contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging orders, regulations, directives, and proven technologies applicable to the work to be performed.

The Contractor shall ensure that all employees who perform services under this Contract attend mandatory DOE-provided security and/or safety training within 30 days of the issuance of this Contract and at least once annually thereafter. The Contractor is responsible to complete any project training discussed in the Performance Work Statement or as directed by the Contracting Officer or Contracting Officer Representative. The Contractor shall ensure that every employee expected to work on this contract is adequately trained and instructed to safely and competently perform the work.

H.38 U.S. DEPARTMENT OF ENERGY OFFICE OF ENVIRONMENTAL MANAGEMENT QUALITY ASSURANCE PROGRAM (QAP)

The Contractor shall implement a Department of Energy (DOE) approved Quality Assurance Program (QAP) in accordance with the current revision as of the date of this solicitation, of the *Environmental Management (EM) Quality Assurance Program (QAP)*, EM-QA-001 Rev 2.

The Contractor's QAP shall document the method for determining which quality requirements are flowed down to subcontractors and suppliers and the process used for implementation of that method, including flow-down of EM-QA-001 Rev 2.

The Contractor's QAP shall document the basis for the graded approach (as defined in DOE Order 414.1D and EM-QA-001 Rev 2) and process used for implementation of that approach.

Contractors have three options for complying with the QAP contract requirement:

1. Develop and submit, for DOE approval, a new QAP;
2. Adopt the prior Contractor's DOE-approved QAP (if available); or
3. Modify the prior Contractor's DOE-approved QAP (if available) and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior Contractor, does not alter a Contractor's legal obligation to comply with 10 CFR 830, other regulations affecting QA and DOE Order 414.1D.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

Consistent with the approved QAP, the Contractor shall develop/adopt and implement a comprehensive Issues Management System (as defined in DOE Order 226.1B) for the identification, assignment of significance category, and processing of issues identified within the Contractor's organization.

H.39 IDIQ SCHEDULE OF RATES REOPENER CLAUSE

As of the date of IDIQ award, audit effort assisting the Contracting Officer in negotiating fully burdened labor rates is not completed. Audit effort will ensure proposed base labor rates and applied indirect rates are reasonable and realistic, as well as, ensuring individuals meet and/or exceed the minimum labor qualifications established under Section J, Attachment A, IDIQ Schedule of Fully Burdened Labor Rates and Section J, Attachment B, Position Descriptions/Qualifications. Therefore, currently agreed to fully burdened labor rates, are subject to reopening, pending resolution of an external audit being performed by the Defense Contract Audit Agency (DCAA) or another cognizant audit agency hired by the Environmental Management's Consolidated Business Center (EMCBC) on the contractor's submitted Section J, Attachment A, IDIQ Schedule of Fully Burdened Labor Rates.

The parties agree the negotiated fully burdened labor rates, as shown in Section J, Attachment A is subject to adjustment based on the results of the subsequent audit effort and the resolution of audit findings is limited to base labor rates, proposed individuals meeting or exceeding stated minimum labor qualifications, and indirect rates. The Contracting Officer reserves the right to make a final determination based on the audit. Failure of the parties to agree with the Contracting Officer's final decision shall be subject to the Disputes Clause of this contract.

However, nothing in this clause nor in a Contracting Officer's final decision shall relieve the contractor from performing in accordance with the terms of the contract.

The Contracting Officer may unilaterally modify the amount of any task order warranting adjustment due to a revision to the IDIQ Schedule of Fully Burden Labor Rates (as adjusted pursuant to this clause). Adjustments to the current stated fully burdened labor rates, in Section J, Attachment A, will be applied to all open/active task orders. After settlement of the fully burdened labor rates, due to audit results, the contractor will retroactively apply the negotiated fully burdened labor rates to the beginning of each open/active task order.

Note: Adjustments resulting from this clause will not result in a change to the IDIQ ceiling contract value of \$22,000,000.00.

H.40 PRICE ANDERSON AMENDMENTS ACT PROGRAM

The Contractor shall establish a written program in support of the Price Anderson Amendments Act (PAAA) program. This includes, but is not limited to, written site requirements for deficiency tracking, evaluation, trending, and reporting. There shall also be written procedures that establish the roles and responsibilities for a PAAA Coordinator and the role of contractor management. The program and procedures will be submitted to DCOR for approval. The contractor should note that in order to have a credible program the appointed PAAA coordinator needs to be a trained onsite representative.

The Contractor shall maintain a deficiency tracking system to manage all Contractor and DOE identified deficiencies, and routinely screen them for PAAA concerns. PAAA concerns include radiological, industrial safety, and environmental controls deficiencies.

H.41 LABOR STANDARDS

- (a) The CO will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act (DBA)), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 (SCA)), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the CO for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts. Section J, Attachment J-10 provides further guidance on the Labor Standards Board Process and documents required to be submitted as part of proposed work packages.
- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), the Service Contract Labor Standards, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site

reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1321, *Employee Rights under the Davis-Bacon Act*, and/or WH-1313, *Employee Rights on Government Contracts*.

- (c) For subcontracts determined to be subject to the Service Contract Labor Standards, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the CO.
- (d) In addition to any other requirements in the Contract, Contractor shall as soon as possible notify the CO of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the CO.
- (e) The Contractor shall prepare and submit, to the CO, the Office of Management and Budget (OMB) Control Number 1910-5165, *Semi-Annual Davis-Bacon Enforcement Report*, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system) or its successor system.

H.42 TASK ORDER OVERSIGHT

The Contractor shall expect routine surveillance and observation of work performed to the contract requirements by DOE Field Office 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 CO 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 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. The typical data required is cost accruals, but not yet invoiced, by the 3rd calendar day of each month.
- (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 DOE contracted 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 DOE offsite management personnel, KAPL personnel;
 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.

SECTION I - CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acquisition.gov/far>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

I.1	FAR 52.202-1	Definitions (JUN 2020) as modified by DEAR 952.202-1	
I.2	FAR 52.203-3	Gratuities (APR 1984)	
I.3	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)	
I.5	FAR 52.203-7	Anti-Kickback Procedures (JUN 2020)	
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	
I.8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)	
I.9	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (JUN 2020)	
I.10	FAR 52.203-14	Display of Hotline Poster(s) (JUN 2020)	(b)(3) DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.11	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)	
I.12	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)	
I.13	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	
I.14	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	
I.15	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)	
I.16	FAR 52.204-13	System for Award Management Maintenance (OCT 2018)	
I.17	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (OCT 2016)	
I.18	FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)	
I.19	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)	
I.20	FAR 52.204-21	Basic Safeguarding Of Covered Contractor Information Systems (JUN 2016) (Full-text below)	
I.21	FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)	

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I.22	FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services for Equipment (AUG 2020)	
I.23	FAR 52.209-6	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)	
I.24	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)	
I.25	FAR 52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)	
I.26	FAR 52.210-1	Market Research (APR 2011)	
I.27	FAR 52.215-2	Audit and Records – Negotiation (JUN 2020)	
I.28	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)	
I.29	FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)	
I.30	FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)	
I.31	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	
I.32	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.	
I.33	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	
I.34	FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)	
I.35	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (OCT 2010) - Alternate III (OCT 1997)	(c) CD-ROM, and as requested by the Contracting Officer.
I.36	FAR 52.215-23	Limitations on Pass-Through Charges (JUN 2020)	
I.37	FAR 52.216-7	Allowable Cost and Payment (AUG 2018), as modified by DEAR 952.216-7(Applicable only to T&M task orders that provides for reimbursement of materials at actual cost)	(a)(3) 30 th
I.38	FAR 52.216-18	Ordering (AUG 2020) (Full-text below)	(a) effective date of contract award; five years thereafter
I.39	FAR 52.216-19	Order Limitations (OCT 1995) (Full-text below)	(a) \$1,000.00 (b)(1) \$22,000,000.00 (b)(2) \$22,000,000.00 (b)(3) 365 days (d)(5) 5 days
I.40	FAR 52.216-22	Indefinite Quantity (OCT 1995) (Full-text below)	(d) two (2) years beyond the end of the contract ordering period
I.41	FAR 52.217-8	Option to Extend Services (NOV 1999)	any time prior to the expiration of the contract
I.42	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2018)	
I.43	FAR 52.219-14	Limitations on Subcontracting (JAN 2017)	
I.44	FAR 52.219-11	Special 8(a) Contract Conditions (JAN 2017) (Full-text below)	(c) DOE; DOE (d) DOE (f) DOE

I.45	FAR 52.219-12	Special 8(a) Subcontract Conditions (OCT 2019) (Full-text below)	(a) 89303321DEM000054; DOE (b) North Wind Site Services (b)(1) 89303321DEM000054 (b)(2) DOE (b)(3) DOE (c) DOE
I.46	FAR 52.219-28	Post-Award Small Business Program Rerepresentation (JUL 2013)	(g) Offeror fill-in after award, if applicable: The Contractor represents that it <u>X</u> is, ___ is not a small business concern under NAICS Code 562910 assigned to contract number 89303321DEM000054. (Contractor to sign and date and insert authorized signer's name and title).
I.47	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	
I.48	FAR 52.222-3	Convict Labor (JUN 2003)	
I.49	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (MAY 2018)	
I.50	FAR 52.222-6	Construction Wage Rate Requirements (AUG 2018)	
I.51	FAR 52.222-7	Withholding of Funds (MAY 2014)	
I.52	FAR 52.222-8	Payrolls and Basic Records (AUG 2018)	
I.53	FAR 52.222-9	Apprentices and Trainees (JUL 2005)	
I.54	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)	
I.55	FAR 52.222-11	Subcontract (Labor Standards) (MAY 2014)	
I.56	FAR 52.222-12	Contract Termination – Debarment (MAY 2014)	
I.57	FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)	
I.58	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	
I.59	FAR 52.222-15	Certification of Eligibility (MAY 2014)	
I.60	FAR 52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2020)	
I.61	FAR 52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020)	
I.62	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	
I.63	FAR 52.222-26	Equal Opportunity (SEP 2016)	
I.64	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)	
I.65	FAR 52.222-35	Equal Opportunity for Veterans (JUN 2020) (Full-text below)	
I.66	FAR 52.222-36	Equal Opportunity For Workers With Disabilities (JUN 2020) (Full-text below)	
I.67	FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	
I.68	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
I.69	FAR 52.222-41	Service Contract Labor Standards (AUG 2018)	
I.70	FAR 52.222-42	Statement Of Equivalent Rates For Federal Hires (MAY 2014) (Full-text below)	

