

AMENDMENT OF SOLICITATION (Negotiated Procurements)	PAGE 1	OF	PAGES 3 (plus attachment)
--	------------------	----	-------------------------------------

NOTICE: Offerors must acknowledge receipt of this amendment in writing, by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGEMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If, by virtue of this amendment, you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.

I. AMENDMENT

1. SOLICITATION NUMBER DE-RP07-99ID13727	2. SOLICITATION DATE January 22, 1999	3. AMENDMENT NUMBER M005	4. AMENDMENT DATE February 23, 1999
5. ISSUED BY U. S. Department of Energy Idaho Operations Office Procurement Services Division 850 Energy Drive, MS 1221 Idaho Falls, ID 83401-1563		6. DUE DATE THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERTED BELOW.	
		A. DATE	B. TIME
7. FOR MORE INFORMATION CALL <i>(No collect calls)</i>			
A. NAME Michael K. Barrett, SEB Executive Secretary	B. TELEPHONE		C. E-MAIL ADDRESS
	AREA CODE (208)	PHONE NUMBER 526-1958	barretmk@id.doe.gov
8. DESCRIPTION OF AMENDMENT			

See following page(s)

Note: Offerors must acknowledge receipt of this Amendment No. M005 with their offers submitted in response to this solicitation by completing Block 10 below and submitting this OF 309 with their offers, or by completing Block 14 of all Standard Forms 33 required to be submitted under this solicitation.

Issued by: (original signature on file)
R. Jeffrey Hoyles
Contracting Officer
Chairperson, Source Evaluation Board

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

II. ACKNOWLEDGMENT OF AMENDMENT

In lieu of other written methods of acknowledgment, the offeror may complete Blocks 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR	10A. OFFEROR <i>(Signature of person authorized to sign)</i>
	10B. NAME OF SIGNER
	10C. TITLE OF SIGNER
	10D. DATE

The following changes are made as Amendment No. M005 to Solicitation No. DE-RP07-99ID13727:

Sections A – H

(No amendments)

Section I

1. Under the Clause entitled TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT:
 - a. Paragraph (b), first sentence, after "...agreed upon and" insert a comma.
 - b. Paragraph (b), first sentence, after "...one year" insert a comma.
 - c. Paragraph (b), first sentence, after "...appropriate period" insert a comma.
 - d. Paragraph (b), third sentence, delete the word "on" just prior to "the allocation of fee".
 - e. Paragraph (b), beginning of fourth sentence, delete the words "It is herein agreed" and capitalize "The" to begin the sentence.
 - f. Subparagraph (c)(1), first sentence, after "...during the period" insert a comma.
 - g. Subparagraph (c)(3), first sentence, delete ", below," and replace with "of this clause".
 - h. Subparagraph (c)(3), third sentence, after "or designee" insert a comma.
2. Under the Clause entitled CONDITIONAL PAYMENT OF FEE, PROFIT, OR INCENTIVES:
 - a. Paragraph (a), last sentence, after "may reduce" delete the comma.
 - b. Paragraph (a), last sentence, after "cost savings" delete the comma.
 - c. Paragraph (b), first sentence, between "workplace" and "related" insert a hyphen.
 - d. Paragraph (b), first sentence, after "classified" insert "information".
 - e. Paragraph (b), first sentence, after "designee" delete the comma.
 - f. Subparagraph (c)(1)(ii), delete "the" where it appears prior to "requirements".
 - g. Subparagraph (c)(2), after "Operations/Field Office Manager" insert a comma.
 - h. Subparagraph (d)(3), after "Operations/Field Office Manager" insert a comma.

Sections J – K

(No amendments)

Sections K – Attachment A

(No amendments)

Section L

Under Provision L.4 Instructions – Other Written Information, delete paragraph (j) Transition Cost in its entirety and replace with the following:

“(j) **Transition Cost**

The transition period (anticipated dates are July 1, 1999 to September 30, 1999) will be covered by a separate contract on a cost-reimbursement (no fee) basis, subject to the cost principles of FAR Part 31 and DEAR Part 931.

The offeror shall provide a transition cost estimate that addresses the following elements.

- (1) Cost or pricing data that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the offeror's preferred format but shall address the total cost of the transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including number of personnel and dollars), fringe benefits, indirect cost allocations (by pool type and rate), relocation, travel, facilities, materials, supplies, subcontracts, and all other cost elements related to the period of transition. *(Ten Page Limitation)*

This information will be evaluated under Evaluation Factor D-3.

- (2) An executed Certificate of Current Cost or Pricing Data – see FAR 15.406-2. This Certificate will not count in the page limitation in (1) above.”

Sections L – Attachments A - I

(No amendments)

Sections L – Attachment J

Section L, Attachment J “Model Transition Contract” is deleted in its entirety and replaced with Attachment M005-1 to this amendment.

Section M

(No amendments)

Amendment M005 Attachment(s):

Attachment M005-1 - Section L Attachment J – MODEL TRANSITION CONTRACT

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

Section A – STANDARD FORM 307

Section B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing and providing the following items of work:

Item 1 - Transition period services described in the Statement of Work contained in Section C and Section J, Attachment E.

Item 2 - Reports in accordance with Section J, Attachment A, Reporting Requirements Checklist.

B.2 OBLIGATION OF FUNDS

The amount presently obligated under this contract is *(to be determined)*.

B.3 ESTIMATED COST

The total estimated cost for the above items being acquired excluding the cost of Government leased facilities is \$ *TBD*. No fee shall be paid to the Contractor under this contract. (See the Section I clause entitled "Cost Contract -- No Fee"..)

