SECTION C - STATEMENT OF WORK
Staff Augmentation Services **April 13, 1998**

C.1 INTRODUCTION

The primary mission of the Fernald Environmental Management Project (FEMP) is environmental restoration. In the fall of 1992, Fluor Daniel Fernald (FDF), a subsidiary of Fluor Daniel, was awarded a contract by the Department of Energy (DOE) to manage the clean-up effort at the FEMP. With DOE, FDF is committed to the safe, least-cost, earliest, final cleanup of the Fernald site within all applicable orders, regulations, and commitments, addressing stakeholder concerns.

C.2 SCOPE

C.2.1 The purpose of this Statement of Work is to establish a Basic Ordering Agreement to provide FDF with staff augmentation personnel in Professional and Support Services. The Seller understands that selection of staff augmentation personnel is at the sole discretion of FDF, that the Seller will share some portion of assignments with the other successful contractors to furnish staff augmentation personnel and that the number of personnel furnished and labor hours worked under this BOA is dependent on the relative quality of Seller's performance (Seller's ability to find, recruit and retain qualified personnel), FDF's needs and the funding available to obtain these services. Similar services may be obtained through other contractual mechanisms as deemed appropriate by FDF.

The Seller's employees include personnel engaged in a wide range of technical and administrative activities fundamental to the mission of the FEMP. Assignments categorized as exempt positions normally require the attainment of an advanced technical/business degree to include, but not limited to, scientific, business, and engineering disciplines; the ability to work independently to develop, evaluate, and apply technical/business concepts to solve complex problems. The Seller's employees are expected to exercise a high degree of initiative, judgment, and latitude in carrying out assignments.

Assignments categorized as non-exempt positions in support of FDF's professional staff normally require the attainment of a technical/trade school certificate, associates degree or equivalent experience. The scope of responsibility ranges from assignments solving generally defined technological/administrative problems to more task specific assignments in which the approach is outlined and the progress is monitored frequently by FDF personnel.

C.3 GENERAL REQUIREMENTS

The Seller shall conduct all activities associated with this BOA in strict accordance with requirements set forth below:

C.3.1 Operational Support

Performance under this BOA must be in compliance with all local, state and federal environmental laws and regulations. Such consideration should not only include relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the BOA.

C.3.1.1 The Seller is also required to comply with applicable site procedures, policies, health and safety, training, and quality assurance specification.

C.3.1.2 The Seller shall ensure that all personnel provided to work on this task have the necessary experience and qualifications as determined by FDF. The Seller shall ensure that all personnel performing work under this task are properly trained in accordance with FEMP policies and procedures. FDF will provide site specific training (see paragraph C.3.2).

NOTE: If applicable to the specific position, the candidate must possess demonstrated knowledge and ability to use Windows WordPerfect, Windows Lotus 1-2-3, and Data Entry skills. Skill levels may be determined by FDF testing at the discretion of the FDF Technical Representative. Candidate may be required to possess knowledge and ability to use other specific software packages.

C.3.1.3 Full-time subcontracted staff would be expected to work 40 hours per week. Normal FDF work hours are Monday through Friday, 7:30 am to 4:00 pm. Other combination of hours and/or days are frequently used to meet specific project needs. These needs will be identified in specific FDF Staffing Requisitions.

The FDF work week begins on a Saturday and ends on a Friday. Furthermore, a FDF work week is defined as hours worked according to their work schedule consisting of 40 hours. Some of the regular hours may be required on second or third shift or on weekends or holidays. These hours will be billed to FDF at the basic rate for that labor category. They will not be considered overtime unless the employee goes over 40 hours for the week. Hours worked beyond 40 hours per week are considered overtime for non-exempt employees and straight time for exempt employees.

FDF reserves the right to require overtime beyond the routine 40 hours, on weekends and holidays, and within DOE guidelines. All overtime shall be pre-approved in writing by FDF management.

C.3.1.4 Specific job duties, required education, experience, responsibilities, and other particulars relating to work to be performed will be set forth in individual FDF Staffing Requisitions issued against this BOA.

C.3.1.5 FDF estimates the amount of work for full-time positions will be 2080 standard hours/year less the 88 hours of FDF imposed holidays and other hours for Seller provided vacation, holidays and sick time plus the potential for extended hours beyond the 2080. However, FDF does not guarantee that any amount of work will be available.

C.3.2 Training

FDF shall provide site specific training (i.e. GET, Site Access) as applicable. Additionally, all ongoing training for the Seller's employees directly supporting this BOA will be scheduled through the FDF Training Coordinator.

C.3.3 Office Space

The Seller is not required to provide office space for its employees working under this BOA.

C.3.4 Confidentiality

All information pertaining to software development, sampling and analysis and to specific data, must be kept confidential. Discussion of this information with a third party is strictly prohibited.