I.71	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)	
I.72	FAR 52.222-50	Combating Trafficking in Persons (JAN 2019)	
I.73	FAR 52.222-54	Employment Eligibility Verification (OCT 2015)	
I.74	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2015)	
I.75	FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2017)	
I.76	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)	
I.77	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (JUL 1995) (Full-text below)	
I.78	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	
I.79	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	
I.80	FAR 52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (Full-text below)	(2) the Contracting Officer
I.81	FAR 52.223-10	Waste Reduction Program (MAY 2011)	
I.82	FAR 52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)	
I.83	FAR 52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)	
I.84	FAR 52.223-13	Acquisition of EPEAT® - Registered Imaging Equipment (JUN 2014)	
I.85	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)	
I.86	FAR 52.223-16	Acquisition of EPEAT® - Registered Personal Computer Products (OCT 2015)	
I.87	FAR 52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)	
I.88	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	
I.89	FAR 52.223-19	Compliance with Environmental Management Systems (MAY 2011)	
I.90	FAR 52.223-20	Aerosols (JUN 2016)	
I.91	FAR 52.223-21	Foams (JUN 2016)	
I.92	FAR 52.224-1	Privacy Act Notification (APR 1984)	
I.93	FAR 52.224-2	Privacy Act (APR 1984)	
I.94	FAR 52.224-3	Privacy Training (JAN 2017)	
I.95	FAR 52.225-1	Buy American – Supplies (MAY 2014)	
I.96	FAR 52.225-9	Buy American – Construction Materials (MAY 2014)	
I.97	FAR 52.225-13	Restriction on Certain Foreign Purchases (JUN 2008)	
I.98	FAR 52.227-1	Authorization and Consent (JUN 2020)	
I.99	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)	
I.100	FAR 52.227-3	Patent Indemnity (APR 1984)	
I.101	FAR 52.227-14	Rights In Data-General (MAY 2014) – As Modified by DEAR 927.409 and DEAR 952.227-14, Alternate II (DEC 2007), Alternate III (DEC 2007),	
I.102	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	None
I.103	FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997) (Applies only to FFP task orders requiring more than a small amount of work on a Government installation)	

I.104	FAR 52.229-4	Federal, State, and Local Taxes (State and Local Adjustments) (FEB 2013) (Applies to FFP task orders only)	
I.105	FAR 52.232-1	Payments (APR 1984) (Applies to FFP task orders only)	
I.106	FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012) (Applies to T&M task orders only)	(h)(2) 30th
I.107	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002) (Applies to FFP task orders only)	
I.108	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	
I.109	FAR 52.232-11	Extras (APR 1984) (Applies to FFP task orders only)	
I.110	FAR 52.232-17	Interest (MAY 2014)	
I.111	FAR 52.232-18	Availability of Funds (APR 1984)	
I.112	FAR 52.232-20	Limitation of Cost (APR 1984)	
I.113	FAR 52.232-22	Limitation of Funds (APR 1984)	
I.114	FAR 52.232-23	Assignment of Claims (MAY 2014)	
I.115	FAR 52.232-25	Prompt Payment (JAN 2017)	
I.116	FAR 52.232-27	Prompt Payment for Construction Contracts (JAN 2017)	
I.117	FAR 52.232-33	Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)	
I.118	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	
I.119	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	
I.120	FAR 52.233-1	Disputes (MAY 2014) - Alternate I (DEC 1991)	
I.121	FAR 52.233-3	Protest after Award (AUG 1996)	
I.122	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	
I.123	FAR 52.236-1	Performance of Work by the Contractor (APR 1984) (Applies to FFP construction work only)	TBD at task order level
I.124	FAR 52.236-2	Differing Site Conditions (APR 1984) (Applies to FFP construction or DDR work only.)	
I.125	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984) (Applies to FFP construction or DDR work only.)	
I.126	FAR 52.236-5	Material or Workmanship (APR 1984) (Applies to construction work only.)	
I.127	FAR 52.236-6	Superintendence by the Contractor (APR 1984) (Applies to FFP construction or DDR work only.)	
I.128	FAR 52.236-7	Permits and Responsibilities (NOV 1991) (Applies to construction or DDR work only.)	
I.129	FAR 52.236-8	Other Contracts (APR 1984) (Applies to FFP construction or DDR work only.)	
I.130	FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984) (Applies to FFP construction or DDR work only.)	
I.131	FAR 52.236-10	Operations and Storage Areas (APR 1984) (Applies to FFP construction or DDR work only.)	
I.132	FAR 52.236-11	Use and Possession Prior to Completion (APR 1984) (Applies to FFP construction or DDR work only.)	
I.133	FAR 52.236-12	Cleaning Up (APR 1984) (Applies to FFP construction or DDR work only.)	
I.134	FAR 52.236-13	Accident Prevention (NOV 1991) ALT 1 (NOV 1991) (Applies to FFP construction or DDR work only.)	
I.135	FAR 52.236-14	Availability and Use of Utility Services (APR 1984) (Applies to FFP construction or DDR work only.)	

I.136	FAR 52.236-15	Schedules for Construction Contracts (APR 1984) (Applies to FFP construction or DDR work only.)	
I.137	FAR 52.236-21	Specifications and Drawings for Construction (FEB 1997); Alt I (APR 1984) or Alt II (APR 1984) as appropriate; (Applies to FFP construction or DDR work only.)	Alt II(g) TBD (to be completed by Contracting Officer prior to issuance of any applicable task orders)
I.138	FAR 52.237-1	Site Visit (APR 1984)	
I.139	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	
I.140	FAR 52.237-3	Continuity of Services (JAN 1991)	
I.141	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	
I.142	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	
I.143	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2014)	
I.144	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	
I.145	FAR 52.242-13	Bankruptcy (JUL 1995)	
I.146	FAR 52.243-1	Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984) Alternate II (APR 1984) (Applies to FFP task orders only)	
I.147	FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (SEP 2000) (Applies to T&M task orders only)	
I.148	FAR 52.244-2	Subcontracts (OCT 2010)	(d) Any subcontract to replace any of the subcontracts noted in Paragraph (j) of this clause as well as any subcontract equal to or greater than \$[Contracting Officer (CO)] fill in after award). (j) CO fill-in: any and all subcontractors evaluated prior to contract award (as listed in Section H, DOE-H-2058) and all subcontractors evaluated prior to the award of task orders issued against the contact.
I.149	FAR 52.244-6	Subcontracts for Commercial Items (AUG 2019)	
I.150	FAR 52.245-1	Government Property (JAN 2017) - as modified by DEAR 952.245-2 and 952.245-5	
I.151	FAR 52.245-9	Use and Charges (APR 2012)	
I.152	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	
I.153	FAR 52.248-1	Value Engineering (OCT 2010)	(m) 89303321DEM000054
I.154	FAR 52.248-3	Value Engineering – Construction (OCT 2020)	
I.155	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) (Applies to FFP task orders only)	
I.156	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004) – Alternate IV (SEP 1996) (Applies to T&M task orders only)	
I.157	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984) (Applies to FFP task orders only)	
I.158	FAR 52.249-14	Excusable Delays (APR 1984)	
I.159	FAR 52.251-1	Government Supply Sources (APR 2012)	

I.160	FAR 52.252-2	Clauses Incorporated By Reference (FEB 1998)	
I.161	FAR 52.253-1	Computer Generated Forms (JAN 1991)	
I.162	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	
I.163	DEAR 952.204-2	Security Requirements (AUG 2016)	
I.164	DEAR 952.204-70	Classification/Declassification (SEP 1997)	
I.165	DEAR 952.204-73	Facility Clearance (AUG 2016) (Full-text below)	
I.166	DEAR 952.204-75	Public Affairs (DEC 2000)	
I.167	DEAR 952.204-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information (JAN 2004)	
I.168	DEAR 952.204-77	Computer Security (AUG 2006)	
I.169	DEAR 952.208-70	Printing (APR 1984)	
I.170	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009) – Alternate I (FEB 2011)	(b)(1)(i) the specific period for the fill-in is two (2)
I.171	DEAR 952-215-70	Key Personnel (DEC 2000) (Full-text below)	
I.172	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)	
I.173	DEAR 952.223-78	Sustainable Acquisition Program (OCT 2010) – Alternate I (SEP 2010)	
I.174	DEAR 952.225-71	Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)	
I.175	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	
I.176	DEAR 952.227-82	Rights to proposal data (APR 1994)	None
I.177	DEAR 952.242-70	Technical Direction (DEC 2000) (Full-text below)	
I.178	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	
I.179	DEAR 952.950-70	Nuclear Hazards Indemnity Agreement (AUG 2016)	

FULL TEXT CLAUSES

I.181 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

“Covered Contractor information system” means an information system that is owned or operated by a Contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the

collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered Contractor information systems. Requirements and procedures for basic safeguarding of covered Contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered Contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

I.182 FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through five (5) years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered “issued” when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

I.183 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [\$1,000.00], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* *The Contractor is not obligated to honor -*
 - (1) Any order for a single item in excess of [\$22,000,000.00].
 - (2) Any order for a combination of items in excess of [\$22,000,000.00]; or
 - (3) A series of orders from the same ordering office within [365 days] that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [5 days] after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.184 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The

Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after two (2) years beyond the end of the contract ordering period.