Section C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK

(a) General

(1) Purpose

This Statement of Work defines tasks and effort to be performed by the Contractor in performance of its transition contract to assume Management and Operations (M&O) at the INEEL on October 1, 1999.

(2) Scope

The Contractor shall provide personnel and perform all necessary tasks to efficiently and effectively complete the transition from the incumbent contractor [(Lockheed Martin Idaho Technologies Company (LMITCO))] to the Contractor in managing and operating the INEEL. Areas of emphasis include personnel, ES&H, property management, business management, and baselining of on-going programs and operations.

(b) Guidance and Direction

The Contractor's performance to the requirements of the SOW shall be under the guidance of the DOE Idaho Operations Office Manager. The Manager's authorized

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

representative shall provide administrative guidance to the Contractor in performance of the requirements of the SOW.

(c) Reference Documents

A. Contract Document DE-AC07-99ID13727

(d) Management

For the period of performance of the transition contract, the senior management official of the Contractor has full responsibility for carrying out all transition tasks. This responsibility includes technical performance, cost control, and overall compliance.

(e) Work Task Statements

The Contractor shall provide transition services in preparation for the assumption of full authority and responsibility for the management and operations of the INEEL in accordance with the Statement of Work, which is provided as Section J, Attachment E to this contract.

(f) In addition to the reporting requirements identified in Section J, Attachment A of this contract, the Contractor shall furnish the following deliverables to DOE-ID on or before the dates indicated:

Deliverable	Days Following Transition Award	Desired Date
Individual salary action requests	30	08/01/99
Proof of becoming signatory to the INEEL Site Stabilization and Construction Jurisdictional Procedural Agreement	60	09/01/99
Complete Purchasing System written description	60	09/01/99
Payments-Cleared Subcontract with Financial Institution to DOE for Approval	60	09/01/99

C.2 REPORTS

Reports shall be prepared and submitted in accordance with the reporting requirements in Section J.

Section D – PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

D.2 MARKING

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).

Section E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer Representative (COR), or any other duly authorized Government representative.

E.2 ACCEPTANCE

Acceptance of all services under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly authorized Government representatives.

E.3 FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may -
 - (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may -

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

- (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
- (2) terminate the contract for default.

Section F – DELIVERIES OR PERFORMANCE

F.1 DELIVERIES

Delivery of products under this Contract shall be in accordance with the written direction of the Contracting Officer or any other duly authorized Government representative.

F.2 TERM OF CONTRACT

The term of the contract will commence on the effective date of award with all work to be completed no later than September 30, 1999. This contract will remain open for a period of one year to allow all relocation charges to be received. This contract may be extended by mutual agreement of the parties for the sole purpose of paying relocation costs.

F.3 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance under the contract will be in the vicinity of Idaho Falls, ID and Scoville, ID and is further described in Section C and Section J, Attachment E.

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract; and

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

- (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Section G – CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

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

- (a) **Technical Correspondence.** Technical correspondence concerning performance of this contract shall be addressed to the DOE Contracting Officer Representative (COR) with an information copy of the correspondence to the Contracting Officer. Technical correspondence addresses issues relating to work effort of the contract (i.e. request interpretation of contractual requirements for performance) or requests approval or disapproval of reports, drawings or other work products.
- (b) **Patents/Technical Data Correspondence.** Correspondence concerning patent and technical data issues shall be addressed to the Patent Counsel, Office of Patent Counsel as designated in G.2, with an information copy to the Contracting Officer and the COR.
- (c) **Non-technical Administrative Correspondence.** All correspondence, other than technical correspondence, shall be addressed to the Contracting Officer, with information copies of the correspondence to the COR, and to the Patent Counsel (where patent or technical data issues are involved).
- (d) **Subject Line(s).** All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. DE-AC07-99ID13756
(Insert subject topic after contract number, e.g.,
"Request for subcontract placement consent")".

G.2 DESIGNATION OF PATENT ADVISOR

The following office is hereby designated to represent the Contracting Officer in administering the Patent Clauses in this contract.

Deputy Chief Counsel, Intellectual Property Law Division
U. S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

Argonne, IL 60439

Telephone: (630) 252-2176

Fax: (630) 252-2779

Correspondence with respect to this clause shall be directed to the above with a copy to the Contracting Officer and COR.

G.3 CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer Representative(s) (COR) will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract.

G.4 CONTRACT ADMINISTRATION

The contract will be administered by:

U.S. Department of Energy
Idaho Operations Office
Procurement Services Division
ATTN: Michael K. Barrett, Contracting Officer
850 Energy Drive, MS 1221
Idaho Falls, Idaho 83401-1563

Telephone: (208) 526-5743

Fax: (208) 526-5548

E-mail: barretmk@id.doe.gov

Written communication shall make reference to the contract number and shall be mailed to the above address.

G.5 DESIGNATION OF PROPERTY ADMINISTRATOR

As required under FAR 45.104 and DOE-Property Management Regulation 109-1.5202, the property administrator for this contract shall be the ID Organizational Property Management Officer (ID-OPMO).

G.6 INFORMATION ON VOUCHERS/INVOICES

All vouchers/invoices shall include a Statement of Services rendered. This statement shall include, as a minimum, a breakout by cost or price element and Task Order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

Section H – SPECIAL CONTRACT REQUIREMENTS

H.1 TECHNICAL DIRECTION

- (a) Performance of the work under this contract shall be subject to the technical direction of DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Directions to the Contractor which redirect the 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) Provision of written information to the Contractor, which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) 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 which:
 - (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.
- (c) All technical direction shall be issued in writing by the COR.
- (d) The Contractor shall 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 (b)(1) through (b)(5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
 - (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;

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes--Alternate I."

