

NOT SPECIFIED /OTHER

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 77	
2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM000023				3. EFFECTIVE DATE 02/16/2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 09EM000164	
5. ISSUED BY		CODE 03003		6. ADMINISTERED BY (if other than Item 5)		CODE 03003	
EMCBC - CARLSBAD US DEPARTMENT OF ENERGY CARLSBAD PROJECT OFFICE PO BOX 3090 CARLSBAD NM 88221				EMCBC - CARLSBAD US DEPARTMENT OF ENERGY CARLSBAD PROJECT OFFICE PO BOX 3090 CARLSBAD NM 88221			

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
MA-CHIS LOWER CREEK INDIAN TRIBE ENTERPRISES ATTN ROBERT RICHARDSON 10893 WEST STATE HWY 52 P O BOX 306 SAMSON AL 364775793		9. DISCOUNT FOR PROMPT PAYMENT NET 30	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	

CODE 360613710		FACILITY CODE	
11. SHIP TO/MARK FOR		CODE 03003	
EMCBC - CARLSBAD US DEPARTMENT OF ENERGY CARLSBAD PROJECT OFFICE PO BOX 3090 CARLSBAD NM 88221		12. PAYMENT WILL BE MADE BY	
		CODE 00502	
		OR FOR OAK RIDGEOSTI US DEPARTMENT OF ENERGY OAK RIDGE OFFICE OAK RIDGE FINANCIAL SERVICE CENTER PO BOX 6017 OAK RIDGE TN 37831	

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. 253 (c) (5)		14. ACCOUNTING AND APPROPRIATION DATA	
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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					\$1,110,000.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	8
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	1	X	J	LIST OF ATTACHMENTS	29
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	1		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	5	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	17	M	EVALUATION FACTORS FOR AWARD		

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer 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 condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Newayne Pearson, Director South ATL Reg		20A. NAME OF CONTRACTING OFFICER Arthur L. Welton	
19B. NAME OF CONTRACTOR Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"		20B. UNITED STATES OF AMERICA Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	
19C. DATE SIGNED 2-10-09		20C. DATE SIGNED 2/10/09	

NSN 7540-01-152-8069
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 28 (Rev. 4-83)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0000023

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NAME OF OFFEROR OR CONTRACTOR

MA-CHIS LOWER CREEK INDIAN TRIBE ENTERPRISES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Tax ID Number: 20-2786262 DUNS Number: 360613710 Services to monitor transportation of tranuranic waste for WIPP Subj to Retent: NO Fund: 01250 Appr Year: 2009 Allottee: 33 Report Entity: 490801 Object Class: 25200 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 02/16/2009 to 02/15/2010 To acquire management and operations services for the Department of Energy Carlsbad Field Office Transportation Tracking and Communication (TRANSCOM) Communications Center Support to include all aspects of unclassified high visibility shipment tracking and operations. Obligated Amount: \$1,110,000.00				1,110,000.00

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES

Base Period: One year period of performance starting January 16, 2009 and ending January 15, 2010.

Phase In:

CLIN	SERVICE	QTY	UNIT	FUNDED AMOUNT
0001	Phase In will begin on date of award. Exact time for Phase-In will be negotiated prior to award.	1	lump sum	\$ <u>Not Separately Priced</u>
	The Phase In cost must be equally divided during the Base Period in the Project Management line item.			

Performance Requirements:

Line items 0002A, 0003 and 0006 are to be performed on a firm fixed-price basis. Line item 0003 will be performed on a requirements basis. Line item 0002D, 0004, 0005, and 0007 will be performed on a Labor Hour and materials basis and line item 0002B and 0002C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN	SERVICE
0002	Project Management and Administrative Services In accordance with Section C, 6.0 and 6.2 – 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cybersecurity, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0002A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 – 6.6 excluding travel	12	Month	Exemption 4	Exemption 4
0002B	Travel in support of Project Management and Administrative Services	1	Lump Sum	Exemption 4	Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
0002C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>	<u>Composite Labor Rate</u>	<u>Total Price</u>
0002D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4	Exemption 4	Exemption 4

CLIN	SERVICE	QTY	UNIT	PRICE	TOTAL AMOUNT
0003	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum	Exemption 4	

NOTE: Line item 0003 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
0004	Major TRANSCOM System Upgrades Pre-priced labor rates	Celling \$250,000
	Major TRANSCOM System Upgrades Pre-priced labor rates	
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
0005	Materials applicable to System Upgrades.	
0006	Firm Fixed Price System Upgrades	
0007	Other Task Orders	

NOTE: Task Orders under line items 0004, 0005, 0006, and 0007 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 1: One year period of performance starting January 16, 2010 and ending January 15, 2011 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 1001A, 1002 and 1005 are to be performed on a firm fixed-price basis. Line item 1002 will be performed on a requirements basis. Line item 1001D, 1003, 1004, and 1006 will be performed on a Labor Hours and materials basis and 1001B and 1001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN SERVICE
1001 Project Management and Administrative Services
In accordance with Section C, 6.0 and 6.2 - 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
1001B	Travel in support of Project Management and Administrative Services	1	Lump Sum	Exemption 4	Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
1001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Composite Labor Rate</u>
1001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4		Exemption 4
				<u>Total Price</u>
				Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1002	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 1002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
1003	Major TRANSCOM System Upgrades Pre-priced labor rates	Celling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4
1004	Materials applicable to System Upgrades.	
1005	Firm Fixed Price Systems Upgrades	
1006	Other Task Orders	

NOTE: Task Orders under line items 1003, 1004, 1005 and 1006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 2: One year period of performance starting January 16, 2011 and ending January 15, 2012 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 2001A, 2002 and 2005 are to be performed on a firm fixed-price basis. Line item 2002 will be performed on a requirements basis. Line item 2001D, 2003, 2004, and 2006 will be performed on a Labor Hours and materials basis and line item 2001B and 2001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel

CLIN SERVICE
2001 Project Management and Administrative Services
In accordance with Section C, 6.0 and 6.2 - 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
2001B	Travel in support of Project Management and Administrative Services	1	Lump Sum		Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
2001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Composite Labor Rate</u>
2001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4		Exemption 4
				<u>Total Price</u>
				Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2002	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 2002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
2003	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4

2004 Materials applicable to System Upgrades.

2005 Firm Fixed Price Systems Upgrades

2006 Other Task Orders

NOTE: Task Orders under line items 2003, 2004, 2005, and 2006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 3: One year period of performance starting January 16, 2012 and ending January 15, 2013 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 3001A, 3002 and 3005 are to be performed on a firm fixed-price basis. Line item 3002 will be performed on a requirements basis. Line item 3001D, 3003, 3004 and 3006 will be performed on a Labor Hours and materials basis and line item 3001B and 3001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN SERVICE
3001 Project Management and Administrative Services
In accordance with Section C, 6.0 and 6.2 - 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
3001B	Travel in support of Project Management and Administrative Services	1	Lump Sum		Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
3001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Composite Labor Rate</u>
3001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4		Exemption 4
			<u>Total Price</u>	Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3002	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 3002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
3003	Major TRANSCOM System Upgrades Pre-priced labor rates	Celling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4