I.185 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within "30 days" provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least "60 days" before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed "60 months (note that task order periods of performance will be determined on an individual task order basis; individual task orders shall not exceed 36 months including options)".

I.186 FAR 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (JAN 2017)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended ([15 U.S.C.637\(a\)](#)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements, delegate to the [DOE] the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the [DOE] shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the [DOE].
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the “Disputes” clause of said subcontract.
- (f) To notify the [DOE] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

I.187 FAR 52.219-12 – SPECIAL 8(a) SUBCONTRACT CONDITIONS (OCT 2019)

- (a) The Small Business Administration (SBA) has entered into Contract No [89303321DEM000054] with the [DOE] to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) North Wind Site Services, hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. [89303321DEM000054] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the [DOE] with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - (3) That it will notify the [DOE] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the [DOE].

I.188 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

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(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**I.189 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
(JUN 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**I.190 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Job Classification*	GS/WG	Schenectady and Saratoga Counties, NY
Sr. Rad Technician	GS-7	\$21.14
Jr. Rad Technician	GS-6	\$19.02
Project Administrator	GS-7	\$21.14
Truck Driver (Heavy)	WG-8	\$24.54
Truck Driver (Medium)	WG-7	\$23.10
Driller	WG-10	\$27.39

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Asst Driller (Rigger)	WG-10	\$27.39
Laborer	WG-2	\$14.67
Heavy Equip Operator	WG-10	\$27.39

**to be determined and included on an individual task order basis*

I.191 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (<i>If none, insert "None"</i>)	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

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- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
 - i. Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - ii. Obtain medical treatment for those affected by the material; and
 - iii. Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

Alternate I (July 1995)

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous materials identified in paragraph (b) of this clause.

- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.192 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

- (a) *Definitions.* As used in this clause-

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall-

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

- (2) Submit this estimate to _____ [*Contracting Officer complete in accordance with agency procedures*].

I.193 DEAR 952.204-73, FACILITY CLEARANCE (AUG 2016)

NOTICES

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offeror's who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

- (a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328.

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following—

- (i) A foreign government, foreign government agency, or representative of a foreign government;
- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- (iii) Any person who is not a citizen or national of the United States.

(2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible

to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
 - (2) A contract or proposed contract containing the appropriate security clauses;
 - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
 - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
 - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
 - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
 - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

- (f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

NOTICE TO OFFERORS—CONTENTS REVIEW (PLEASE REVIEW BEFORE SUBMITTING)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

I.194 DEAR 952.215-70 KEY PERSONNEL (DEC 2000)

- (a) The personnel listed below or elsewhere in this contract are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is

necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

Key Personnel include:

Project Manager:

Must have at a minimum of a Bachelor's Degree from an accredited school and over 15 years of project management experience. Must have the ability to manage and direct large and complex decontamination, demolition, and environmental remediation projects. Must demonstrate an innovative and pro-active project management approach along with strong verbal and written communication skills. Responsible for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. Relies on extensive experience and judgment to plan and accomplish goals. Must have the ability to direct and coordinate a variety of professional disciplines to achieve project goals. Desired: Project Management Professional (PMP) Certification, DOE Experience, Experience in D&D activities, Nuclear Facility Experience, Experience with Naval Nuclear Propulsion Program, and integration with diverse stakeholder organizations.

Environmental Safety and Health Manager:

Require a Bachelor's Degree in occupational health, safety, or a comparable scientific discipline, certified by related professional organization, and 15 years work experience in a safety oversight capacity. Must be familiar with DOE, state, and federal orders, guides, and regulations. Experience in D&D work environment and Nuclear Facility Experience.

I.195 DEAR 952.242-70, TECHNICAL DIRECTION (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
Attachment A	IDIQ Schedule of Fully Burdened Labor Rates
Attachment B	Position Descriptions/Qualifications
Attachment C	Requirements Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B)
Attachment D	Wage Determinations (to be determined for each task order)
Attachment E	Notice of Nondisclosure

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Attachment A – Labor Categories and Corresponding Fully-Burdened Rates

See individual task orders, Section J, Attachment J-3, Summary of Cost Worksheet, for applicable labor rates.

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Attachment B – Position Descriptions/Qualifications

Labor/ Unit Rate Category	Position/ Unit Rate Description	Minimum Qualifications
Prime Contractor – North Wind Site Services, LLC – Position Descriptions		
Project Manager	Manages day-to-day activities of the assigned project(s) to ensure projects meet organization goals and requirements. Implements and provides guidance related to program/project management processes and policies, oversees the work of project management staff, and works with other department leaders to define, prioritize, and develop projects and programs.	Master’s degree in a scientific/technical/business field plus a minimum of 10 years of relevant project management experience, or a Bachelor's degree in a scientific/technical/business field and 15 years of relevant project management experience A Project Management Certification such as PMI is required.
Waste Manager	Oversees and directs all phases of a waste management project. Designs and implements project plans. Communicates directly with contractors/designers concerning project cost, staffing, and scheduling. Prepares project status reports and works to ensure plans adhere to contract specifications.	A four year degree in a scientific or technical field plus a minimum of 5 years of relevant experience in waste management, commercial waste certifications and ship/manage hazardous materials. An additional 5 years of relevant waste management experience can be substituted for a degree provided the experience can be demonstrated in management of RCRA hazardous and radioactive waste management(min of 10 years of experience).
Superintendent	Oversees the daily construction activities at a work site. Responsible for the overall progress of the project as well as the scheduling of workers and the delivery of equipment and materials. Works with contractors to complete project within the given budget and time frame.	A four year degree in a scientific/technical/ business field plus a minimum of 5 years of relevant supervisory experience, or no degree and ten year’s relevant experience supervising work crews.
Certified Health Physicist	Oversight and review of all aspects of radioactive material management including licensing, license termination, regulation interpretation and compliance, radiation safety program, final status survey program, all aspects of radiation detection and measurement and transportation and disposal.	Master’s degree in related field such as in health physics, engineering, radiological science, chemistry, physics, biology, mathematics, and/or calculus with certification as a health physicist by the American Board of Health Physics plus a minimum of 10 years of relevant health physics experience.

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Labor/ Unit Rate Category	Position/ Unit Rate Description	Minimum Qualifications
Health Physicist	Review all aspects of radioactive material management including licensing, license termination, regulation interpretation and compliance, radiation safety program, final status survey program, all aspects of radiation detection and measurement and transportation and disposal.	Bachelor's degree in related field such as in health physics, engineering, radiological science, chemistry, physics, biology, mathematics, and/or calculus plus a minimum 10 years of relevant health physics experience.
Senior Radiation Control Technician	Under general supervision, performs Radiation Protection Program core element job functions as assigned by supervision and management. Participates in planning of radiological work, monitoring of radiological work areas, generation of radiological work permits, establishing radiological work control and monitoring of radiological workers. Performs quantitative measurements and documents results for radioactive material shipments, free release of excess material and waste from the site. Supports ES&H activities in the field including but not limited to atmospheric monitoring, safety evaluations, self-assessments and chemical hygiene control programs.	10 years of relevant radiation program experience. At least 5 of the 10 years' experience at a DOE sites working with mixed fission product environment. At least 3 years' experience applying MARSSIM or MARSAME on environmental remediation or D&D projects is required. Current certification/training as a radiation control technician.
Junior Radiation Control Technician	Performs quantitative measurements and documents results for radioactive material shipments, free release of excess material and waste from the site. Supports ES&H activities in the field including but not limited to atmospheric monitoring, safety evaluations, self-assessments and chemical hygiene control programs.	5 years of relevant experience in the D&D or environmental field services. Current certification/training as a radiation control technician.
Operator	Sets up and operates equipment in accordance with established procedures and guidelines.	Requires a high school diploma plus a minimum of 5 years of equipment operator experience with rigging and hoisting experience. Operator certification is required for proposed equipment.
Laborer	Performs general manual labor tasks including loading, unloading, lifting, and moving materials. Assists a variety of functions with manual labor tasks as needed.	Requires a high school diploma.
Senior Data Manager	Interprets results from multiple sources using a variety of techniques, ranging from simple data aggregation via statistical analysis to complex data mining independently. Implements data models and develops and maintains database.	Bachelor's degree in information technology/data analytics plus a minimum of 15 years of relevant data management experience.