H.2 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

H.3 GOVERNMENT-FURNISHED PROPERTY AND DATA

Only that property and data specifically included in the LISTING OF GOVERNMENT-FURNISHED PROPERTY, Section J, Attachment D to the contract, shall be furnished.

H.4 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

- (c) The contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.

H.5 SUBCONTRACTS

Prior to the placement of subcontracts and in accordance with the clause, "Subcontracts Under Cost-Reimbursement and Letter Contracts," the Contractor shall insure that they contain:

- (a) All of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts;
- (b) Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.403-3) and subcontractor Representations and Certifications; and
- (c) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions; contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

H.6 INDIRECT COSTS

- (a) Pending establishment of final indirect cost rates for any period, billing and reimbursement of indirect costs shall be made on the basis of provisional rates approved by the Cognizant Contracting Officer for indirect rate matters. The provisional rates shall reflect the anticipated actual annual rates.
- (b) If during the period of performance the Contractor projects a change in the annual rates, the Contractor shall notify the Cognizant Contracting Officer in writing. The Contractor shall also submit this notification to the Cognizant Government audit agency and the office responsible for administration of the contract. After coordination with the responsible administration office and/or audit agency, the cognizant Contracting Officer shall change the DOE-approved provisional rates as appropriate.
- (c) If during the period of performance, this Contractor's provisional rates have not been established for a particular fiscal year, the Contractor shall continue to bill using those rates most recently approved by the Cognizant Contracting Officer.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

H.7 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Offeror submitted with the offer for Contract No. DE-AC07-99ID13727, by reference, hereby incorporated in and made a part of this contract.

H.8 PUBLIC RELEASE OF INFORMATION

- (a) Contractors will be responsible for developing, planning and coordinating proactive approaches to dissemination of timely information regarding DOE unclassified activities. This will be accomplished through coordination with DOE. Proactive communications or public affairs programs will include or make use of a variety of tools, among them open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The responsibility will be carried out in such a manner that the public, whether it is the media, citizen's groups, private citizens or local, state or Federal Government officials, has a clear understanding of DOE activities at the INEL.
- (b) Contractors will be responsible for following established DOE procedures for clearances on all oral, written and audio/visual informational material prepared for public use.

H.9 PRIVACY ACT SYSTEMS OF RECORDS

The Contractor shall design, develop, or operate the following systems of records on individuals to accomplish an agency function pursuant to the clause in Section I entitled "Privacy Act."

DOE System
Number

Title

- DOE-05 Personnel Records of Former Contractor Employees
- DOE-15 Payroll and Pay Related Data for Employees of Terminated Contractors
- DOE-33 Personnel Medical Records
- DOE-35 Personnel Radiation Exposure Records
- DOE-38 Occupational and Industrial Accident Records
- DOE-40 Contractor Insurance Claims
- DOE-43 Personnel Security Clearance Files
- DOE-51 Employee and Visitor Access Control Records

The above list shall be revised from time to time by mutual agreement between the Contractor and the Contracting Officer as may be necessary to keep it current. Such changes need not be formally incorporated before the annual contract update modification, but shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the clause in section I entitled "Privacy Act."

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

H.10 RELOCATION COSTS

The allowability of relocation costs shall be determined by 41 CFR Part 302.

Section I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)" in Section I of this contract.

FAR (52) OR DEAR (952) NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	APR 1998
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-16	LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1998
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	OCT 1998
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING	JAN 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998

Solicitation No. DE-RP07-99ID13727 – Through Amendment M005

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE CONCERNING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	MAR 1996
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1998
52.231-17	INTEREST	JUN 1996
52.232-5	PROMPT PAYMENT*	JUN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	AVAILABILITY OF FUNDS ALTERNATE I	JAN 1986 APR 1984
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES ALTERNATE I	MAR 1994 DEC 1991
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES – COST REIMBURSEMENT ALTERNATE I	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS ALTERNATE II	AUG 1998 AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	APR 1998
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
952.202-1	DEFINITIONS	SEP 1991
952.208-70	PRINTING	APR 1984
952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY)	JUN 1996
952.216-7	ALLOWABLE COST AND PAYMENT – ALTERNATE II	APR 1998
952.222-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	JAN 1993
952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION	JUN 1997

Solicitation No. DE-RP07-99ID13727 – Through Amendment M005

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS	APR 1984
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE	JUN 1997
952.235-70	KEY PERSONNEL	APR 1994
952.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS	APR 1989

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the DOE Procurement Executive or designee and shall not be binding until so approved.

Section J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

PART III - SECTION J - LIST OF ATTACHMENTS

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENTS

PAGE

- ATTACHMENT A - REPORTING REQUIREMENT CHECKLIST
- ATTACHMENT B - LISTING OF KEY PERSONNEL
- ATTACHMENT C - BILLING INSTRUCTIONS
- ATTACHMENT D - LISTING OF GOVERNMENT-FURNISHED PROPERTY
- ATTACHMENT E – STATEMENT OF WORK

**ATTACHMENT A
REPORTING REQUIREMENT CHECKLIST**

DISTRIBUTION OF REPORTS

	FREQUENCY	NO. OF COPIES	DISTRIBUTION
Management Plan	Once After Award	1,1	A,B
Status Report	Weekly and Final	1,1	A,B
Milestone Schedule/Plan (DOE F.1332.3)	Once After Award	1,1	A,B
Cost Plan (DOE F.1332.7)	Once After Award	1,1,1	A,B,C
Milestone Schedule Status (DOE F.1332.3)	Monthly	1,1	A,B
Cost Management Report (DOE F.1332.9)	Monthly	1,1,1	A,B,C
Conference Record	As Required	1,1	A,B