3004 Materials applicable to System Upgrades.

3005 Firm Fixed Price Systems Upgrades

3006 Other Task Orders

NOTE: Task Orders under line items 3003, 3004, 3005, and 3006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 4: One year period of performance starting January 16, 2013 and ending January 15, 2014 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 4001A, 4002 and 4005 are to be performed on a firm fixed-price basis. Line item 4002 will be performed on a requirements basis. Line item 4001D 4003, 4004 and 4006 will be performed on a Labor Hours and materials basis and line item 4001B and 4001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN SERVICE

4001 Project Management and Administrative Services
In accordance with Section C, 5.2 - 5.5 and 6.0

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
4001B	Travel in support of Project Management and Administrative Services	1	Lump Sum		

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
4001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 15,723.91

CLIN	SERVICE	Total Labor Hours	Composite Labor Rate	Total Price
4001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate"	Exemption 4	Exemption 4	Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4002	Monitoring Services In accordance with Section C, 5.1,	1	Lump Sum		Exemption 4

NOTE: Line item 3002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
4003	Major TRANSCOM System Upgrades Pre-priced labor rates	Celling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4
4004	Materials applicable to System Upgrades.	
4005	Firm Fixed Price Systems Upgrades	
4006	Other Task Orders	

NOTE: Task Orders under line items 4003, 4004, 4005 and 4006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

**PART 1-THE SCHEDULE
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF STATEMENT OF WORK
DE-EM000G023**

C001 STATEMENT OF WORK

The statement of work for this contract is at Attachment A.

**PART 1- THE SCHEDULE
SECTION D - PACKAGING AND MARKING
DE-EM000023**

DOOL MARKING

(a) Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (4) If the delivery is source code or modifications to source code, the document should cite the appropriate revision number of the source code.

(b) Failure to mark any deliverable may be reason to submit lower ratings on past performance evaluation performed in accordance with H023 entitled "Past Performance Evaluation."

**PART I - THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE
DE-EM000023**

E001 CLAUSES INCORPORATED BY REFERENCE:

The following clauses are incorporated into this contract by reference and have the same force and effect as if they were incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-07 INSPECTION OF SERVICES - COST REIMBURSEMENT (APRIL 1984)
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E002 INSPECTION AND ACCEPTANCE

- (a) Inspection of all items and or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.
- (b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

**PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA
DE-EM0000023**

F001 CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)

F002 PERIOD OF PERFORMANCE (FEB 2005)

The period of performance for the effort required under this contract is a five year contract if the DOE exercises all options from 1/16/2009 through 1/15/2014.

F003 DELIVERABLES

The tables in this portion identify the documentation and reports required as part of this contract. Defined in Table F-1 are the deliverables required as part of Project Management and Administrative Services (base award). The deliverables required for Task Order services are identified in Table F-2.

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA
DE-EM000023

Table F-1. Documentation and Reporting Requirements as part of Base Services

Category	Document	Delivery Time/Frequency
General Management	Program Plan	Submit within 180 days of the contract award / updated as needed
	Milestone Schedule/Status	Submit within 60 days of the contract award / updated Monthly
	Program Status report	Submit within 90 days of the contract award / updated Quarterly
Operations	TCC Operations Manual	Submit within 30 days of contract award / updated as needed
	TRANSCOM Security Plan	Submit within 30 days of contract award / updated as needed
	TRANSCOM Contingency Plan	Submit within 30 days of contract award / updated as needed
Technical	Software/hardware Management Report	Submit within 180 days of the contract award / updated every six months
	Configuration Management Plan	Submit within 90 days of the contract award / updated as needed
Customer Service	Annual Customer Survey and Results Report	November 30 / Annual

Table F-2. Documentation and Reporting Requirements as related to Task Order Services

Category	Document	Delivery Time/Frequency
Schedule/ Cost	System Development Scope Estimate	As defined in Task Order
	Cost Management Report	Submitted quarterly, for open task orders, or as defined in Task Order
Technical	Software/hardware Lifecycle Plan	As defined in Task Order
	System Requirements Document	As defined in Task Order
	System Configuration Description	As defined in Task Order
	System Functionality Test Plan	As defined in Task Order
	System Quality Assurance Plan	As defined in Task Order
	System Development Plan	As defined in Task Order
	Testing and Validation Plan	As defined in Task Order
	Test Report	As defined in Task Order
System Source Code	As defined in Task Order	

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G001 CORRESPONDENCE PROCEDURES

- (a) In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:
- (b) Technical Correspondence: Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Contracting Officer's Representation (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

Government Program Manager, COR or other duly authorized Government representative:

Steve Casey
Phone: 575-234-7643
Fax: 505-234-7061
Email: steve.casey@wipp.ws

Address: Department of Energy
Carlsbad Field Office (CBFO)
P.O. Box 3090
Carlsbad, NM 88221

- (c) Other Correspondence: Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contracting Officer as the focal point of contact. The Contracting Officer's name, address, phone number, fax number, and email address is as follows:

Arthur L. Welton
Phone: 505-234-7461
Fax: 505-234-7019
Email: art.welton@wipp.ws

Address: Department of Energy
Carlsbad Field Office (CBFO)
P.O. Box 3090
Carlsbad, NM 88221

G002 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005)

- (a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor:
- (b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allow vendors to check the payment status

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of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

- (c) Each invoice shall include the following:
- (1) contract number;
 - (2) contractor name;
 - (3) date of invoice;
 - (4) invoice number;
 - (5) total amount of invoice;
 - (6) period covered or items delivered; and
 - (7) cumulative amount invoiced to date.
- (d) Delivery Payments. Payments made under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."
- (e) Approval of Invoices. The contractor will be paid after approval by the DOE Approving Official.

G003 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES

- (a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.
- (b) The Contracting Officer's Representative(s) (COR) for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s): COR: Steve Casey

G004 TIME AND MATERIALS BILLING

- (a) The contractor must provide have a cost accounting system to track labor hours used when performing under a time and materials work request. The negotiated labor rates shall include the wage rate, fringe, overhead, G&A and profit. The DOE shall only be billed for the actual negotiated labor rated performed. The cost accounting report shall be delivered citing the number of hours performed, the contract line item number used and the work request title and description.
- (b) The labor rates above shall include direct labor rates and fringe benefits at or above the Service Contract Act wage determination plus overhead, general and administrative expenses and profit. The labor rates for the above classifications are provided in the wage determination located in Section J of the solicitation. The Service Contract Wage Determination

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shall be updated for each contract option year. The Contractor shall advise the Contracting Officer if the wage determination is not updated within 30 days of the option period.

- (c) Material costs shall be billed at cost incurred as evidenced by a vendor/supplier billing for determination of fair and reasonableness of price. Documentation shall be provided with each invoice. These documents shall be maintained by the contract until contract close out and this information is subject to audit. There will be no materials handling costs or any other sort of overhead or profit associated with material payments.

G005 MONITORING SERVICES

The Contractor shall bill twice a month using the firm fixed price from the prior billing period's average shipments per month. Included in the invoice will be documentation supporting the average shipments for the prior billing month. The base lump sum amount is the firm fixed price of 101 - 260 shipments per month for the total base period or option period, as applicable. The Government shall fund in excess of this amount for future periods if the amount is expected to exceed 260 shipments. The Contractor shall comply with SCR H027, entitled "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements. The Contractor is not expected to perform without fully funding the base lump sum amount additional amounts and shall comply with SCR H027 to perform in excess of this base amount.