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Labor/ Unit Rate Category	Position/ Unit Rate Description	Minimum Qualifications
Site Safety and Health Officer	Responsible for identifying hazardous workplace conditions. Takes samples and measurements of hazardous materials, and coordinates the removal of physical, biological and chemical hazards. Trains employees on safety policies, procedures and regulations. Ensures compliance with all applicable federal and state health and safety regulations and ensures necessary records are maintained and prepared according to established guidelines. Participates in Occupational Safety and Health Administration (OSHA) inspections, providing inspectors with appropriate documents and identifying safety measures.	Master's degree in related field such as in health physics, health and safety, engineering, radiological science, chemistry, physics, and/or biology plus a minimum of 20 years of relevant safety and health experience. Requires certification as a Certified Safety Professional (CSP).
Environmental Safety and Health Lead	Responsible for ensuring compliance with all Environmental and Safety and Health requirements required for conduct of work.	Require a Bachelor's Degree in occupational health, safety, or a comparable scientific discipline, certified by related professional organization, and 15 years work experience in a safety oversight capacity. Must be familiar with DOE, state, and federal orders, guides, and regulations. Experience in D&D work environment and Nuclear Facility Experience.
Project Controller	Collects and analyzes information used to plan and schedule construction projects. Generates forecasts, variance reports, and other documentation used to monitor and manage projects. Researches and reports on economic, legal, and other factors that may impact project success. Evaluates current procedures and recommends changes to improve the efficiency of planning and scheduling of projects and the reduction of issues due to scheduling errors. May participate in budget planning process for the project. Experienced with standard planning and scheduling methodologies and tools. Prepares plans and schedules for projects.	Requires a bachelor's degree in finance/accounting/mathematics or engineering plus a minimum of 10 years of relevant project controls experience.
Project Administrator	Coordinates project activities to ensure the project is on schedule. Provides administrative and logistical support including meeting arrangement, progress tracking, and documentation.	Requires a high school diploma plus a minimum of 10 years of relevant administrative/logistical support experience.

Labor/ Unit Rate Category	Position/ Unit Rate Description	Minimum Qualifications
Geologist - Sr	Researches the formation, dissolution, and content of rock layers. Researches the effects of internal pressures, heat, water, pollution, groundwater fate and transport and erosion. Demonstrates expertise in a variety of the field's concepts, practices, and procedures. Works on advanced, complex technical projects or business issues requiring state of the art technical or industry knowledge.	Requires a Master's degree in geology or earth science plus a minimum of 20 years of relevant geology experience. PhD is preferred.
Geologist - Mid	Researches the formation, dissolution, and content of rock layers. Researches the effects of internal pressures, heat, water, pollution, groundwater fate and transport and erosion.	Requires a Master's degree in geology or earth science plus a minimum of 10 years of relevant geology experience.
Geologist - Jr	Expertise in the formation, dissolution, and content of rock layers. Expertise in the effects of internal pressures, heat, water, pollution, groundwater fate and transport and erosion.	Requires a Bachelor's degree in geology or earth science plus a minimum of 5 years of relevant geology experience.
Driller	Responsible for installation and decommissioning water wells and environmental sampling wells. Performs design evaluations and recommends alterations to improve safety, costs, and efficiency. May conduct risk assessment and cost estimation.	Requires a Bachelor's degree in engineering plus a minimum of 5 years of drilling experience with at least 2 years of experience in the State of New York. Familiar with standard concepts, practices and procedures within a particular field.
Assistant Driller	Services oil and gas wells. Assists the well operator in rigging up and rigging down, pulling and laying down rods, tubing, casing and other functions. May be required to work the derrick or operate the rig if needed.	Requires a high school diploma. Possesses a moderate understanding of general aspects of the job. Minimum of 5 years of drilling experience.
Truck Driver	Operates a truck that transports cargo to and from specified destinations. Prepares, receives and provides appropriate documentation for the delivery or pick up of goods to ensure timely service. Loads, secures and unloads cargo. Maintains contact with dispatcher to receive instructions about scheduled delivery or pick up. Maintains logs of travel and cargo according to federal and state regulations. May be responsible for vehicle inspection and routine maintenance. Size of truck is more than 3 tons.	Must have a ""satisfactory"" driving record. Requires a high school diploma and applicable truck driver license for state. Additionally, requires a minimum of 10 years of truck driving experience.
Industrial Hygienist	Coordinates, plans and conducts programs to educate employees about cleanliness, safety and sanitation in the workplace. Inspects facilities and work areas to prescribes corrective actions to reduce the health risks. Provides advice on methods and procedures to reduce occupational health risks. Determines measures to avoid any recurrence of accidents. Evaluates facilities to ensure compliance with environmental regulations and promotes maintenance of a sanitary working environment. Conducts training in environmental compliance and the handling of hazardous materials.	Bachelor's degree in biology, chemistry, engineering, and/or physics plus a minimum of 20 years of relevant experience in industrial hygiene experience. Must also be a Certified Industrial Hygienist (CIH).

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Labor/ Unit Rate Category	Position/ Unit Rate Description	Minimum Qualifications
Radiation Safety Officer	Operate and maintain dosimetry systems. Initiate personnel dosimetry investigations to determine personnel exposures in cases where malfunction of equipment or discrepancies are identified. Prepare reports of investigations, analyses and surveys. Operate analysis instrumentation and associated software for various types of routine radioactivity analyses. Identify conditions which affect the determination of actions necessary to contain and control radiation. Ensure adherence to radiological control requirements. Recommend changes to work plans and trades procedures to improve radiological controls, correct deficiencies, increase efficiency, minimize exposure, and prevent incidents. Assure appropriate radiological controls is factored into the planning, technical engineering procedures, and job preparations. Oversee reviews of procedures, instructions, and plans for technical adequacy.	Bachelor's degree in nuclear engineering, industrial hygiene, health physics or radiological sciences plus a minimum of 25 years of relevant radiation safety experience
Radiological Engineer	Participates in critiques/investigations involving radiological issues as requested and maintains awareness of radiological operations. Reviews and Evaluations of Radiological Work Permits (RWPs). Performs ALARA Pre- and Post-Job reviews. Reviews Work Packages, procedures, and other documents to ensure compliance with RADCON requirements and performs audits and assessments of RADCON program and its implementation.	Bachelor's degree in nuclear engineering or radiological sciences plus a minimum of 10 years relevant experience, including experience working in high radiation areas
SME Cultural Resources – Endangered Species	Identifies cultural resources, endangered species and develops mitigating actions in the event environmental activities are conducted in such an area.	Bachelor's degree in biology degree or other physical science degree plus 15 years of relevant experience performing similar evaluations within the region.
SME Assessments NEPA, CERCLA, Cost	Prepares NEPA Categorical Exclusions, Environmental Assessments, or CERCLA Engineering Evaluations and Cost Assessments.	Master's degree in biology, chemistry, engineering, and/or physics plus a minimum of 20 years of relevant experience preparing NEPA/CERCLA based documents.
SME RCRA Facilities	Prepares RCRA Facility Assessment sampling visits or RCRA Facility Investigation documentation or equivalents under the CERCLA program.	Bachelor's degree in construction management or other related field plus a minimum of 20 years of relevant experience directly related RCRA facilities.
Regulatory Compliance Manager	Provides compliance and permitting support, conduct facility inspections and assessments and assist in all regulatory activities. Complete regulatory reporting as required. Provide support regulatory inspections and vendor audits.	Bachelor's degree in Environmental Science, Industrial Hygiene or Physical Science plus a minimum of 25 years of relevant experience in regulatory compliance

**Attachment C - Requirements Sources and Implementing Documents (List A) and
List of Applicable DOE Directives (List B)**

List A and List B shall be provided with the individual task order.

The Contractor shall comply with the requirements of the laws and regulations identified in List A. Refer to the individual Task Orders, Section J, for applicable items for List A.

The Contractor shall comply with the requirements of DOE Directives identified under List B. Refer to the individual Task Orders, Section J, for applicable items for List B. DOE directives may be found at <http://www.directives.doe.gov/>.

INFORMATION COPY

Attachment D - Wage Determination

Two wage determinations have been provided and are attached. They are:

1. DBA General Decision Number: NY20210002, Dated 05/21/2021
2. SCA Wage Determination Number: 2015-4143, Revision 16, Dated 05/17/2021

INFORMATION COPY

Superseded General Decision Number: NY20200002

State: New York

Construction Types: Building, Heavy and Highway

Counties: Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie and Washington Counties in New York.

BUILDING CONSTRUCTION PROJECTS (For all counties except COLUMBIA, FULTON, GREENE & MONTGOMERY) (does not include single family homes and apartments up to a including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	04/02/2021
3	04/16/2021
4	05/21/2021

ASBE0040-002 05/01/2020

	Rates	Fringes
Asbestos/Insulator Worker SCOPE OF WORK: includes application of all insulating materials, protective, coverings, coating and finishing to all types of mechanical systems.....	\$ 36.36	22.76
HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of		

all insulation materials,
 whether they contain
 asbestos or not from
 mechancial systems.....\$ 36.36 22.76

 BOIL0197-002 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 34.54 24.78

 BRNY0002-019 07/01/2018

Rates Fringes

BRICKLAYER
 BRICKLAYERS, STONE MASONS,
 CEMENT MASONS, PLASTERERS,
 POINTERS, CAULKERS &
 CLEANERS.....\$ 36.19 20.48
 HEAVY & HIGHWAY
 CONSTRUCTION
 CEMENT MASONS.....\$ 37.23 19.51
 MARBLE, TILE & TERRAZZO
 FINISHERS.....\$ 27.16 16.85
 MARBLE, TILE & TERRAZZO
 WORKERS.....\$ 34.66 19.58

 CARP0279-006 07/01/2019

Rates Fringes

Carpenters:
 HEAVY AND HIGHWAY
 CONSTRUCTION (COLUMBIA AND
 GREENE COUNTIES)
 Carpenters, Millwrights,
 Pile Drivers.....\$ 38.09 29.08

 CARP0291-005 07/01/2020

Rates Fringes

Carpenters:
 SARATOGA COUNTY
 BUILDING.....\$ 32.18 22.35
 WASHINGTON COUNTY
 BUILDING.....\$ 28.10 21.20

PAID HOLIDAYS: Labor Day, provided the employee has been on
 the payroll the calender week or any of the holiday week
 preceding the holiday and works the day after the holiday.