Seller's employee(s) selected to directly support this BOA shall be required to read and agree to FDF's Business Ethics and Conduct Policy/Procedure and forward a signed FDF Certificate and Disclosure Statement to the FDF Technical Representative (sample included in Section J, Attachment VI).

C.3.5 FDF Pre-Screening Requirements:

FDF pre-screening requirements, listed below, shall be coordinated and scheduled by the FDF Technical Representative. These requirements shall be completed prior to the job assignment, if applicable. If the Seller's candidate does not complete and/or fails these requirements, FDF is not obligated to reimburse Seller's cost for hours expended.

1. Drug screen;

2. Medical assessment and/or physical examination;

3. Security background check (if appropriate);

4. Any performance measurement specified in the FDF Staffing Requisition.

C.3.6 Process for Populating this Agreement:

(a) FDF shall identify a need for a staff augmentation person(s) by transmitting a copy of a FDF Staffing Requisition to selected Seller(s). A specific time limit for submitting proposed personnel shall be identified on the FDF Staffing Requisition, (hereinafter referred to as the "open requisition period") . FDF may limit the number of resumes to be submitted during the open requisition period. FDF may/may not select the successful candidates) from among those submitted depending upon the quality of candidates submitted within the open requisition period. When a candidate is not selected within the open requisition period, FDF may choose to reopen or cancel the requirement. All Sellers that submit candidates will be advised when the requirements) is/are filled or withdrawn.

(b) The Seller shall submit current resumes of prospective contract personnel to the FDF Technical Representative along with the Resume Cover Sheet" (see paragraph C.3.7) and a statement indicating a proposed hourly direct labor rate (standard and overtime) . The proposed direct labor rate shall be subject to approval by the FDF Contract Administrator. The Seller understands and agrees that any initial direct labor rate approved by FDF shall be the minimum rate actually paid to the employee. FDF will have the right to interview the proposed personnel. FDF shall be under no obligation to accept any of the proposed personnel and may reject any or all at FDF's sole discretion. Staff augmentation personnel shall begin work under this BOA only after written approval to do so is received from the FDF Contract Administrator or the FDF Technical Representative.

C.3.7 Resume Screening:

The Seller is required to pre-screen each resume and attach a single page summary sheet in a format determined by FDF to the resume outlining work experience and skills relevant to the skill set defined on the FDF Staffing Requisition (FSR). (See Section J, Attachment III - Resume Cover sheet - This format is subject to change). Resumes and summary sheets should be electronically transmitted to the FDF Technical Representative.

C.3.8 Duplicate Resumes:

If the same candidate is proposed by two or more successful Sellers and is the candidate selected by FDF for the requirement, then the Seller whose offer results in the lowest combined hourly rate (direct labor rate + DLM) will be the Seller awarded placement of that candidate, provided the direct labor rate is acceptable to FDF.

C.3.9 Task and Personnel Assignments:

Staff augmentation personnel services provided hereunder may be utilized by several FDF Divisions for support on FDF technical and administrative projects. Exchange of Seller personnel between these organizations, initial task assignments, and reassignment of efforts will be governed by FDF's program needs. The Seller will manage its work force to best satisfy these needs. This endeavor will require a close working relationship between FDF Contracts Administrator, the FDF Technical Representative and the Seller's Program Manager.

C.3.10 Foreign Nationals:

The DOE must approve FDF site access for all foreign nationals. Maximum initial access approval is two years. This approval generally takes 6-8 weeks for non-sensitive countries; countries that fall in the sensitive category may take longer.

Extensions of foreign nationals must be submitted at least 130 days prior to expiration and processed through DOE-Headquarters. The maximum amount of time for an extension is two years.

NOTE: There is no guarantee that assignment requests or extension requests will be approved.

C.3.11 Benefit Package:

At a minimum, Sellers shall offer ALL staff augmentation personnel under this BOA basic medical group health insurance with competitive employee contributions for self, family, and/or dependent(s). An employee assistance program should be offered either within the health plan as a separate program to provide at least substance abuse and related counseling.

The benefit package will also provide for at least six paid holidays and provision for paid vacation and sick leave.

NOTE: The benefit package offered by the Seller in their final proposal is hereby incorporated by reference into this BOA.

C.4 LABOR REQUIREMENTS

The Seller may be required to supply personnel in any labor category utilized at the FEMP. Table 1 lists labor categories and number of contract staff augmentation personnel in each of these labor categories **currently** at the FEMP; additional labor categories may be required.