G006 TRAVEL

Travel will not be paid if insufficient funds are not obligated on contract. The Contractor shall comply with FAR clause 52.232-22 entitled "Limitation of Funds" clause and advise the Government if sufficient funding is not obligated to perform the requirement on the applicable line item. All invoices will have supporting data and air travel is preferred to minimize the stay. If road travel is required, the Contractor shall provide a written justification that the road travel is beneficial to the Government by minimizing cost and meeting the travel requirement. Failure to provide reasonable justification may make the expense unallowable.

FUNDING

CLIN		
0002A	01250 2009 33 490801 25200 1110957 0000443 0000000 0000000	Exemption 4
0002B	01250 2009 33 490801 25200 1110957 0000443 0000000 0000000	Exemption 4
0002C	01250 2009 33 490801 25200 1110957 0000443 0000000 0000000	Exemption 4
0002D	01250 2009 33 490801 25200 1110957 0000443 0000000 0000000	Exemption 4
0003	01250 2009 33 490801 25200 1110957 0000443 0000000 0000000	Exemption 4
		1,110,000.00

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H001 Commercial Subcontracting (Private/Government)

- a. This TranCom TRANSCOM contract services is for DOE use only. Any use of labor, space or equipment for commercial purposes shall be approved by the DOE Contracting Officer and the use of Government Property for commercial purposes shall comply with FAR 52.245-1, Alternate 1." The lower tier subcontracts shall be for commercial use in subcontracts with either government agencies or commercial businesses. Utilization of the space, Government Property, equipment or labor for commercial purposes shall be in accordance with the following conditions:
- (1) The Contractor shall submit for approval their overall plan for commercial subcontracts with private and other government agencies within 15 business days after request from a private company or other government agency. Such plan shall include a discussion of reasons why or why not the request can be fulfilled and information on the government property management controls required in accordance with FAR 52.245-1, Alternate 1. Subcontractor's plan shall also discuss segregation and control of data from affecting the DOE TRANSCOM database. The costs to perform must be segregated from the costs of DOE work.
 - (2) Contractor shall obtain the Contracting Officer's written approval prior to entering into any commercial subcontract and obtain the Contracting Officer approval for the use of Government Property prior to giving subcontract approval. The Contractor's request for approval shall include the name of the proposed lower-tier subcontractor, a description of the services to be performed, the period of performance, and the subcontract value. It shall also document a fair commercial fee paid to the Government for the use of the Government Property, materials, labor usage, and facility space.
 - (3) The Contractor shall be solely responsible for any uncollectible receivables resulting from its commercial subcontracting efforts. At no time shall the DOE be responsible for uncollectible receivables resulting from subcontractor's commercial subcontracting activities.
 - (4) The Contractor shall be solely responsible and liable for loss or damage to government property as a result of use in commercial subcontracts.
 - (5) The Contractor shall segregate and separately control any equipment provided by other entities for commercial subcontracts.
 - (6) The Contractor shall segregate and separately control all costs for commercial subcontracting incurred through allocation of costs or verification of direct costs as incurred.
 - (7) The Contractor shall ensure that there is always proper segregation and control of data records processed under this subcontract from any commercial subcontract data records.
 - (8) In the performance of this contract, the Contractor is required to provide all other equipment and facilities to perform the scope of

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work not included in the Government Property list. In the event that the Contractor determines commercial subcontracting requires additional government facility space and it becomes available for performance of this contract, the DOE will be entitled to a rental fee for use of the additional space. Contractor owned equipment, space and labor costs not included in the in the negotiated cost of this contract are not subject to this clause.

- (9) The price reduction shall be for labor, materials, equipment and facility space used on commercial contracts. This credit shall be burdened with all elements (i.e. rent, utilities, maintenance, security, etc.) comprising the original prices, including overhead G&A and profit. The price reduction shall be made unilaterally by the Government against the appropriate Program Management line item or against another line as mutually agreed to by the parties.
- (10) The Contractor shall also provide to the Contracting Officer on a quarterly basis a report of actual costs incurred for commercial subcontracts to allow the DOE to review the actual costs against the agreed-upon price reduction. In the event the actual costs are higher than the original price elements, the DOE reserves its right to renegotiate the fee paid to the Government.
- (11) The Contractor shall submit to the Contracting Officer on an annual basis a spreadsheet of every invoice for commercial subcontracts performed during that specific fiscal year to include the name of the entity contracted with, a description of the services performed, the period of performance, hours used in labor and equipment (i.e. allocated or direct), space utilized, and the contract value. The Government reserves its right to review source documents.
- (12) Within the order of precedence for contract clauses, in the event of a conflict between this clause and any other clause, this clause shall have precedence.

H002 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website are hereby incorporated by reference.

H003 ACCESS TO DOE-OWNED OR LEASED FACILITIES

- a. The performance of this contract require that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is suspected of being, a terrorist;

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- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

b. The Contractor shall assure:

- (1) In initiating the process for gaining physical access,
 - i. compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE,
 - ii. that the employee properly completes any forms, and
 - iii. that the employee(s) submits the forms to the person designated by the Contracting Officer.
- (2) In completing the process for gaining physical access, that its employee
 - i. cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and
 - ii. provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the contractor's employee(s), upon
 - (1) the termination of this Contract;
 - (2) the expiration of this Contract;
 - (3) the termination of employment on this Contract by an individual employee; or
 - (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

H004 CONTRACTOR'S PROGRAM MANAGER

- (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 provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative

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support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

- (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.

H005 OBSERVANCE OF NATIONAL HOLIDAYS

(a) The Government observes the following days as national holidays:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veteran's Day
- (9) Thanksgiving Day
- (10) Christmas Day

Additionally, the Government will observe any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

Applies to Firm-Fixed-Price CLIN(s) only.

H006 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to Carlsbad Field Office, P.O. Box 3090, Carlsbad, New Mexico, 88221. All proposed releases should conform to the requirements of DOE pertaining to the public release of information.

H007 KEY PERSONNEL

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

<u>NAME</u>	<u>TITLE</u>
Exemption 6	Manager
Exemption 6	IT Lead
Exemption 6	Operations Lead

Key Personnel are dedicated full-time to this contract.

- (b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

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H008 GOVERNMENT-FURNISHED FACILITIES AND SERVICES

- (a) During contracting performance, the Government will furnish the Contractor office space for approximately six individuals on an as-required basis. Additional office space may be provided by the Government as the DOE project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.
- (b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems shall be furnished by the Government on an as-required basis. The Government shall also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H009 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS)

- (a) In accordance with FAR clause 52.245-5, "Government Property Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts", as modified by DEAR 952-245-5, the property listed in the Government-Furnished Property, Attachment C, is provided for use in the performance of this contract.
- (b) Reporting Requirements.
 - 1. The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.
 - 2. The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.
- (c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$3,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

Applies to Time-and-Materials CLIN(s) only.

H010 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

- (a) The contractor is required to comply with the following in accordance with DOE 0 221.2, Reporting Fraud, Waste, and Abuse to the Office of Inspector General:
 - (1) Notify their 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 appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged

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- wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.
- (2) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
 - (3) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.
 - (4) Report to the QIG OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or
 - (5) Mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.
- (b) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.
- (c) The DOE IG hotline telephone number is 202/586-4073.