 CARP0291-008 07/01/2020

ALBANY, FULTON, MONTGOMERY, RENSSELAER, SCHENECTADY AND
 SCHOHARIE COUNTIES

Rates Fringes

Carpenters:
 BUILDING CONSTRUCTION
 (Excluding Montgomery
 County)
 Carpenters & Soft Floor
 Layers.....\$ 32.18 22.35

INFORMATION COPY

Piledriver.....	\$ 31.68	20.60
HEAVY & HIGHWAY CONSTRUCTION Carpenters.....	\$ 33.82	22.85

 CARP0291-010 07/01/2020

Rates Fringes

Carpenters:

CARPENTERS.....	\$ 33.82	22.85
DIVER TENDERS.....	\$ 34.02	21.10
DIVERS (Dry Day).....	\$ 34.82	22.85
DIVERS.....	\$ 58.82	22.85
PILEDRIVERS.....	\$ 33.02	21.10

 ELEC0236-001 06/01/2020

ALBANY; COLUMBIA; FULTON; GREENE (that portion North of a line following the south limits of the city of Catskill); MONTGOMERY; RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; WASHINGTON

Rates Fringes

ELECTRICIAN.....	\$ 41.20	28.11
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 ELEC0363-004 04/01/2021

GREENE COUNTY (Portion of)

Rates Fringes

ELECTRICIAN.....	\$ 43.00	3%+33.67+a
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FOOTNOTE:
 a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

 ELEC1249-003 05/04/2020

Rates Fringes

ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)

Flagman.....	\$ 27.72	6.75%+33.90
Groundman (Truck Driver)....	\$ 36.96	6.75%+33.90
Groundman Truck Driver (tractor trailer unit).....	\$ 39.27	6.75%+33.90
Lineman & Technician.....	\$ 46.20	6.75%+33.90
Mechanic.....	\$ 36.96	6.75%+33.90

FOOTNOTE:
 a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

INFORMATION COPY

Rates Fringes

ELECTRICIAN (Line Construction)

Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :

Flagman.....	\$ 32.10	6.75%+33.90
Groundman digging machine operator.....	\$ 48.15	6.75%+33.90
Groundman truck driver (tractor trailer unit)....	\$ 45.48	6.75%+33.90
Groundman Truck driver....	\$ 42.80	6.75%+33.90
Lineman and Technician....	\$ 53.50	6.75%+33.90
Mechanic.....	\$ 42.80	6.75%+33.90

Substation:

Cable Splicer.....	\$ 58.85	6.75%+33.90
Flagman.....	\$ 32.10	6.75%+33.90
Ground man truck driver....	\$ 42.80	6.75%+33.90
Groundman digging machine operator.....	\$ 48.15	6.75%+33.90
Groundman truck driver (tractor trailer unit)....	\$ 45.48	6.75%+33.90
Lineman & Technician.....	\$ 53.50	6.75%+33.90
Mechanic.....	\$ 42.80	6.75%+33.90

Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation

Cable Splicer.....	\$ 60.30	6.75%+33.90
Flagman.....	\$ 32.89	6.75%+33.90
Groundman Digging Machine Operator.....	\$ 49.34	6.75%+33.90
Groundman Truck Driver (tractor-trailer unit)....	\$ 46.60	6.75%+33.90
Groundman Truck Driver....	\$ 43.86	6.75%+33.90
Lineman & Technician.....	\$ 54.82	6.75%+33.90
Mechanic.....	\$ 43.86	6.75%+33.90

INFORMATION COPY

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

 ELEC1249-007 05/06/2019

COLUMBIA COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS)		
Flagman.....	\$ 27.77	6.75%+24.15
Groundman Digging Machine Operator.....	\$ 41.65	6.75%+24.15
Groundman Truck Driver (Tractor-trailer unit).....	\$ 37.02	6.75%+24.15
Groundman Truck Driver.....	\$ 37.02	6.75%+24.15
Lineman and Technician.....	\$ 46.28	6.75%+24.15
Mechanic.....	\$ 37.02	6.75%+24.15

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

 ELEC1249-008 01/03/2021

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 34.78	3%+5.14
Groundman.....	\$ 17.50	3%+5.14
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 33.01	3%+5.14
Tree Trimmer.....	\$ 27.36	3%+9.98

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

 ELEV0035-001 01/01/2020

ALBANY; COLUMBIA (Towns of Claverack, Hillsdale, Ghent, Stockport, Austerlitz, Canaan, New Lebanon, Chatham, Kinderhook, Styvesant and Greenport); FULTON; GREENE (Towns of Durham, Greenville, New Baltimore, Coxcsackie and Athens); MONTGOMERY, RENSSELAER, SARATOGA, SCHENECTADY, SCHOHARIE AND

	Rates	Fringes
Elevator Constructor.....	\$ 47.51	34.765+a+b

FOOTNOTE:
 a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

 ELEV0138-004 01/01/2020

COLUMBIA COUNTY (THE TOWNS OF ANCRAM, CLERMONT, COPAKE, GALLATIN, GERMANTOWN, LIVINGSTON, AND TAGHKANIC); GREEN COUNTY (THE TOWNS OF HUNTER AND CATSKILL)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.49	34.765+a+b

FOOTNOTE:
 a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

 ENGI0106-001 07/01/2018

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.47	26.05+a
GROUP 2.....	\$ 42.56	26.05+a
GROUP 3.....	\$ 39.99	26.05+a
GROUP 4.....	\$ 47.47	26.05+a
GROUP 5.....	\$ 46.47	26.05+a
GROUP 6.....	\$ 45.47	26.05+a
GROUP 7.....	\$ 45.08	26.05+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.)

Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

ENGI0106-012 07/01/2018

BUILDING

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP A(1).....	\$ 43.79	25.70+a
GROUP A.....	\$ 43.30	25.70+a
1.....	\$ 45.04	25.70+a
2.....	\$ 46.04	25.70+a
GROUP B.....	\$ 42.28	25.70+a
GROUP C.....	\$ 39.38	25.70+a

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (BUILDING):

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums:

- 1 over 150' - \$1.00
- 2 over 200' - \$2.00

GROUP A: Shovel, All Excavators (including rubber tire full swing), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under), maintenance engineer, self contained crawler, drill-hydraulic rock drill.

GROUP B: Backhoe, (rubber-tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller

GROUP C: Fork lift, high lift, lull, oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps

IRON0012-011 07/01/2019

ALBANY; COLUMBIA; FULTON (Albin, Bleecker, Broad, Johnstown, Mayfield, Northampton and Perth); GREENE, MONTGOMERY (Amsterdam, Charleston, Florida, Glen, Mohawk and Root); RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; and WASHINGTON

COUNTIES:

Rates Fringes

Ironworkers:

Sheeter, Bucker-up.....	\$ 31.80	28.59
Sheeter.....	\$ 31.80	28.59
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcing, Stone Derrickmen.....	\$ 31.55	28.59

IRON0440-007 01/01/2019

FULTON (Twps. of Caroga, Ephratah, Oppenheim, Stratford);
MONTGOMERY (Twps of Canajoharie, Minden, Palatine, St.
Johnsville):

Rates Fringes

IRONWORKER

Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcement, and Stone Derrickman.....	\$ 28.25	25.94
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LAB00017-001 07/01/2019

COLUMBIA COUNTY (Twps of Greenport, Claverack, Clermont,
Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake,
Ancram, Philmont and the City of Hudson)

Rates Fringes

LABORER

COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont, and the City of Hudson) (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work) HEAVY & HIGHWAY		
GROUP 1:.....	\$ 38.90	27.15+a
GROUP 2:.....	\$ 43.15	27.15+a
GREENE COUNTY (Township of Catskill) HEAVY & HIGHWAY:		
GROUP 1:.....	\$ 34.15	27.15+a
GROUP 2:.....	\$ 38.90	27.15+a
GROUP 3:.....	\$ 43.15	27.15+a
GROUP 4:.....	\$ 48.00	27.15+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1.....	\$ 48.05	29.50+a

For HEAVY & HIGHWAY CLASSIFICATIONS in COLUMBIA COUNTY
(Townships of Greenport, Claverack, Clermont, Germantown,
Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram,
Philmont and the City of Hudson)

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective equipment and clothing are not required

GROUP 2: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required

For HEAVY & HIGHWAY CLASSIFICATIONS in GREENE COUNTY
(Township of Catskill)

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Lincoln's Birthday, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, provided the employee is an employee of the company prior to the scheduled holiday and reports to work the first day following the holiday unless prevented from doing so for legitimate reasons.

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipe lining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and caustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork.

Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine

GROUP 3 Ingersoll Rand heavy duty crawler-master HCMZ, any drill using a 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman

For TUNNEL, SHAFT & CAISSON WORK CLASSIFICATIONS

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powderman;

Miner and all machine men, Safety Miner, all shaft work, caisson work, drilling, blow pipe, all air tools, tugger, scaling, nipper gunniting from pot to nozzle, bit grinder, signal man (top and bottom), shield driven tunnel, mixed face and soft ground liner plate tunnel in free air

LAB00035-001 07/01/2017

FULTON (TWPS OF CAROGA, EPHRATA, OPPENHEIM, AND STRAFORD); MONTGOMERY (TWPS OF CANAJOHARIE, MINDEN AND PALATINE, ROOT AND ST. JOHNSVILLE)

	Rates	Fringes
Laborers Building Construction		
Asbestos Removal.....	\$ 24.00	20.64+a
Blasters, Form Setters, MotorBuggy Operator (Rider Type).....	\$ 23.00	20.64+a
Hazardous Waste Removal Hazardous waste removal includes wetting, stripping, removal, scrapping, vaccuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 24.00	20.64+a
HEAVY & HIGHWAY:		
GROUP 1:.....	\$ 28.05	23.74+a
GROUP 2:.....	\$ 28.25	23.74+a
GROUP 3:.....	\$ 28.45	23.74+a
GROUP 4:.....	\$ 28.65	23.74+a
Laborers.....	\$ 22.50	20.64+a
Pipelayers, Motor Mixers, Motor Buggy Operator (Walk Behind) Power Lift (Walk Behind).....	\$ 22.65	20.64+a
Wagon Drill Operator.....	\$ 22.90	20.64+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

GROUP 1: Common Laborers, Flagman, Outboard and Hand boats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jackhammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborer's tools, Installation of bridge drainage, Pipelayers, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw Operator on asphalt paver, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunnite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil, and air tool operators, Wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master and similar type), Acetylene torch operators, and Asphalt paver, Powderman

GROUP 4: Blasterers, Form setters, Stone or Granite Curb setters

LAB00157-001 07/01/2017

FULTON (Twps. of Bleeker, Mayfield, Northhampton, Johnstown, Broadalbin and Perth); MONTGOMERY (Twps. of Mohawk, Glen, Charleston, Amsterdam, and Florida); SARATOGA (Twps. of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Northcumberland, Galway, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park); SCHENECTADY and SCHOHARIE COUNTIES.

	Rates	Fringes
LABORER		
BUILDING:		
GROUP 1.....	\$ 28.74	20.14+a
GROUP 2.....	\$ 30.09	20.14+a
HEAVY & HIGHWAY:		
GROUP 1:.....	\$ 30.55	21.29+a
GROUP 2:.....	\$ 30.75	21.29+a
GROUP 3:.....	\$ 30.95	21.29+a
GROUP 4:.....	\$ 31.15	21.29+a
GROUP 5:.....	\$ 32.55	21.29+a

LABORER CLASSIFICATIONS

Group 1: Common Laborers

Group 2: Asbestos and Toxic Materials

Commercial projects valued at \$800,000 or less and/or industrial projects valued at \$100,000 or less, excluding demolition work (the complete razing of structures) 75% of the basic wage scale with full benefits will apply

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

LABORER CLASSIFICATIONS

GROUP 1: Common laborers, flagman, outboard & hand boats

GROUP 2: Bull float, chain saw, concrete aggregate bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tamper, drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2" and single diaphragm), nozzle (asphalt, gunnite, seeding, and sand blasting), laborers on chain fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, and air tool operators, wrecking laborers

GROUP 3: All rock drilling machine operators (except quarry master and similar type), acetylene torch operator, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LAB00190-001 07/01/2019

ALBANY; GREEN; RENSSELAER COUNTY, WASHINGTON COUNTY, SARATOGA COUNTY (Townships of Stillwater, Halfmoon, Saratoga)

Rates Fringes

Laborers:		
BUILDING:		
GROUP 1.....	\$ 28.51	23.17
GROUP 2.....	\$ 29.86	23.17

LABORERS CLASSIFICATIONS

GROUP 1: Common Laborers

GROUP 2: Hazardous waste removal Commercial projects valued at \$800,000 or less and/or industrial projects valued at \$100,000 or less excluding demolition work, (complete razing of structures) will receive 75% of basic wage scale with full fringes will apply

LAB00190-002 07/01/2018

ALBANY; RENSSELAER; COLUMBIA (Twps. of Stuyvesant, Stockport, Kinderhook, New Lebanon, Cannan, Ghent, Chatham, Austerlitz). GREENE (except Catskill Township). WASHINGTON COUNTY. SARATAGO COUNTY (Townships of Stillwater, Halfmoon Saratoga)

Rates Fringes

Laborers:		
HEAVY & HIGHWAY:		
GROUP 1.....	\$ 30.94	22.70
GROUP 2.....	\$ 31.14	22.70
GROUP 3.....	\$ 31.34	22.70
GROUP 4.....	\$ 31.54	22.70
GROUP 5.....	\$ 32.94	22.70

FOOTNOTE:
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, flagmen, outboard and hand boats

GROUP 2: Bull float, chain saw, concrete aggregated bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tampers, drill doctor, Tail or screw operator on asphalt paver, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunnite, seeding, and sand blasting) Laborers on chain link fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, air tool operators, and wrecking laborers

GROUP 3: All rock air drilling machine operators (except quarry master and similar type), acetylene torch operators, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO0235-006 05/01/2018

COLUMBIA (Twps. of Greenport, Claverack, Hillsdale, Livingston, Germantown, Taghkanic, Copake, Clermont, Gallatin, Ancram):

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 24.40	29.75+a
GROUP 2.....	\$ 28.16	29.75+a
GROUP 3.....	\$ 29.16	29.75+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson; Placing and maintenance of all flares, cones, lights, signs, barricades; traffic control custodial work; traffic directors; temporary heat or light tenders; tool rooms

GROUP 2: General Laborers, Dumpman, Pitman, Concrete man; Signal man; Pipelayers; Rip rap; Dry stone layer; Jack hammer; Powderman; Highscalers power buggy operator; Steel rod carrier; Vibratory operator; other machine operator; wrecking; Vibrator operator-compacto; Gunite and sandblasting; Water pump 2" or under; Nipper; Chucker; Asphalt Workers

GROUP 3: Asphalt raker; Asphalt Screedman; Drillers (all); Laser Beam Operator; Form Setter/Aligners; Blasters

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, November Election Day, Thanksgiving Day, and Christmas Day

PAIN0009-013 07/01/2020

Rates Fringes

GLAZIER.....\$ 32.65 28.32

PAIN0155-002 05/01/2018

COLUMBIA AND GREENE COUNTIES

Rates Fringes

Painters:
Drywall Finisher.....\$ 32.99 22.76
Lead Abatement Work.....\$ 32.99 22.76
Painter/Paperhanger.....\$ 32.99 22.76
Spray Rate.....\$ 33.99 22.76

PAIN0201-001 05/01/2019

Rates Fringes

Painters:
Lead Abatement Workers,
Structural Steel
Zone 1.....\$ 30.09 16.65
Zone 2.....\$ 30.09 16.65
Painters, Drywall
Finishers, Spray
Zone 1.....\$ 29.09 16.65
Zone 2.....\$ 29.09 16.65

Zone #1 Entire counties of ALBANY, FULTON, MONTGOMERY,
RENSSELAER, SCHOHARIE, SCHENECTADY AND SARATOGA

ZONE #2 All of WASHINGTON County

PAIN0806-002 10/01/2020

ALBANY, COLUMBIA, FULTON, GREENE, MONTGOMERY, RENSSELAER,
SCHOHARIE, SCHENECTADY, SARATOGA AND WASHINGTON

Rates Fringes

Painters:
Structural Steel and Bridge.\$ 51.50 49.63

* PLUM0007-001 05/01/2021

ALBANY; COLUMBIA; FULTON; GREENE; MONTGOMERY; RENSSELAER;
SCHENECTADY; SARATOGA (Towns of Charlton, Clifton Park, Galway,
Halfmoon, Milton, Stillwater and Waterford)

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 46.34 26.44

PLUM0112-019 05/01/2020

Townships of Canajoharie and Minden

Rates Fringes

PLUMBER (Including
Steamfitting)
Northern Zone.....\$ 37.85 28.45

PLUM0773-002 05/01/2019

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SARATOGA (Remainder of County); WASHINGTON COUNTY:

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 37.50	30.98

 ROOF0203-003 06/01/2019

SCHOHARIE COUNTY:

	Rates	Fringes
ROOFER.....	\$ 26.30	16.16

 ROOF0241-001 07/01/2018

	Rates	Fringes
ROOFER.....	\$ 30.05	19.27

 * SFNY0669-001 04/01/2021

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.96	25.37

 SHEE0083-001 06/01/2019

	Rates	Fringes
Sheet metal worker.....	\$ 33.73	33.04+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

 TEAM0294-003 07/01/2020

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 31.51	26.68+a
GROUP 2.....	\$ 31.57	26.68+a
GROUP 3.....	\$ 31.66	26.68+a
GROUP 4.....	\$ 31.78	26.68+a
GROUP 5.....	\$ 31.94	26.68+a

TRUCK DRIVERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Pick-ups, panel trucks, flatboy material trucks (straight jobs), single axle dump trucks, dumpsters, receivers, greasers, truck tireman

GROUP 2: Tandems, batch trucks, mechanics

GROUP 3: Semi-trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit

GROUP 5: Off-highway tandem back dump, twin engine equipment and double hitched equipment where not self-loaded

FOOTNOTE:
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

TEAM0294-004 07/01/2019

BUILDING CONSTRUCTION

EXCLUDING MONTGOMERY COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.67	24.28+a
GROUP 2.....	\$ 27.97	24.28+a

FOOTNOTES:
a. One week vacation after 1 year; 2 weeks vacation after 5 years.