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

Hot Line Report	As Required	1,1	A,B
-----------------	----------------	-----	-----

REPORT DISTRIBUTION ADDRESSEE LIST

A. U.S. Department of Energy
 Idaho Operations Office
 ATTN: Julie E. Connor
 850 Energy Drive, MS 1203
 Idaho Falls, ID 83401-1563

B. U.S. Department of Energy
 Idaho Operations Office
 ATTN: Michael K. Barrett
 850 Energy Drive, MS 1221
 Idaho Falls, ID 83401-1563

C. U.S. Department of Energy
 Idaho Operations Office
 Finance Division
 850 Energy Drive, MS 1242
 Idaho Falls, ID 83401-1563

* To be designated by separate correspondence.

MANAGEMENT PLAN

The "Management Plan" describes the contractor's approach to performing the effort and producing the products identified in the contractual agreement, and the technical, schedule, cost, and financial management control systems to be used to manage that performance. The content and level of detail in the "Management Plan" vary with the type of contractual agreement and the nature of the work involved; however, they must be sufficiently comprehensive to describe the planned execution, management, and results of the work. The contractor may attach existing materials (e.g., company personnel management procedures) as appropriate. The plan should include:

a. A brief consolidated executive summary permitting general management to quickly comprehend the most significant components of the plan. This summary should be sufficient to present a comprehensive overview of the project and should stress the logical interrelationships among the significant planned components.

b. A brief introduction including a background (e.g., legislative, scientific, sociological, and historical) that demonstrates the contractor's understanding of the problems, both management and technical, associated with the proposed effort.

c. An overall description of planned accomplishments including technical, schedule, cost and financial results, and how they interrelate.

d. A detailed Work Plan, which shall include an identification and schedule of major milestones and major decisions. The Work Plan shall be subdivided into work elements of sufficient detail to identify each and every essential and significant accomplishment necessary for completion of the Statement of Work. The work elements shall be arranged in a block diagram to form a Work Breakdown

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

Structure. Each work element shall be assigned a number according to a logical and comprehensive numbering system. Each work element in this Work Breakdown Structure shall be defined in a Work Breakdown Structure Dictionary. A Network Diagram such as Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) shall be used to represent the interrelationships of work elements and their relationship to the Statement of Work major accomplishments. This cost and schedule of each of these work elements must be planned for the ensuing year.

e. A description of the management systems employed to control cost and schedule performance, including a discussion of the organization components responsible for cost and schedule management, and an explanation of planning, budgeting, accounting, and analytical procedures and systems.

f. A description of the technical support systems and controls employed to enable and control the planned technical results, including systems engineering, configuration management, quality assurance, safety engineering, environmental engineering, data processing, and any other systems, as applicable.

g. A description of the administrative support systems and controls employed to facilitate execution of the contract. The description should include an overview of those systems that support general corporate efforts but which are not dedicated to specific project activities.

STATUS REPORT

The "Status Report" is the Contractor project manager's concise narrative assessment of the status of the work being performed under the contractual agreement. DOE management uses the report to monitor status and to provide early recognition of potential problem areas. The report highlights changes to objectives, changes to technical approach, task variances from baselines in excess of stipulated thresholds by reporting element, causative factors, and actions taken or proposed to resolve them, as well as factors with potential for causing significant variances in the future. Task progress may also be highlighted. The report next identifies open items requiring action by DOE or the contractor. The report also provides a summary assessment of the current situation, including a forecast of the near future and the expected impact on project accomplishment. The report may be accompanied by attachments, including funding status, funding by time period, and a cost change reconciliation.

MILESTONE SCHEDULE PLAN

The "Milestone Schedule Plan/Status Report" (DOE F 1332.3) is a dual-purpose form to be used first as a baseline plan and then as a status report (see clause entitled "Milestone Schedule Status Report"). When used as the "Milestone Schedule Plan," it establishes the Contractor's time schedule for accomplishing the planned events and milestones for each reporting category identified in the contract. It encompasses each line item or task required by the contractual agreement. Standard symbols and charting conventions described on the reverse side of the form are used to chart the intermediate events and milestones of each reporting category. A "Milestone Log," which is included as an attachment to the "Milestone Plan/Status Report," lists intermediate events and critical milestones with the element code, descriptive name of the event or milestone, and the scheduled date of completion. If both this report and a Management Plan are requested, this report should be included with the Management Plan.

COST PLAN

The "Cost Plan" (DOE F 1332.7) establishes the plan for accruing total costs for the life of the contractual agreement. The time-phased baseline plan establishes the basis for the measurement of actual cost accumulation and provides basic information for updating and forecasting budget requirements. The

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

"Cost Plan" itemizes accrued costs for prior fiscal years, the current fiscal year by month, and future fiscal years until completion of the contractual agreement. If both this report and a Management Plan are requested, this report should be included with the Management Plan.

MILESTONE SCHEDULE PLAN/STATUS REPORT

The "Milestone Schedule Plan/Status Report" (DOE F 1332.3) is a dual-purpose form. As the "Milestone Schedule Status Report," measures the completion status of activities and events shown on the baseline "Milestone Schedule Plan" and shows planned and accomplished events and milestones, and changes in schedule. It addresses each item or task required by the contractual agreement at the same level of detail as the baseline plan.