H011 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES)

- (a) In performance of the work, the Contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all necessary and reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The Contractor shall participate in all emergency response drills and exercises.
- (b) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR) named in Part I, Section G of the contract. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the COR.
- (c) The Contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the Contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements in the areas of environment, health, and safety required by the local State. The plan shall also include information on the Contractor's responsibility for providing treatment for employees who become ill or are injured in DOE facilities. A copy of the plan shall be provided to the COR within 30 days of the start of work. If the Contractor has a corporate or company-wide ES&H Plan, that plan may be submitted to satisfy the requirement of this clause. At a minimum, the Plan shall address the following elements:
 - (1) Organizational Structure
 - (2) Key personnel and Responsibilities for Safety
 - (3) Safety Training and/or Meetings
 - (4) Safety Inspections and Record Keeping
 - (5) Accident Reporting and Investigation

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(6) Emergency Procedures, Telephone Numbers, and Points of Contact

- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms and conditions of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.
- (e) In the event the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

H012 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

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.

H013 CONTRACTOR IDENTIFICATION SPECIFICATIONS

- (a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.
- (b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

H014 REQUIRED ESCORT-LACK OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE

Until the Contractor receives a Government-issued FOCI clearance, all Contractor personnel may be required be escorted at all times within the DOE complex by an individual designated by the COR.

H015 WAGE DETERMINATION RATES

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination included under Attachment B to this contract which will be updated at the time of any option exercise. If this has not been done, the Contractor shall notify the Contracting Officer."

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H016 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H017 FOREIGN NATIONAL ACCESS TO DOE FACILITIES

DOE Order 142.3 entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference. A foreign national is defined as "an alien. For the purposes of DOE Order 142.3 or its associated Contractor Requirements Document, an alien is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law." The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

H018 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H019 PRECIOUS METALS INVENTORY

On an annual basis, Contractors generating inventory containing precious metals shall identify, inventory, and report such items to the Contracting Officer in accordance with DEAR 945.607-2.

H020 VIOLENCE IN THE WORKPLACE

- (a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any DOE facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.
- (b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 9-911.

H021 CONTRACTOR REQUIREMENTS DOCUMENT (CRD), DOE O 205.1A, Department of Energy Cyber Security Management Program

Regardless of the performer of the work, the contractor is responsible for compliance with the provisions and requirements of this CRD and flowing down CRD requirements to subcontractors at any tier to ensure the contractor's compliance with these provisions and requirements. As directed by the contracting officer, the contractor must meet the following requirements. The contractor must implement and comply with the applicable WIPP Network Program Cyber Security Plan (PCSP) as provided by DOE Management, for all cyber security activities involving unclassified or

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national security information systems; compliance with the PCSP is monitored by DOE Management."

H022 OPTION TASK ORDER REQUIREMENTS

- (a) TRANSCOM System upgrades will be planned, defined, and documented in a System Development Scope Estimate and Proposal. Based upon the complexity and risk of the upgrade, the Contractor shall request a task order that is most appropriate to the defined scope, as determined by using paragraphs (c) and (d) below. Task orders are not included under the "Project Management and Administrative Services" line items.
- (b) TRANSCOM Documentation and reports required for Task Order services are identified in Table F-2. The Contractor shall request a task order that is most appropriate to the defined scope, as determined by using paragraphs (c) and (d) below. Task order services for documentation and reports are not included under the "Project Management and Administrative Services" line items.
- (c) DOE's preference is to award firm fixed price task orders under line items 0006, 1005, 2005, 3005, 4005, 0007, 1006, 2006, 3006 and 4006. The Contractor must justify why the requirement can not be performed using a firm fixed price, and the only acceptable reason is the risk of performance is too high to propose a reasonable price. Under a firm fixed price task order, the risk of performance is the Contractor responsibility and all deliverables must be performed within the negotiated period of performance. The negotiated labor rates under 0004, 1003, 2003 and 4003 will be proposed to determine a technically acceptable number of labor hours to perform the work and the materials required will be proposed to complete the task order. The DOE has the unilateral right to issue an option completion task order if it accepts the proposal or can issue a work request with a ceiling price and negotiate the effort within 15 business days. The Government reserves its right to change the ceiling price to a firm fixed price task order if the Contractor fails to negotiate in good faith within these 15 business days. The Contractor may challenge the firm fixed price in accordance with the SCR H024, entitled "Alternate Disputes Resolution Clause." The DOE reserves its right to negotiate a completion task during negotiations of the proposal, and the Contractor shall provide a revised proposal based upon the agreed upon price to be referenced in the option task order.
- (d) If a time and materials work request is required, the contractor shall bill in accordance with Section G, clause G004, entitled, "Time and Materials Billing" for time and materials work requests. The Contractor shall only propose the negotiated Labor Hour rates included under line items 0004, 1003, 2003, 3003, and 4003 for such work requests, and Materials under line items 0005, 1004, 2004, 3004, and 4004.
- (e) The amount listed as the "Ceiling" for the option line items are "not to exceed" amounts and have nothing to do with authorized work. Any amount not used in one contract period shall roll over to the next period. The Contractor at the end of a contract period will provide the cumulative amount for the contract period and the total amount used to date. There is no guarantee that the ceiling price of the line item this amount will be used. The amount provided is shown as a lump sum, however, this does not mean that the contractor will be paid a lump sum. Only the ceiling price or firm fixed price issued with a work request or task order allows the

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Contractor to perform.

- (f) Payment will be made twice a month as the work is completed on a pro-rated basis allowing the DOE to withhold funds to assure performance in accordance with a completion task order or a level of effort work request. The Contractor shall not exceed the "Ceiling" amount of the work request without prior approval of the Contracting Officer in writing. The Government will not be liable for any costs in excess of the ceiling price unless such prior approval has been obtained. Failure to comply with the ceiling price arrangements in this contract can cause negative comments to be included in past performance evaluation in accordance with clause H023 entitled "Past Performance Evaluation."
- (g) The Government reserves its right to determine whether requirements for these services will be ordered under these line items or done as a separate procurement action. It is not the intent of the Government to guarantee that any or all of this work will be ordered under these line items.

H023 PAST PERFORMANCE EVALUATION

The DOE will submit past performance evaluation into a government database for performance at the end of each contract option period. The DOE expects compliance with the terms and conditions of the contract and endeavors to develop a strong teaming arrangement with its contractors. Performance that exceeds minimum contract requirements at no additional cost to the government will be acknowledged as strongly positive past performance information on the Contractor.

H024 ALTERNATE DISPUTES RESOLUTION

The Carlsbad Field Office and the Contractor intend to work in a strong teaming relationship. In the rare event that a dispute arises, the Contractor shall agree to an alternative dispute resolution (ADR) agreement is entered into by CBFO and the Contractor to establish a procedure to resolve the dispute, if any, that has arisen during the performance of contract.

1. The parties agree to present their positions on this dispute to a mediation panel or arbitration consisting of a neutral advisor, to be named in the event of a dispute. Following the presentations in the mediation or arbitration, the panel will enter into negotiations to arrive at a fair settlement of the dispute. During this ADR proceeding, the principals will have full authority to alter the procedure or to schedule additional meetings as they find necessary to reach a settlement of the dispute.
2. This ADR proceeding will be held at a location to be determined by mutual agreement of the parties.
3. Prior to the ADR proceeding, the parties will cooperate with each other in exchanging all documents that are relevant to the dispute and in permitting reasonable review of each other's contract files. They will also permit interviews of two key personnel for a period of no longer than four hours each. Before the ADR proceeding on a date agreed to by both parties, each party will send the following documents to the arbitrator or the neutral advisor and the two principals:
 - a. A position paper summarizing the arguments of the party. This size of the paper shall be negotiated before the proceeding and will exclude charts and tables.