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Straight, winch, transit mix on job site, road oilers, dump, panel, pick-up, water and fuel trucks on site (including nozzle)

GROUP 2: Euclid or similar equipment, lowboy or lowboy trailers

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4143
Revision No.: 16
Date Of Last Revision: 05/17/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: New York

Area: New York Counties of Albany Rensselaer Saratoga Schenectady Schoharie

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.36
01012 - Accounting Clerk II		19.50
01013 - Accounting Clerk III		21.81
01020 - Administrative Assistant		32.87
01035 - Court Reporter		24.28
01041 - Customer Service Representative I		15.21
01042 - Customer Service Representative II		16.59
01043 - Customer Service Representative III		18.64
01051 - Data Entry Operator I		15.03
01052 - Data Entry Operator II		16.39
01060 - Dispatcher Motor Vehicle		22.04
01070 - Document Preparation Clerk		14.78
01090 - Duplicating Machine Operator		14.78
01111 - General Clerk I		14.53
01112 - General Clerk II		15.86
01113 - General Clerk III		17.81
01120 - Housing Referral Assistant		20.75
01141 - Messenger Courier		16.69
01191 - Order Clerk I		14.65
01192 - Order Clerk II		15.99
01261 - Personnel Assistant (Employment) I		18.79
01262 - Personnel Assistant (Employment) II		21.01
01263 - Personnel Assistant (Employment) III		23.42
01270 - Production Control Clerk		23.21
01290 - Rental Clerk		15.80
01300 - Scheduler Maintenance		16.65
01311 - Secretary I		16.65
01312 - Secretary II		18.62
01313 - Secretary III		20.75
01320 - Service Order Dispatcher		19.71
01410 - Supply Technician		32.87
01420 - Survey Worker		17.86
01460 - Switchboard Operator/Receptionist		16.62
01531 - Travel Clerk I		15.60

01532 - Travel Clerk II	16.83
01533 - Travel Clerk III	18.07
01611 - Word Processor I	14.94
01612 - Word Processor II	16.79
01613 - Word Processor III	18.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.94
05010 - Automotive Electrician	22.10
05040 - Automotive Glass Installer	20.75
05070 - Automotive Worker	20.75
05110 - Mobile Equipment Servicer	18.14
05130 - Motor Equipment Metal Mechanic	23.29
05160 - Motor Equipment Metal Worker	20.75
05190 - Motor Vehicle Mechanic	23.29
05220 - Motor Vehicle Mechanic Helper	16.72
05250 - Motor Vehicle Upholstery Worker	19.56
05280 - Motor Vehicle Wrecker	20.75
05310 - Painter Automotive	22.10
05340 - Radiator Repair Specialist	20.75
05370 - Tire Repairer	19.16
05400 - Transmission Repair Specialist	23.29
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.09
07041 - Cook I	15.25
07042 - Cook II	17.45
07070 - Dishwasher	12.65
07130 - Food Service Worker	13.29
07210 - Meat Cutter	18.14
07260 - Waiter/Waitress	13.28
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.76
09040 - Furniture Handler	13.47
09080 - Furniture Refinisher	19.76
09090 - Furniture Refinisher Helper	16.01
09110 - Furniture Repairer Minor	18.19
09130 - Upholsterer	19.76
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.81
11060 - Elevator Operator	13.81
11090 - Gardener	22.15
11122 - Housekeeping Aide	14.33
11150 - Janitor	14.33
11210 - Laborer Grounds Maintenance	16.88
11240 - Maid or Houseman	12.73
11260 - Pruner	15.12
11270 - Tractor Operator	20.41
11330 - Trail Maintenance Worker	16.88
11360 - Window Cleaner	15.99
12000 - Health Occupations	
12010 - Ambulance Driver	21.79
12011 - Breath Alcohol Technician	19.87
12012 - Certified Occupational Therapist Assistant	24.79
12015 - Certified Physical Therapist Assistant	25.67
12020 - Dental Assistant	21.17
12025 - Dental Hygienist	34.22
12030 - EKG Technician	26.42
12035 - Electroneurodiagnostic Technologist	26.42
12040 - Emergency Medical Technician	21.79
12071 - Licensed Practical Nurse I	17.77
12072 - Licensed Practical Nurse II	19.87
12073 - Licensed Practical Nurse III	22.15
12100 - Medical Assistant	16.88
12130 - Medical Laboratory Technician	28.17
12160 - Medical Record Clerk	18.39
12190 - Medical Record Technician	20.82
12195 - Medical Transcriptionist	21.69
12210 - Nuclear Medicine Technologist	43.10
12221 - Nursing Assistant I	12.30
12222 - Nursing Assistant II	13.82
12223 - Nursing Assistant III	15.08

12224 - Nursing Assistant IV	16.94
12235 - Optical Dispenser	27.51
12236 - Optical Technician	20.45
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	17.55
12305 - Radiologic Technologist	31.28
12311 - Registered Nurse I	23.56
12312 - Registered Nurse II	28.81
12313 - Registered Nurse II Specialist	28.81
12314 - Registered Nurse III	34.87
12315 - Registered Nurse III Anesthetist	34.87
12316 - Registered Nurse IV	41.79
12317 - Scheduler (Drug and Alcohol Testing)	26.99
12320 - Substance Abuse Treatment Counselor	21.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.70
13012 - Exhibits Specialist II	28.13
13013 - Exhibits Specialist III	34.41
13041 - Illustrator I	22.70
13042 - Illustrator II	28.13
13043 - Illustrator III	34.41
13047 - Librarian	31.15
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems Administrator	28.13
13058 - Library Technician	16.62
13061 - Media Specialist I	20.30
13062 - Media Specialist II	22.70
13063 - Media Specialist III	25.31
13071 - Photographer I	18.22
13072 - Photographer II	20.38
13073 - Photographer III	25.24
13074 - Photographer IV	31.60
13075 - Photographer V	37.36
13090 - Technical Order Library Clerk	19.26
13110 - Video Teleconference Technician	24.42
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.23
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.75
14044 - Computer Operator IV	25.26
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 20.55
14072 - Computer Programmer II	(see 1) 25.46
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.23
14160 - Personal Computer Support Technician	25.26
14170 - System Support Specialist	32.71
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.50
15020 - Aircrew Training Devices Instructor (Rated)	33.57
15030 - Air Crew Training Devices Instructor (Pilot)	40.18
15050 - Computer Based Training Specialist / Instructor	30.50
15060 - Educational Technologist	35.56
15070 - Flight Instructor (Pilot)	40.18
15080 - Graphic Artist	27.66
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.18
15086 - Maintenance Test Pilot Rotary Wing	40.18
15088 - Non-Maintenance Test/Co-Pilot	40.18
15090 - Technical Instructor	25.78
15095 - Technical Instructor/Course Developer	31.54
15110 - Test Proctor	20.81
15120 - Tutor	20.81
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.67
16030 - Counter Attendant	13.67

16040 - Dry Cleaner	15.62
16070 - Finisher Flatwork Machine	13.67
16090 - Presser Hand	13.67
16110 - Presser Machine Drycleaning	13.67
16130 - Presser Machine Shirts	13.67
16160 - Presser Machine Wearing Apparel Laundry	13.67
16190 - Sewing Machine Operator	16.27
16220 - Tailor	16.92
16250 - Washer Machine	14.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	28.49
19040 - Tool And Die Maker	33.32
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.85
21030 - Material Coordinator	22.79
21040 - Material Expediter	22.79
21050 - Material Handling Laborer	16.90
21071 - Order Filler	14.99
21080 - Production Line Worker (Food Processing)	20.85
21110 - Shipping Packer	18.30
21130 - Shipping/Receiving Clerk	18.30
21140 - Store Worker I	13.49
21150 - Stock Clerk	18.81
21210 - Tools And Parts Attendant	20.85
21410 - Warehouse Specialist	20.85
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.23
23019 - Aircraft Logs and Records Technician	23.28
23021 - Aircraft Mechanic I	27.29
23022 - Aircraft Mechanic II	28.23
23023 - Aircraft Mechanic III	29.31
23040 - Aircraft Mechanic Helper	20.47
23050 - Aircraft Painter	25.89
23060 - Aircraft Servicer	23.28
23070 - Aircraft Survival Flight Equipment Technician	25.89
23080 - Aircraft Worker	24.32
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.32
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.29
23110 - Appliance Mechanic	28.92
23120 - Bicycle Repairer	23.74
23125 - Cable Splicer	45.80
23130 - Carpenter Maintenance	26.23
23140 - Carpet Layer	27.17
23160 - Electrician Maintenance	30.31
23181 - Electronics Technician Maintenance I	26.72
23182 - Electronics Technician Maintenance II	28.44
23183 - Electronics Technician Maintenance III	29.98
23260 - Fabric Worker	25.60
23290 - Fire Alarm System Mechanic	25.09
23310 - Fire Extinguisher Repairer	23.74
23311 - Fuel Distribution System Mechanic	41.47
23312 - Fuel Distribution System Operator	32.30
23370 - General Maintenance Worker	19.78
23380 - Ground Support Equipment Mechanic	27.29
23381 - Ground Support Equipment Servicer	23.28
23382 - Ground Support Equipment Worker	24.32
23391 - Gunsmith I	23.74
23392 - Gunsmith II	27.17
23393 - Gunsmith III	30.49
23410 - Heating Ventilation And Air-Conditioning Mechanic	29.32
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.33
23430 - Heavy Equipment Mechanic	28.13
23440 - Heavy Equipment Operator	30.27
23460 - Instrument Mechanic	34.21
23465 - Laboratory/Shelter Mechanic	28.92
23470 - Laborer	16.90