C.5 GOVERNMENT PROPERTY

FDF shall provide on an as needed basis the following types of equipment, as required to perform the functions required under this Statement of Work. Equipment may include, but is not limited to: computers, communications equipment. Unique equipment will be specifically identified by letter from the Contract Administrator. All equipment is Government Property and will be maintained and tracked by FDF. The Seller is responsible for the acts of its employees that cause losses to FDF or the Government that result in damage, loss, or misuse of this property.

C.6 CONTRACT ADMINISTRATION AND REPORTING

C.6.1 Program Manager:

The Seller shall provide a Program Manager in support of this BOA at no direct cost to FDF who will interact with appropriate FDF staff to provide a single point of contact for management of the Seller's work force. The Program Manager or his/her immediate supervisor shall be available for face to face meetings within 24 hours notice.

C.6.2 Electronic Commerce:

The Seller shall communicate with FDF systems via electronic mail to provide such contractor/staff augmentation data as required under this BOA which FDF deems to be applicable. The Seller shall meet the following near-term requirements to enable it to participate in electronic commerce with FDF:

1) Access to the Internet
2) PC running Windows (a minimum of version 3.1)
3) Willingness to put data in the format requested by FDF
4) WordPerfect 8 or higher

C.7 QUALITY

C.7.1 Supplier Quality Program:

FDF is in the process of implementing a Supplier Quality Program. When this program is in place, the Seller's performance under this BOA shall be evaluated under this program, and the Seller shall comply with any requirements of this program.

C.7.2 Performance Measurements:

The exercise of option years will consider the Seller's record of performance on the criteria listed below:

Volume;
Turnover;
Quality of Personnel;
Responsiveness of Program Manager

The criteria will be evaluated every two years beginning eighteen (18) months after the BOA effective date. The result of the evaluation will be provided to the Seller. Within 30 days of the receipt of the evaluation, the Seller may provide information to refute the evaluation findings.

The Seller shall provide corrective action if applicable within 60 days of the receipt of the evaluation.

FDF reserves the right to change the above criteria. FDF shall notify the Seller of changes to the above criteria prior to the beginning of the performance period for which the Seller is being evaluated.

Not withstanding this provision, FDF retains the sole discretion to exercise options under this BOA.

C.8 SOCIOECONOMIC GOALS

FDF reserves the right to set aside requirements from time to time as deemed appropriate by the FDF Contract Administrator to promote its socioeconomic objectives. Such requirement will be communicated only to the successful Sellers having the appropriate socioeconomic designator (i.e., small business(es), small disadvantaged/woman-owned business(es) and/or 8(a) business(es)).

TABLE 1
CURRENT CONTRACT EMPLOYEES

LABOR CATEGORY	NUMBER OF CONTRACT EMPLOYEES
ADMINISTRATIVE ASSISTANT	9
ANALYTICAL CHEMIST III	2
DEPT ADMINISTRATOR I	1
ENGINEER I	4
ENGINEERING AIDE I	1
ENGINEERING AIDE II	2
ENGINEERING AIDE III	1
ENVIRONMENTAL WASTE ENGR/SPEC III	1
ENVIRONMENTAL/LAB SCIENTIST I	1
ENVIRONMENTAL/LAB SCIENTIST III	4
ENVIRONMENTAL/LAB TECHNICIAN I	2
ENVIRONMENTAL/LAB TECHNICIAN II	5
ENVIRONMENTAL/LAB TECHNICIAN III	1
HEALTH PHYSICIST III	1
HEALTH PHYSICS TECH III	2
HUMAN RESOURCES SPEC III	2
INFO MGMT ANALYST/SPEC I	2
INFO MGMT ANALYST/SPEC III	1
INFORMATION MGMT TECH III	3
INFO/RECORDS SPEC I	2
INFO/RECORDS SPEC II	10
INFO/RECORDS SPEC III	4
INVENTORY/SUPPLY ANALYST I	1
PRINCIPAL ENGINEER	1

PRINCIPAL PROJECT ENGINEER	1
PRINCIPAL TECH/PROGRAM SPECIALIST	2
PROJECT CONTROLS ASSOCIATE II	2
PROJECT MGR I	1
SAFETY ENGINEER/SPECIALIST III	2
SENIOR AUDITOR	1
SENIOR DRAFTER	1
SENIOR ENGINEER	8
SENIOR ENVIRONMENTAL WASTE ENGINEER/SPECIALIST	1
SENIOR ENVIRONMENTAL/LAB SCIENTIST	4
SENIOR HEALTH PHYSICIST	2
SENIOR INDUSTRIAL HYGIENE TECH	1
SENIOR INFO MGMT ANALYST/SPEC	5
SENIOR INFO/RECORDS SPEC	1
SENIOR TRAINING SPEC	2
TECH WRITER/EDITOR II	2
TECH WRITER/EDITOR III	5
TRAINING SPEC III	2

(End of Section)