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- b. All documents that is relevant to the dispute. The parties will cooperate in selecting documents to avoid duplication between the submissions of each party.
 - c. A list of the issues to be determined by the arbitrator or mediation panel. The parties will make every effort to submit a joint list of issues in the order that is most logical for presentation to the panel.
 - d. A list of witnesses and participants in the ADR proceeding.
4. The ADR proceeding will be conducted using the following procedures:
 - a. Each party will make an opening statement of no longer than 2 hour(s). The first statement will be made by the proponent of the major elements of the dispute.
 - b. Each issue will be discussed using a round table discussion technique. Each party will make its key employees and consultants available to participate in this discussion. In the discussion, the proponent of the issue will make a brief presentation of its position on the issue. The other party will then make a brief presentation of its defense. The neutral advisor or arbitrator will then moderate a discussion -- calling on participants from each side as they request to address the issues in question. There will be no side discussions and no participant will speak until called on by the neutral advisor or arbitrator. The goal of this discussion is to fully develop all information relevant to the determination of the facts of the dispute and the precise position of each party. All participants will refrain from statements that are unduly argumentative or contentious.
 - c. The proceedings will not be recorded and witnesses will not be sworn. However, all participants will be expected to be forthright in their statements and to be fully open and honest in their dealings with each other.
 - d. Attorneys may participate in the discussion and may call on other personnel when necessary to ensure that they contribute their knowledge to the discussion. Attorneys will not cross-examine witnesses of the other party.
 - e. Following the round table discussions, each party may summarize its position in a statement no longer than ½ hour. The parties may, by mutual agreement, waive these statements.
5. Following the proceedings described in Paragraph 4, the principals and the neutral advisor or arbitrator will meet to negotiate a settlement that is fair to both parties. The principals may conduct these discussions with or without the neutral advisor or arbitrator. The principals may also request the neutral advisor or arbitrator to present his views on any issues or to propose resolution of one or more of the issues in dispute. Either principal may request a private, confidential meeting with the neutral advisor or arbitrator to discuss possible settlement positions, and the neutral advisor or arbitrator will not reveal any confidential information to the other party, unless authorized to do so. Either principal may adjourn the meeting at any time to caucus with his team, but all parties will endeavor to keep the negotiations active until a settlement has been reached. If settlement is not reached within the time allotted for this proceeding, the principals may request that the neutral advisor or arbitrator formulate a proposed settlement that is fair to each party. The principals may also continue negotiations for any period that is deemed to be desirable.
6. If settlement is reached, either party may call for the neutral advisor or arbitrator to prepare a report documenting the settlement and stating his conclusions as to its merits. Any such report will be delivered to each

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- party promptly after it is requested. This report may be used by either party to justify the settlement within its own organization.
7. This entire process is a settlement negotiation and all offers, promises, conduct, or statements made in this ADR proceeding are confidential and shall be inadmissible in any subsequent litigation (including proceedings before a board of contract appeals) of the disputes covered by this agreement. All written materials created specifically for this proceeding are also confidential and inadmissible in subsequent litigation. However, if settlement is reached, any such statements and written material may be used to justify and document the contract modification embodying the settlement.
 8. The neutral advisor or arbitrator will treat the subject matter of this proceeding as confidential and refrain from disclosing any of the information exchanged to third parties. The neutral advisor or arbitrator is disqualified as a witness, consultant, or expert for either party in any matter relating to the disputes covered by this agreement.
 9. The fees of the neutral advisor or arbitrator and the cost of the meeting room will be shared equally by the parties. Each party will bear all other costs of this proceeding.
 10. Either party may terminate the Alternate Disputes proceeding at any time for any reason.
 11. Binding or nonbinding arbitration can be added to this agreement if the parties want the neutral advisor or arbitrator to write a decision in the event that they fail to negotiate a settlement. If this is desired, the following paragraph can be added to the agreement (with appropriate alteration depending on whether the arbitration decision is to be binding or nonbinding):
 12. If settlement is not reached, upon the agreement of the principals that settlement is not possible, the neutral advisor or arbitrator will render a decision within 14 days. This decision shall be binding on both parties to this dispute unless either principal rejects the decision within 10 calendar days. Either party may reject the decision of the neutral advisor or arbitrator without stating any reason for such rejection unless both parties agreed to binding arbitration in which case the arbitrator decision is final and neither party can reject the decision

H025 TITLE TO TRANSCOM SYSTEM SOFTWARE

The Contractor understands and agrees that the TRANSCOM software and processes for use of TRANSCOM Services were developed using Government funds. The Government has rights to use this software and the associated processes and all modifications thereto for government purposes. The Contractor shall request for approval from the DOE Contracting Officer before investing its own funds or resources into modifying the software or the use procedures for commercial purposes of for other Government contracts. In any event, any modification to the software or procedures shall be available for government use since the software and processes were initially developed using government funds. These requirements shall be flowed down to the Contractor's team member and all subcontractors. In no instance shall the Contractor make available to any entity other than DOE, the TRANSCOM system source code without prior written consent from both the Contracting Officer and the Contracting Officers Representative.

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H026 EMPLOYEE BENEFITS PROGRAM AND TEAMING AGREEMENT

The Contractor shall develop an employee benefits program comparable to its teaming partner. The teaming agreement between the Contractor and Netgain Corporation is hereby incorporated into the contract by reference.

H027 FIRM FIXED PRICE MONITORING SERVICES

The Contractor will bill in accordance with clause G005 entitled, "Monitoring Services." The Contractor shall propose a firm fixed price including the number of labor hours required for any additional personnel that are required to perform at the mid-point of the sliding scale ranges of contract line items 0003, 1002, 2002, 3002 and 4002, including justification of Contractor risk associated with managing this level of effort requirement. The fixed price amount shall include fringe benefits, overhead, G&A and profit. This price excludes all costs under the Program Management line items.

The Government will fund at the baseline value of 101-260 shipments per month for the total contract period, which is defined as the fully funded base-line amount. This amount meets DOE requirements for the contract period, and the Contractor must meet DOE requirements at all times and shall have personnel available to meet requirements in excess of the base amount within thirty (30) business days after written notification from the Contracting Officer or if funds are fully obligated on contract in excess of the fully funded baseline amount.

The Government shall fully obligate shipments in excess of the fully funded base-line amount for a specific period of time for the contract period. The Contractor shall invoice against excess shipments only if the rate per month for excess shipments is fully obligated and shipments fall within that range. If funds are not obligated to fully fund a month in excess of the baseline value, the Contractor shall not perform the monitoring and shall immediately notify the Contracting Officer. The contractor shall provide a detailed shipping projection report forty-five (45) days before a change to the baseline value to assure that the Government contract obligations are fully funded.

NOTE: The Contractor shall not monitor excess shipments if not fully funding above the fully funded base-line amount (i.e. the Contractor shall not use future funding from the base amount which has been obligated for the contract period to monitor excess shipments at any higher scale range at any time during the performance of the contract). The Contractor shall notify the Contracting officer immediately if funds are not available to perform. Failure to meet this requirement may cause the Contractor to be in default of contract requirements.