COST MANAGEMENT REPORT

The "Cost Management Report" (DOE F 1332.9) is a periodic report of the cost status of the contractual agreement to be completed with the "Cost Plan". Both DOE and Contractor management use it for monitoring, controlling, and planning allocation of dollar resources. This form contains actual cost status for the reporting and prior periods, and estimates of dollar costs for the remainder of the fiscal year and the balance of the effort.

CONFERENCE RECORD

The "Conference Record" documents for the DOE Contracting Officer's Representative (COR), DOE Contracting Officer, and the Contractor, and understanding of significant decisions, direction or redirection, or required actions resulting from meetings with DOE representatives. It is required for any meeting, conference, or phone conversation in which a decision is made that may change the schedule, labor, cost, or technical aspects of the contractual agreement or the approved baseline plans. The report shall contain the following information as applicable.

- a. Report title ("Conference Record"), number, and the date prepared.
- b. Contract title and number, and the Contractor's name and address.
- c. Date of meeting or telephone conversation, with a list of those involved and their titles.
- d. Subject(s) discussed, decisions reached, and directions given.
- e. Variances from previous directions and conclusions.
- f. Required Actions.
- g. Distribution.
- h. Signature of preparer.

HOT LINE REPORTS

a. The "Hot Line" Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; achievement or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report is submitted by the most rapid means available, usually electronic, and should confirm telephone conversations with DOE representatives. Identification as a "Hot Line Report" serves

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

notice at each link in the delivery chain that speed in handling is required. Unless otherwise agreed by the parties involved, DOE is expected to take action and respond in a similar speedy manner. The report should include:

1. Contractor's name and address;
2. Contract title and number;
3. Date;
4. Brief statement of problem or event;
5. Anticipated impacts; and
6. Corrective action taken or recommended.

b. Hot Line reports shall document the incidents listed below, in addition to those required by the Uniform Reporting System (i.e., Paragraph A above):

1. Any fatal, imminently fatal injury, accidents, or any incident involving hospitalization of five or more persons is to be immediately reported.
2. Any significant environmental permit violation is to be reported as soon as possible, but within 24 hours of incident.
3. Other incidents that have the potential for high visibility in the media are to be reported as quickly as possible, but within 24 hours.
4. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but within 24 hours of the failure.
5. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
6. Any incident which causes a significant process or hazard control system failure, or is indicative of one which may lead to any of the above defined incidents, is to be reported as soon as possible, but within 5 days.

c. The requirement to submit Hot Line Reports for the incidents identified in B.1, B.2, or B.3 is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public.

d. When an incident is reported, in accordance with b.4, b.5, or b.6, the Contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required on a schedule to be established at the time of the initial report.

e. When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first, if possible, by the ID Public Information Officer and coordinated with the COR.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

**SECTION J - ATTACHMENT B
LISTING OF KEY PERSONNEL**

TBD
TBD

SENIOR MANAGEMENT OFFICIAL
TRANSITION MANAGER

The clause entitled "Key Personnel" in Section I contains a requirement for modification to the Contracting Officer reasonably in advance of, diverting of, or substitution for the above individual(s). That period shall not be less than thirty (30) days.

**SECTION J - ATTACHMENT C
BILLING INSTRUCTIONS**

BILLING INSTRUCTIONS -- COST REIMBURSEMENT CONTRACTS

1. Introduction

These instructions are provided for use by Contractors in the preparation and submission of vouchers requesting reimbursement for work performed under cost reimbursement type contracts. Compliance with these instructions will reduce correspondence and other causes for delay to a minimum and will thus promote prompt payments to the Contractor.

2. Voucher Form

In requesting reimbursements, Contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other than Personal) (see Exhibit A), and its continuation sheet, SF 1035, supported by a Statement of Cost (see Exhibit B). An acceptable substitute (which provides the same necessary information as found in Exhibits A and B of these instructions) may be used provided the written consent of the Contracting Officer is first obtained.

3. Preparation of Standard Form 1034

a. Standard Form 1034 shall be completed in accordance with the following instructional notations (see counterpart notations on Exhibit A):

- (1) Leave Blank.
- (2) Enter voucher number (number consecutively, commencing with "I").
- (3) Enter date voucher prepared.
- (4) Enter contract number and date of contract award.
- (5) Enter Contractor's name, mailing address, and telephone number of office to which payment is to be sent. This must be the same as stipulated in the contract.
- (6) If a task order or project agreement is involved in the billing, enter the number and date thereof, otherwise leave blank.
- (7) Identify the period the billing covers (e.g., "January 19_____" or "January-March 19_____").
- (8) Payee should show here an adequate description of the articles delivered or services rendered; or if detail is shown on SF 1035, "Continuation Sheet," or on an attached Statement of Cost, please show this accordingly, such as "See attached Statement of Cost".
- (9) Enter the dollar amount of this billing. The amount claimed must agree with the amount reflected in the attached Statement of Cost (See Exhibit B).

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

(10) Enter the total amount of billing.

b. Preparation of the Statement of Cost (See Exhibit B for format)

(1) Statement of Cost shall be completed, making due allowance for the Contractor's cost accounting system.

(2) Costs claimed shall be only those recorded costs authorized for billing by the payment provisions of the contract.

(3) Indirect costs claimed shall reflect actual experience, but in no event shall exceed those approved for billing purposes by the Contracting Officer.

(4) All claimed subcontractor costs shall be supported by attaching copies of the subcontractor's invoice with the same detail as outlined herein.

(5) The certification on the Statement of Cost must be signed by a responsible official of the Contractor.

(6) Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require.

c. Submission

Submit original voucher and four copies (each supported by a copy of the Statement of Cost) to the addresses prescribed below.