23510 - Locksmith	23.91
23530 - Machinery Maintenance Mechanic	28.41
23550 - Machinist Maintenance	23.73
23580 - Maintenance Trades Helper	18.99
23591 - Metrology Technician I	34.21
23592 - Metrology Technician II	35.39
23593 - Metrology Technician III	36.74
23640 - Millwright	31.67
23710 - Office Appliance Repairer	20.69
23760 - Painter Maintenance	21.85
23790 - Pipefitter Maintenance	37.66
23810 - Plumber Maintenance	35.73
23820 - Pneudraulic Systems Mechanic	30.49
23850 - Rigger	30.49
23870 - Scale Mechanic	27.17
23890 - Sheet-Metal Worker Maintenance	30.42
23910 - Small Engine Mechanic	18.58
23931 - Telecommunications Mechanic I	35.09
23932 - Telecommunications Mechanic II	36.32
23950 - Telephone Lineman	32.34
23960 - Welder Combination Maintenance	23.88
23965 - Well Driller	31.17
23970 - Woodcraft Worker	30.49
23980 - Woodworker	23.74
24000 - Personal Needs Occupations	
24550 - Case Manager	18.45
24570 - Child Care Attendant	12.70
24580 - Child Care Center Clerk	15.83
24610 - Chore Aide	14.32
24620 - Family Readiness And Support Services Coordinator	18.45
24630 - Homemaker	18.45
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.97
25040 - Sewage Plant Operator	24.71
25070 - Stationary Engineer	27.97
25190 - Ventilation Equipment Tender	20.07
25210 - Water Treatment Plant Operator	24.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.97
27007 - Baggage Inspector	17.03
27008 - Corrections Officer	25.32
27010 - Court Security Officer	26.53
27030 - Detection Dog Handler	19.04
27040 - Detention Officer	25.32
27070 - Firefighter	28.83
27101 - Guard I	17.03
27102 - Guard II	19.04
27131 - Police Officer I	30.14
27132 - Police Officer II	33.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.66
28042 - Carnival Equipment Repairer	18.07
28043 - Carnival Worker	12.34
28210 - Gate Attendant/Gate Tender	15.48
28310 - Lifeguard	12.41
28350 - Park Attendant (Aide)	17.31
28510 - Recreation Aide/Health Facility Attendant	12.63
28515 - Recreation Specialist	21.45
28630 - Sports Official	13.78
28690 - Swimming Pool Operator	20.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.27
29020 - Hatch Tender	27.27
29030 - Line Handler	27.27
29041 - Stevedore I	25.70
29042 - Stevedore II	29.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.96
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.25

30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.00
30021 - Archeological Technician I	19.17
30022 - Archeological Technician II	21.44
30023 - Archeological Technician III	26.56
30030 - Cartographic Technician	26.56
30040 - Civil Engineering Technician	29.66
30051 - Cryogenic Technician I	29.41
30052 - Cryogenic Technician II	32.48
30061 - Drafter/CAD Operator I	19.17
30062 - Drafter/CAD Operator II	21.44
30063 - Drafter/CAD Operator III	23.89
30064 - Drafter/CAD Operator IV	29.41
30081 - Engineering Technician I	15.61
30082 - Engineering Technician II	17.52
30083 - Engineering Technician III	19.60
30084 - Engineering Technician IV	24.29
30085 - Engineering Technician V	29.71
30086 - Engineering Technician VI	35.94
30090 - Environmental Technician	25.31
30095 - Evidence Control Specialist	26.56
30210 - Laboratory Technician	28.70
30221 - Latent Fingerprint Technician I	30.14
30222 - Latent Fingerprint Technician II	33.29
30240 - Mathematical Technician	28.89
30361 - Paralegal/Legal Assistant I	18.39
30362 - Paralegal/Legal Assistant II	22.35
30363 - Paralegal/Legal Assistant III	27.35
30364 - Paralegal/Legal Assistant IV	33.09
30375 - Petroleum Supply Specialist	32.48
30390 - Photo-Optics Technician	26.56
30395 - Radiation Control Technician	32.48
30461 - Technical Writer I	23.33
30462 - Technical Writer II	28.54
30463 - Technical Writer III	34.54
30491 - Unexploded Ordnance (UXO) Technician I	26.03
30492 - Unexploded Ordnance (UXO) Technician II	31.49
30493 - Unexploded Ordnance (UXO) Technician III	37.75
30494 - Unexploded (UXO) Safety Escort	26.03
30495 - Unexploded (UXO) Sweep Personnel	26.03
30501 - Weather Forecaster I	29.41
30502 - Weather Forecaster II	35.78
30620 - Weather Observer Combined Upper Air Or (see 2)	23.89
Surface Programs	
30621 - Weather Observer Senior (see 2)	26.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.49
31020 - Bus Aide	14.89
31030 - Bus Driver	20.61
31043 - Driver Courier	17.06
31260 - Parking and Lot Attendant	13.92
31290 - Shuttle Bus Driver	16.94
31310 - Taxi Driver	15.37
31361 - Truckdriver Light	18.51
31362 - Truckdriver Medium	19.96
31363 - Truckdriver Heavy	24.32
31364 - Truckdriver Tractor-Trailer	24.32
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.35
99030 - Cashier	12.55
99050 - Desk Clerk	13.93
99095 - Embalmer	36.35
99130 - Flight Follower	26.03
99251 - Laboratory Animal Caretaker I	15.95
99252 - Laboratory Animal Caretaker II	17.31
99260 - Marketing Analyst	33.88
99310 - Mortician	36.35
99410 - Pest Controller	19.61
99510 - Photofinishing Worker	14.75
99710 - Recycling Laborer	21.91
99711 - Recycling Specialist	26.50

99730 - Refuse Collector	19.63
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	14.27
99830 - Survey Party Chief	32.49
99831 - Surveying Aide	19.37
99832 - Surveying Technician	29.55
99840 - Vending Machine Attendant	20.57
99841 - Vending Machine Repairer	25.54
99842 - Vending Machine Repairer Helper	20.57

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years 4 weeks after 15 years and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to

ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

INFORMATION COPY

Attachment E – Notice of Nondisclosure

I, [REDACTED], am working on “Task Order 1 – Q Complex Characterization and Demolition Planning” for the US Department of Energy.

In performance on or in support of “Task Order 1 – Q Complex Characterization and Demolition Planning”, I certify that I shall not disclose any Government or DOE or Contractor proprietary or confidential information related to or gathered during contract performance, or after contract completion concerning this contract to anyone who is not also authorized access to that information by law, regulation, agency head, or the Contracting Officer; any disclosure shall be limited to the information required in connection with a person's official responsibilities. I certify that I am aware of the restrictions on disclosure on information under the Procurement Integrity Act, 41 U.S.C. § 423, and its implementing regulations, Federal Acquisition Regulation 3.104. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41 U.S.C. § 423 (2002), or other applicable laws and regulations. Furthermore, I will report any attempt to obtain such information concerning “Task Order 1 – Q Complex Characterization and Demolition Planning” prior to award. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provision are incorporated into this agreement and are controlling.

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, §1001 and the Procurement Integrity Act, 41 U.S.C. § 423.

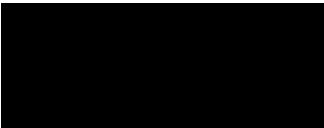
[REDACTED]

NAME	Print	Signature
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DATE	<u>4/17/2021</u>	ORGANIZATION	[REDACTED]
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INFORMATION COPY

Attachment E – Notice of Nondisclosure

I,  am working on Task Order No. TBD for the US Department of Energy.

In performance on or in support of Task Order TBD, I certify that I shall not disclose any Government or DOE or Contractor proprietary or confidential information related to or gathered during contract performance, or after contract completion concerning this contract to anyone who is not also authorized access to that information by law, regulation, agency head, or the Contracting Officer; any disclosure shall be limited to the information required in connection with a person's official responsibilities. I certify that I am aware of the restrictions on disclosure on information under the Procurement Integrity Act, 41 U.S.C. § 423, and its implementing regulations, Federal Acquisition Regulation 3.104. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41 U.S.C. § 423 (2002), or other applicable laws and regulations. Furthermore, I will report any attempt to obtain such information concerning Task Order TBD prior to award. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provision are incorporated into this agreement and are controlling.

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, §1001 and the Procurement Integrity Act, 41 U.S.C. § 423.

NAME  
DATE 4/19/2021 ORGANIZATION 

INFORMATION COPY

Attachment E – Notice of Nondisclosure

I, [REDACTED], am working on Task Order No. TBD for the US Department of Energy.

In performance on or in support of Task Order TBD, I certify that I shall not disclose any Government or DOE or Contractor proprietary or confidential information related to or gathered during contract performance, or after contract completion concerning this contract to anyone who is not also authorized access to that information by law, regulation, agency head, or the Contracting Officer; any disclosure shall be limited to the information required in connection with a person's official responsibilities. I certify that I am aware of the restrictions on disclosure on information under the Procurement Integrity Act, 41 U.S.C. § 423, and its implementing regulations, Federal Acquisition Regulation 3.104. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41 U.S.C. § 423 (2002), or other applicable laws and regulations. Furthermore, I will report any attempt to obtain such information concerning Task Order TBD prior to award. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provision are incorporated into this agreement and are controlling.

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, §1001 and the Procurement Integrity Act, 41 U.S.C. § 423.

NAME

Print

Signature

DATE 4/19/21

ORGANIZATION