H028 TRAVEL IN SUPPORT OF MANAGEMENT

- a) The Program Manager is expected to work at the Carlsbad Facility unless approved by the Contracting Officer. If approved, the Program Manager must work at the Carlsbad Facility a minimum of four days a month and as required to manage the contract and for training when required; The Program Manager shall be available by videoconference or telecom at TRANSCOM Users Group meetings, supporting DOE at technical meetings and stakeholder interactions as required. Any travel expenses, video conferencing costs or teleconferencing costs shall be included in the firm fixed price of the

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contract, and cannot be charged in the contract line item for travel in support of "Project Management and Administrative Services."

- b) Travel is primarily for the purposes of training, TRANSCOM Users Group meetings, supporting DOE at technical meetings, and stakeholder interactions. The majority of TRANSCOM-user training should be performed at the DOE Carlsbad or Albuquerque Facilities. Travel will be only approved if the Contractor supports that having the training at another location is in the best interest of the Government. Failure to receive Contracting Officer approval before travel may make the travel costs unallowable. All authorized travel expenses are paid as a direct cost for employee travel and no additional overhead, G&A or profit is allowed on this expense except for payment of a transaction fee of 8% to cover G&A. Payment of travel and per diem shall be in accordance with Federal Travel Regulations. Documentation in support of billing for travel shall be in accordance with clause G006 entitled, "Travel."

H029 PROGRAM MANAGEMENT AND ADMINISTRATIVE SERVICES

Included herein are software management costs. If quality levels are not met in maintaining the software, the Contractor shall inform the Contracting Officer's Representative and the Contracting Officer in writing. The software maintenance shall include continuous maintainability, program de-bugging, adhering to cyber-security requirements, programming refinements, and updates.

This does not include adaptation to different software, addition of new software or hardware, nor major system upgrades or reporting deliverables as identified in F2. These excluded costs are defined as software upgrades or other task orders that will be performed in accordance with clause H022 entitled, "OPTION TASK ORDER REQUIREMENTS."

H030 EQUITABLE ADJUSTMENTS FOR SYSTEM FIXES

Reserved

H031 SECTION 508, ELECTRONIC INFORMATION TECHNOLOGY (EIT)

Section 508 of the Rehabilitation Act Amendments of 1998 (29 U.S.C. § 794 (d)) was enacted in the Workforce Investment Act of 1998. Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Contractor shall determine if EIT is commercially available or if software can be developed to meet this requirement and shall provide this information to the Government before any hardware purchase or any major systems upgrade. The Government will make a decision regarding Section 508 before this effort is performed.

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The Government has determined that the TRANSCOM system relies upon a visual interface which is critical to its performance. For the hearing-impaired, the TRANSCOM system can be used without audio aids while maintaining full functionality. The software applications that support the TRANSCOM system are compatible with electronic viewing aids, such as screen magnifiers and screen readers. One of the TRANSCOM system attributes is a mapping application. Since the majority of the information is graphical in nature, it does not allow for text-based descriptions of every data-point on the map. As much as reasonable, the status screen for shipments provides a text description of the position as related to the nearest geographical location (town/city, and State). When performing TRANSCOM system upgrades (as defined in clause H022, the Contractor shall work with the Government to increase the level of accessibility required by Section 508 by providing costs estimates so that the Government can make a determination on meeting these requirements.

H032 Composite Labor Rate

The Contractor will invoice at the composite labor rate in line items 0002D, 1001D, 2001D, 3001D and 4001D for each productive labor hour. A productive labor hour is one productive labor hour of effort performed by any individual performing effort under these line items. The invoice submitted will calculate the actual average labor rate used and will invoice and be reimbursed at the composite labor rate per productive labor hour. The ceiling price and ceiling labor hours are 75% of the total price and total labor hours, respectively, and the Contractor can not exceed the ceiling price or the ceiling labor hours without prior written approval of the Contracting Officer. Remaining funds not authorized for maintenance effort included under these line items shall be set aside for system upgrades under line items 0004, 0005, 0006, 0007, 1003, 1004, 1005, 1006, 2003, 2004, 2005, 2006, 3003, 3004, 3005, 3006, 4003, 4004, 4005 and 4006.

H033 Supplemental Information for FAR Clause 52.204-9 (E-Verify System).

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility Verification Program, is an Internet-based system operated by DHS U.S. Customs and Immigration Service (USCIS), in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

Before an employer can use the E-Verify system, the employer must enroll in the program and agree to the E-Verify Memorandum of Understanding (MOU) required for program participants. The terms of the MOU are established by USCIS and are not negotiated with each participant. In consenting to the MOU, employers agree to abide by current legal hiring procedures and to ensure that no employee will be unfairly discriminated against in the use of the E-Verify program. Violation of the terms of the MOU by the employer is grounds for termination of the employer's participation in the E-Verify program.

Current law [8 U.S.C. 1324a(b)] requires all employers in the United States to complete an Employment Eligibility Verification Form (Form I-9) for each newly hired employee to verify each employee's identity and employment eligibility. Under this final rule, Federal contractors will additionally enter the worker's identity and employment eligibility information into the E-Verify system, which

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checks that information against information contained in SSA, USCIS, and other Government databases.

SSA first verifies that the name, social security number (SSN), and date of birth are correct, and, if the employee has stated that he or she is a U.S. citizen, confirms U.S. citizen status through its databases. If the system confirms identity and U.S. citizenship, and there are no other indicators that the information is not correct, SSA confirms employment-eligibility. USCIS also verifies through database checks that any non-U.S. citizen employee is in an employment-authorized immigration status.

If the information provided by the worker matches the information in the SSA and USCIS records, no further action will be required. E-Verify procedures require only that the employer record on the Form I-9 the verification identification number and the result obtained from the E-Verify query or print a copy of the transaction record and retain it with the Form I-9. Form I-9 becomes effective April 3, 2009.

If SSA is unable to verify information presented by the worker, the employer will receive an "SSA Tentative Nonconfirmation" notice. Similarly, if USCIS is unable to verify information presented by the worker, the employer will receive a "DHS Tentative Nonconfirmation" notice. Employers can receive a tentative nonconfirmation notice for a variety of reasons, including inaccurate entry of information by the employer into the E-Verify website, and changes in the worker's name or immigration status that the worker has not updated in the SSA database searched by the E-Verify system. If the individual's information does not match the SSA or USCIS records, the employer must provide the worker with a written notice generated by the E-Verify system, called a "Notice to Employee of Tentative Nonconfirmation".

The worker must then indicate on the notice whether he or she contests or does not contest the finding reflected in the tentative nonconfirmation that he or she appears unauthorized to work, and both the worker and the employer must sign the notice. If the worker chooses to contest the tentative nonconfirmation, the employer must print a second notice generated by the E-Verify system, called a "Referral Letter," which contains information about resolving the tentative nonconfirmation, as well as the contact information for SSA or USCIS, depending on which agency was the source of the tentative nonconfirmation. The worker then has eight (8) Federal Government workdays to visit an SSA office or call USCIS to try to resolve the discrepancy. Under the E-Verify MOU, if the worker contests the tentative nonconfirmation, the employer is prohibited from terminating or otherwise taking adverse action against the worker while he or she awaits a final resolution from the Federal Government agency. If the worker fails to contest the tentative nonconfirmation, or if SSA or USCIS is unable to resolve the discrepancy, the employer will receive a notice of final nonconfirmation and the worker's employment may be terminated.