Original to:

U.S. Department of Energy
Albuquerque Operations Office
ATTN: AFSC/VGST, PO Box 5239
Kirtland AFB
Albuquerque, NM 87185-5239

One copy to:

U. S. Department of Energy
Idaho Operations Office
ATTN: Michael K. Barrett, Contracting Officer
850 Energy Drive, MS 1221
Idaho Falls, Idaho 83401-1563

One copy to:

U. S. Department of Energy
Idaho Operations Office
ATTN: Julie E. Connor, Contracting Officer's Representative
850 Energy Drive, MS 1203
Idaho Falls, Idaho 83401-1563

* To be designated by separate correspondence.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

d. Billing Period

- (1) Voucher shall be submitted no more frequently than monthly.

Solicitation No. DE-RP07-99ID13727 – Through Amendment M005

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

Exhibit B
STATEMENT OF COST

Contractor: _____ Contract No: _____
 Address: _____ Voucher No: _____
 _____ Task Order No: _____
 _____ W.O. No: _____

Contract Amount (face value): _____ Amount Authorized for Expenditure (Obligated): _____

Estimated Cost \$ _____	Basic Contract	\$ _____
Fixed-Fee (if any) \$ N/A _____	All Modifications	\$ _____
Total \$ _____	Contract to Date	\$ _____
Total Fee Billed to Date \$ N/A _____		
Retainage \$ _____		
Available Fee \$ N/A _____		

	Claimed Costs	DPLH	Claimed for this Billing Period	Cumulative This Bill
Direct Labor				
Fringe Benefits @ % _____				
Overhead @ % _____				
Capital Equipment				
Other Nonexpendable Equip				
Materials & Supplies				
Travel				
Subcontract #1				
Subcontract #2				
Subcontract #3				
FCCM % _____				
Subcontract #4 (Misc.)				
Other Direct Costs				
Adjustments (Explain) _____				
Total Costs (less G&A)				
G&A @ % _____				
Total Costs				
Fee @ % N/A _____ (if any)				
Total costs and fee				
Credit (explain) _____				
Contractor's share (if any) _____				
Government's share _____				

CERTIFICATION: I certify that this invoice is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent payments made by the Contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

1.1.3 Education/Training

1. Prepare training materials and conduct training to ensure all employees are familiar with Business Management practices and procedures.
2. Ensure coordination among INEEL Employee Education, Training, Professional Development, and Academic Professional Affairs and external customers and partners.

1.1.4 Benefits See 1.1.1

1.1.5 Labor Relations

1. Continue discussions with union officials regarding key aspects of the Contract No. DE-AC07-99ID13727 Section H clause entitled WORKFORCE TRANSITION AND HUMAN RESOURCE MANAGEMENT and labor agreements.
2. Become signatory to the INEEL Site Stabilization Agreement and the Site Construction Jurisdictional Procedural Agreement.

1.1.6 Employee Concerns

1. Perform all necessary tasks to effectively and efficiently complete the transition from the incumbent contractor to manage the Ethics/Employee Concerns Program. Areas of emphasis include ES&H, personnel, property management, business management, and the base-lining of on-going concerns/issues presently in progress and future issues as transition occurs.

1.2 Business Management

1.2.1 Accounting/Program Controls

1. Establish system for unallowable cost reporting and tracking.
2. Review current contract charging practices and cost allocation systems and identifying proposed changes (including FY 2000 indirect rate change impacts) if charging practices are proposed to be implemented by the new contractor for FY 2000.
3. Monitor year-end accounting cutoffs/processes to enable successful year-end closeout after September 30, 1999.
4. Award a competitive subcontract to a financial institution for a payments-cleared financing arrangement. Work with DOE-ID to establish bank accounts.
5. Revise forms, obtain new check stock, secure new Federal/State identification numbers, procure signature plates, turn-in/reissue credit cards, update electronic and manual signature tables/authorizations, update vendor master file, etc.
6. Complete initial discussions with DOE-ID regarding plans to modify current cost allocation system if applicable.
7. Identify relocation costs of personnel including costs identified for prime contractor and subcontractor key personnel proposed for the management and operating contract for the

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

INEEL by 9/30/1999. All costs associated with the relocation of these personnel shall be charged to this contract.

8. Review program controls, prioritization, planning, and integration documentation and procedures to ensure continued implementation and improvement.

1.2.2 Contracts / Purchasing

1. Negotiate Performance Evaluation and Measurement Plan for Contract No. DE-AC07-99ID13727 as contemplated by DEAR 970.5204-54.
2. Novate existing subcontracts/purchase orders.
3. Submit complete written description of purchasing system for review and approval.

1.2.3 Information Management

1. Review and baseline incumbent contractor Y2K status, contingency plans and continuity plans to enable continued successful Y2K efforts. This includes plans for continuity of operations during the planned Christmas curtailment.
2. Baseline hardware/software assets along with site license and maintenance agreements.

1.2.4 Communications (See 1.2.5)

1.2.5 Intergovernmental Affairs

1. Conduct a one-on-one meeting with DOE Public Affairs within five working days after contract award.
2. Submit a communications plan which addresses: procedures for staffing the EOC; internal and external communication processes; signing and logos; stakeholder consent building approach; and integration of communications with day-to-day services, speech writing and policy.
3. Meet with federal, state, local and tribal officials to establish Points-of-Contact (POC) and company protocols.
4. Meet with each of the major INEEL media outlet points and deliver media interface plan with POC's identified.
5. Submit a plan for the Outreach Offices to support quarterly briefings with the appropriate federal and state legislators involved with INEEL programs.