Participation in E-Verify does not exempt the employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws. However, the following modified requirements apply by reason of the employer's participation in E-Verify: (1) Identity documents used for verification purposes must have photos (except as discussed below with respect to accommodations); (2) if an employer obtains confirmation of the identity and employment eligibility of an individual in compliance with the terms and conditions of E-Verify, a rebuttable presumption is established that the employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the

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hiring of the individual; (3) the employer must notify DHS if it continues to employ any employee for whom the employer has received a final nonconfirmation, and the employer is subject to a civil money penalty between \$500.00 and \$1,000.00 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) if an employer continues to employ an employee after receiving a final nonconfirmation and that employee is subsequently found to be an unauthorized alien, the employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of Immigration and Nationality Act (INA) section 274A(a); and, (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith reliance on information provided through the confirmation system.

H-34 Wage Rates Approved Above Service Contract Act Wages

The negotiated proposal with a total contract value of \$7,811,833.67 is incorporated into the contract. Sixty days after award or issuance of an option period, the Contractor shall report the wage rates paid and list all other fringe rates including health coverage, bonuses, etc. These rates will be compared against the proposal rates with a discussion of any differences over one percent above or below. Both parties agree that payment of competitive wages is a benefit to the TRANSCOM contract, and compliance with competitive wages may be considered in issuing any option period on this contract.

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The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (JUL 2004)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, 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 (SEP 2007)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (Dec 2007)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- 52.204-09 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)
(see Clause H033)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (Oct 1997)
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALT -I)
- 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999) Insert: '15'
- 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Insert into paragraph (a) '1-day' and '15-days'; Insert into Paragraph (c): '5-years'
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)
Insert into paragraph (c), (d), and (f) 'U.S. Department of Energy'
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.219-17 SECTION 8(a) AWARD (DEC 1996)
Insert into paragraphs 2, 4 and f(c) the contracting agency as follows: 'Department of Energy, Carlsbad Field Office'
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
- 52.222-03 CONVICT LABOR (JUN 2003)
- 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)
- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
- 52.223-02 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-03 PATENT INDEMNITY (APR 1984)
- 52.227-14 RIGHTS IN DATA -GENERAL (DEC 2007)
- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
- 52.228-02 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-05 INSURANCE --WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- 52.232-01 PAYMENTS (APR 1984)
- 52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-22 LIMITATION OF FUNDS (APRIL 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES - FIXED PRICE (AUG 1987) - ALT II (APR 1984)
- 52.243-03 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is '30 days'
Para (d), Number of calendar days is '30 days'
- 52.244-02 SUBCONTRACTS (JUN 2007)
Para (e), approval required on subcontracts to: 'TBD'
Para (k), Insert subcontracts evaluated during negotiations. 'TBD'
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
- 52.245-01 GOVERNMENT PROPERTY (JUNE 2007) (see Attachment C)
Modify FAR 52.245-1 by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in the first sentence of paragraphs (e) (1) and (e) (2) of the clause
- 52.246-02 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
- 52.246-04 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

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- 52.246-06 INSPECTION - TIME AND MATERIAL AND LABOR HOUR (MAY 2001)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)
- 52.248-01 VALUE ENGINEERING (FEB 2000)
- 52.249-02 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

Following Department of Energy Acquisition Regulation clauses incorporated by reference:

- 952.202-01 DEFINITIONS (JAN 2005)
- 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
- 952.204-02 SECURITY (MAY 2002)
- 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)
- 952.208-70 PRINTING (APR 1984)
- 952.215-70 KEY PERSONNEL (DEC 2000)
- 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
- 952.226-72 ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)
- 952.242-70 TECHNICAL DIRECTION (DEC 2000)
- 952.245-02 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
Modify FAR 52.245-1 by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in the first sentence of paragraphs (e) (1) and (e) (2) of the clause.

The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.252-02 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 this/these address(es): <http://farsite.hill.af.mil>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES IN FULL TEXT

952.204-77 COMPUTER SECURITY (AUG 2006)

**PART II- CONTRACT CLAUSES
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(a) Definitions.

(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

(b) Access to DOE computers. A contractor shall not allow an individual to have access to information on a DOE computer unless:

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and,

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public,

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and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

(1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.

(2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.

(3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.

(4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.

(5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

(6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

(c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:

(1) Define the scope of work;

(2) Identify and analyze hazards associated with the work;

(3) Develop and implement hazard controls;

(4) Perform work within controls; and

(5) Provide feedback on adequacy of controls and continue to improve safety management.

(d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the

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integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

(e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

(f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(i) The contractor shall include a clause substantially the same as this clause its subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)

(a) Definition. Eligible employee means a current or former employee of a

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contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

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;"

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(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 Special Contract Requirements clause H024 entitled "Alternate Disputes Resolution."

**SECTION J - LIST OF CONTRACT ATTACHMENTS
DE-EM000023**

ATTACHMENT

TITLE

**ATTACHMENT A
ATTACHMENT B
ATTACHMENT C**

**STATEMENT OF WORK FOR TRANSCOM SERVICES
SCA WAGE DETERMINATION
GOVERNMENT FURNISHED PROPERTY AND INFORMATION**

Statement of Work

1.0 INTRODUCTION

The US Department of Energy (DOE) -Carlsbad Field Office (CBFO) is acquiring services to operate and manage the TRANSCOM Communications Center (TCC) located in Carlsbad, New Mexico.

2.0 DEFINITIONS

“Maintenance” – includes system fixes and updates, inclusive of limited system changes, programming that prevents or deters system failure, response to emerging circumstances and situations; change to a parameter, system setting or feature, system attribute, user-account management, addition of WIPP-Routes (geo-fencing), addition of software service packs or support patches, or any routine functions (data input) that are part of TCC operations.

“Upgrade” – changes that require unique programming on: Oracle database; browser-client application; Java program; mapping program; or interface with the Qual-Comm system. Upgrades will be handled as Task Orders in accordance with SCR H022.

3.0 BACKGROUND

CBFO is responsible for the management of the TRANSCOM satellite shipment monitoring and communications system. TRANSCOM is the primary communication and monitoring system for all DOE “high visibility” radioactive shipments. TRANSCOM is an unclassified system. TRANSCOM has tracked over 12,000 shipments since inception in 1992.

The TCC monitors DOE shipments on a 24/7 (twenty-four hours per day, seven days per week) schedule when needed and will require an Operations Manager and a staff of system operators.

4.0 SCOPE

The primary scope is the management and operational services for the DOE-CBFO TCC. These services will include aspects of tracking and communicational operations for high-visibility shipments. The secondary scope is the development of newer versions of the TRANSCOM system that capture functional improvements and changes in commercial hardware and operating systems.

5.0 APPLICABLE DOCUMENTS

The contractor shall adhere to the following documents in accordance with paragraph 5.0, Technical Requirements.