1.2.6 Property

1. Complete a property management survey to assess current policies and procedures. Review previous property audits to ensure compliance with requirements.
2. Participate with the incumbent contractor in the inventory of all Government-owned property with the intention being the transfer to, and acceptance by, the Contractor on the

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

contract starting date. The property will include, but not be limited to, fixed plant capital, moveable capital, sensitive items, warehouse inventories, production inventories, plant spare inventories, equipment held for future projects, and administratively-controlled property.

1.3 Environment, Safety, Health and Quality Assurance

1.3.1 Environment, Safety and Health (ES&H)

1. Review all existing ES&H policies and procedures.
2. Complete transition plans and staff plans to perform M&O tasks.
3. Review all permits, documentation and impact statements.
4. Review lessons learned from environmental compliance baseline activities from 1997 to the present.
5. Review recent Notices of Violation (NOVs) and Notices of Deficiencies (NODs) along with all current consent orders.
6. Review and analyze on-going projects for conformance to specifications, data quality, operating and maintenance procedures, safety and health requirements, and regulatory limits.
7. Establish contact and rapport with local and state officials for ES&H and national agencies (e.g., OSHA and EPA) in concert with DOE-ID.
8. Review all implementation activities resulting from the TRA Accident Corrective Action Implementation Plan.
9. Participate as an observer in TRA Accident corrective action verification and validation processes during the transition period.
10. Negotiate and execute Authorization Agreements for all INEEL Hazard Category 1 and 2 facilities by September 30, 1999.
11. Participate as an observer in the initial Integrated Safety Management Phase II Verification activities taking place in September 1999.

1.3.2 Quality Assurance (QA)

1. Review the existing QA Program and all QA procedures, processes and tasks.
2. Review/Conduct quality audits, as appropriate.
3. Develop an INEEL Quality Assurance implementation plan and present it to DOE-ID prior to September 30, 1999.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

1.4 Legal

Counsel for the Contractor shall coordinate with the DOE-ID's Office of Chief Counsel on matters covered under this section and provide contract review, preparation, counseling, and finalization.

1.4.1 Litigation and Claims

The incumbent management and operating contractor will prepare and provide to the Contractor a list of all pending litigation cases (both lawsuits and administrative proceedings) and a list of all claims arising under or related to the incumbents contract with DOE, the costs of which are allowable costs under the incumbent's contract. Contractor must ensure that all matters related to such litigation and claims are accounted for in the transition. Any assignment of responsibilities for managing these matters from the incumbent to the Contractor must be documented by agreement of the parties, generally in the three-party transition agreement discussed below.

1.4.2 Three-party Transition Agreement

The Contractor shall assume lead responsibility for negotiating a three-party transfer agreement with the Contractor, DOE, and the incumbent management and operating contractor by a target date of August 1, 1999. This three-party transfer agreement is intended to facilitate the orderly transfer of management and operating responsibilities from the incumbent to the Contractor and the close-out of various activities related to the incumbent's responsibilities. It will not modify existing contracts. It will also define how the incumbent will perform its continuing obligations under its contract with DOE in coordination with the Contractor. The three-party transfer agreement is expected to be similar to those executed by the incumbent when it assumed management and operating responsibilities, and should address:

1. Post operational services of the incumbent contractor
2. Contractor's support for the incumbent contractor's closeout activities
3. Assignment of subcontracts, leases, purchase orders, permits and licenses
4. Payment and assignment of invoices, charges, credits, and rebates
5. Taxes
6. Transfer of accountable classified matter and nuclear material
7. Property inventory
8. Support for patent clearance or intellectual property matters
9. Transfer of records
10. Employee benefits and other employee matters
11. Litigation and claims (including ongoing employee actions)

1.5 Laboratory Development

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

Familiarize company management with INEEL capabilities and long range goals by understanding INEEL's historical strengths, current capabilities, ongoing programs and probable future directions. Interface with DOE, incumbent contractor, and Principal Investigators to develop this understanding. The Contractor shall ensure understanding that the INEEL will emerge as a true national laboratory during the five-year contract.

1.5.1 Strategic/Long Range Plan

1. Continue, in a more detailed manner (as was requested in the INEEL M&O RFP) assessment of current INEEL long-range plan as it stands and submit feedback on needed strengths, weaknesses and any changes needed to DOE-ID by 9/15/99.
2. Review with DOE-ID and key personnel existing strategies for enhancing INEEL's role in the four INEEL mission objectives outlined in the Long Range Plan by 7/31/99. This shall include reviewing strategies for enhancing INEEL's role and status as the EM and Environmental National Laboratory with DOE-ID, and key personnel by 7/31/99. Also, strategies dealing with increasing INEEL's role as an NE laboratory will be reviewed.

1.5.2. Technology Transfer

1. Ensure all affected parties for CRADAs, licenses, patents and copyrights are accurately addressed, modified when necessary, and assigned to the Contractor.
2. Maintain separate accounting for royalties to LMITCO and the Contractor.
3. Ensure that the Bank of Eastern Idaho (trustee) gives LMITCO its 20% of any equity for startups.

1.5.3 LDRD/University Relations

1. Review by 9/1/99 the strategies for building and refining long term, strategic partnerships with research and regional universities.
2. Review by 9/8/99 INEEL's research subcontracts then evaluate their potential to enhance INEEL's strategic research partnerships.
3. Ensure the LDRD and the Leadership forum multiyear committed research activities will be completed during the course of the contract, in accordance with DOE policies.

1.5.4 Research & Development

1. Understand by 9/15/99 the subcontract strategy and peer and merit review process of INEEL research and development.
2. Review the competitive funding calls processes and assess by 9/1/99 how to improve the quality and the number of R&D proposals submitted.
3. Evaluate by 9/1/99 INEEL research and development practices, then sustain those that produce creative ideas, teamwork, and outstanding research and development performance.

1.5.5 Work for Others General Management and Oversight Tasks

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

1. Ensure October 1, 1999 implementation of all WFO activities, projects and operations by continued discussions and interviews with all INEEL personnel (M&O contractor personnel and DOE-ID personnel) associated with WFO activities and operations
 2. Establish WFO transition logistics and communications by briefing all INEEL personnel regarding implementation, coordination and direction plans for continuing WFO activities and growing WFO by 9/15/99.
 3. Ensure all WFO activities are in full compliance with DOE-Order 481.1 and DOE Manual 481.1-1 (or updated versions).
- 1.5.6 Support for federal financial assistance (grants and cooperative agreements.)
1. Ensure all obligations are completed by 10/1/99.
- 1.5.7 Systems Engineering
1. Review and plan transition of systems engineering management plans, technical documents, infrastructure development of programs, and process definitions for INEEL.
 2. Review and plan transition of systems engineering Center of Excellence competency, development and training.
 3. Review, plan and transition INEEL systems engineering integration efforts.
- 1.6 Programs
1. Review compliance agreements, NRC Licenses, and NEPA documentation to ensure continued compliance and achievement of milestones (e.g., Settlement Agreement, FFA/CO, FFCA Site Treatment Plan, RCRA Consent Orders, HLW NON/CO, AMWTP EIS, HLW EIS, INEEL ER&WM/Programmatic SNF EIS, etc.).
 2. Review each program's life-cycle baseline, schedules, and paths to closure documentation.
 3. Review program controls, prioritization, planning, and integration documentation and procedures to ensure continued implementation and improvement.
 4. Review status of funds and priorities for all programs, including uncosted balances from FY99 and anticipated FY2000 appropriations.
 5. Continued implementation of integrated work control improvements, integrated safety management, and corrective measures associated with the TRA-648 accident.
- 1.6.1 High Level Waste
1. Review existing baseline/planning documentation to ensure readiness for FY 2000 implementation.
 2. Review HLW EIS and draft Record of Decision to ensure readiness for ROD implementation.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

3. Establish contacts and working relationships with DOE program and operations counterparts and funding organizations.

1.6.2 Spent Nuclear Fuel

1. Review existing baseline/planning documentation to ensure readiness for FY 2000 implementation.
2. Review SNF NEPA decision documentation to ensure continued compliance.
3. Establish contacts and working relationships with DOE program and operations counterparts and funding organizations.
4. Review NRC licensing documentation for dry fuel storage facilities (including Fort St. Vrain) to ensure operations continue in compliance.
5. Review implementation status of SNF QA program RW-0333P and formulate aggressive plans to reach full and verifiable implementation for spent nuclear fuel programs.

1.6.3 Waste Management

1. Review existing baseline/planning documentation and ensure readiness for FY 2000 implementation.
2. Establish contacts and working relationships with DOE program and operations counterparts and funding organizations.
3. Establish appropriate working relationship with BNFL to ensure AMWTF project success.

1.6.4 SMC

1. Review existing baseline/planning documentation to ensure readiness for FY 2000 implementation.
2. Establish contacts and working relationships with DOE program counterparts and funding organizations including U.S. Army.

1.6.5 Environmental Restoration

1. Review existing baseline/planning documentation and ensure readiness for FY 2000 implementation.
2. Establish contacts and working relationships with DOE Program counterparts, funding organizations, and regulatory agency counterparts (EPA Region 10 and IDHW/DEQ) in the tri-party Federal Facility Agreement and Consent Order (FFA/CO).

1.6.6 Reactor Operations

1. Review existing baseline/planning documentation to ensure readiness for FY 2000 implementation.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

2. Establish contacts and working relationships with DOE and other government program counterparts and funding organizations.

1.6.7 National Programs

1. Review existing baseline/planning documentation to ensure documentation is ready for FY 2000 implementation of national programs including:
 - National Analytical Management Program
 - Mixed Waste Focus Area
 - National Transportation Program
 - National Low Level Waste Program
 - Low Level Waste/Mixed Low Level Waste Center of Excellence
 - National Spent Fuel Program
2. Establish contacts and working relationships with DOE program counterparts and funding organizations.
3. Prepare for continued support and leadership in the area of local and national EM integration.

1.7 INEEL Operations

1. Prepare to assume INEEL operations such that operations are uninterrupted and continue under established practices of operational excellence with continuous improvements to ensure operations are safe, compliant with Environment, Safety and Health requirements and will ensure that INEEL compliance and program commitments are met.

1.7.1 Infrastructure

1. Review existing EM funded baseline/planning documentation to ensure readiness for FY 2000 implementation.
2. Establish contact and working relationship with DOE program and operations counterparts and funding organizations.
3. Review existing indirect funded planning documentation to ensure readiness for FY 2000 implementation.
4. Review CPP-651 seismic issue and provide necessary support to ensure continuation and completion of resolution (DNFSB finding).

1.7.2 Security

1. Review and baseline safeguards and security activities in accordance with requirements in the Site Safeguards and Security Plan (SSSP).

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT J – MODEL TRANSITION CONTRACT

1.8 Internal Control/Audit

1. Assess the adequacy of transition procedures and controls.
2. Establish initial audit policies and procedures.
3. Review and baseline audit activities and issues.

Section K – Provisions of Contract No. DE-AC07-99ID13727 (and any future modifications thereto) are hereby incorporated by reference.