Document Type	Document No.	Title
DOE Order	150.1	Continuity Programs
DOE Order	205.1	DOE Cyber Security Management Program
DOE Order	460.2	Departmental Materials Transportation and Packaging Management
DOE Order	460.1	Packaging and Transportation Safety
DOE Manual	460.2	Radioactive Material Transportation Practices
DOE Policy	470.1	Integrated Safeguards and Security Management (ISSM) Policy
DOE Manual	470.4-4	Information Security
DOE Manual**	470.4-5	Personnel Security
Policy and Guidance	n/a	Western Governors' Association WIPP Transportation Safety Program Implementation Guide
Plan	DOE/WIPP 98-3103	Waste Isolation Pilot Plant Transportation Plan
Plan	DOE/WIPP 07-3353	CBFO General Support System Accreditation Boundary: System Security Plan
Plan	DOE/CBFO 08-3380	TRANSCOM Security Plan
Plan	-	TRANSCOM Communication Center Contingency Plan

** Only applicable if personnel are required to obtain a security clearance

6.0 OPERATIONS, ADMINISTRATIVE, AND TECHNICAL SERVICES

The contractor shall provide the operational, administrative, and technical effort in the work areas listed below in accordance with the approved work schedule. The work schedule includes the monitoring of shipments from the following:

- Loaded and empty shipments to and from WIPP
- High visibility
- SNF (Spent Nuclear Fuel)
- Other shipments, as authorized

6.1 TRANSCOM Operations

The contractor shall operate and manage the TCC on a 24/7, or as needed basis in accordance with the following paragraphs:

6.1.1 Staff and maintain TRANSCOM Equipment.

6.1.1.1 Ensure backup equipment is kept in working order and can be used when needed

6.1.1.2 Ensure communications devices, including fax machines, hardwire phones, and mobile phones are maintained at all times and are serviced as needed.

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6.1.2 Maintain sufficient staff to provide for management, system operations, and TRANSCOM production system trouble-shooting, future TRANSCOM system development, and modifications to existing program for Computer Based Training.

6.1.2.1 Pre-shipment Operations

6.1.2.1.1 Provide TRANSCOM account access to the shippers upon authorization from the CBFO TRANSCOM Program Manager.

6.1.2.1.2 Provide system access and tools for scheduling shipments, and shipment data (e.g. BOL information) in TRANSCOM.

6.1.2.1.3 Complete TCC shipment specific checklists

6.1.2.2 Shipment Monitoring Operations

6.1.2.2.1 Maintain and monitor satellite tracking software and related services

6.1.2.2.2 Ensure updates are pushed to web application

6.1.2.2.3 Set shipment specific security parameters

6.1.2.2.4 Ensure shipment specific information is available to authorized users-maintain help desk

6.1.2.3 Post-shipment Operations

6.1.2.3.1 Follow shipment checklist

6.1.2.3.2 Complete shipment report

6.1.2.3.3 Input post-shipment information into database

6.1.2.3.4 Per the established record retention schedule, disposition electronic records by archiving the salient shipment data and information that is unique to the operations of the TCC

6.1.3 Provide technical support for TRANSCOM Users, which includes assisting users with procedural and software/hardware installations and troubleshooting problems associated with accessing the TRANSCOM system.

6.1.4 Maintain 24-hour notification for user support via pager or cell phone. See Section 6.3.

6.1.5 Provide support to DOE Program Offices in the preparation of shipment transportation plans and schedules.

6.1.6 Provide support to DOE Program Offices in the development and implementation of shipment tabletop exercises.

6.1.7 Coordinate as required all tracking arrangements with the carriers and the CBFO TRANSCOM Program Manager on scheduled shipments.

6.1.8 Assist carriers via telephone or in person, whichever is most cost effective in trouble-shooting transponder equipment.

6.2 Administrative Services

6.2.1 Provide monthly milestone schedule/status reports to the CBFO TRANSCOM Program Manager.

6.2.2 Provide support to the CBFO TRANSCOM Program Manager for: document reviews; performing assessments; preparing presentations; participation in meetings; participation in conferences, demonstrations, and workshops; preparing reports; and preparing papers.

6.2.3 Develop and implement an annual customer survey to obtain feedback from TRANSCOM system users. Provide results in writing to CBFO on, or before November 30 of each year.

6.2.4 Planning and coordination of an annual TRANSCOM Users Group Meeting; location and timing of such meeting should be considerate of travel from the eastern and western continental U.S., seasonal events and influences, in cities with appropriate travel access, and lodging accommodations consistent with GSA rate schedules.

6.3 Equipment Control

6.3.1 Provide a mobile phone or pager for the TRANSCOM Operations Manager and for Personnel on 'standby' status.

6.3.2 Maintain an emergency mobile phone for the TCC in the event of an evacuation or complete loss of supplied power.

6.4 Training

6.4.1 Provide personnel and materials for TRANSCOM training courses as required by the TRANSCOM Security Plan and the CBFO TRANSCOM Program Manager.

6.4.2 Develop TRANSCOM training lessons that can be made available on computer with interactive tutorials.

6.4.3 Provide shipper/scheduler training, as needed

6.4.4. Training classes will be offered each quarter at DOE Facilities, rotating between Carlsbad and Albuquerque.

6.4.5 Training sessions, based upon demand, will be made available at two additional locations during the year to cover the western and eastern portions of the U.S. in accordance with allowances identified in H028.

6.5 System Maintenance

6.5.1 TRANSCOM Application Maintenance

6.5.1.1 Addition or modification of system features (e.g. simple mapping enhancements)

6.5.1.2 Geofencing for added WIPP routes to ensure position descriptions and route deviation alarms. Geofencing for other types of shipments will be handled as a system "upgrade" as defined in 7.0.

6.5.2 Software/hardware Management, Maintenance and Updates

6.5.2.1 Software/hardware Lifecycle Plan should identify the lifecycles for system components, as well as describing the general approach for managing the phase-out and replacement.

6.5.2.2 Software/hardware Management Reports should be provided twice per year and describe any pending issues, troubleshooting, debugging, and updates performed during the reporting period.

6.5.2.3 Complete installations/updates as defined in the System Configuration Plan, and as needed to keep current with Operating Systems, internet browsers, Oracle, Java, network applications, and required security software.

6.5.2.4 Manage Database and system linkages as necessary

6.5.2.5 Perform troubleshooting and problem resolutions as necessary

6.5.3 Provide End User and Operational Support

6.5.3.1 Second Line technical support to system users

6.5.3.2 TCC staff should be responsive to TRANSCOM system inquiries and be able to assist in trouble-shooting issues. Unresolved users issues should be logged and resolved by System Analyst or Engineer, if tied to the TRANSCOM System.

6.5.4 Urgent system fixes to emerging circumstances or situations

6.6 Technical Oversight, Planning & Security Issues

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6.6.1 Evaluate and make recommendations on hardware and software within the Software/hardware Management Report.

6.6.2 Review existing systems, processes, & procedures for problem areas, and correct as appropriate

6.6.3 Evaluate new technologies and techniques to assist in efficient operation of the TCC

6.6.4 Maintain and implement the TRANSCOM Security Plan, covering operations, cyber-security, and physical security.

6.6.5.1 Perform background verifications for new individual user accounts upon initial request. These should be performed to ensure only trusted personnel are granted change/add access to the TRANSCOM system. Under existing circumstances, "read-access" will not require additional verification.

6.6.5.2 Users with individual accounts that possess a security clearance (L, Q, secret, top secret) will not require additional verification.

6.6.5.3 At a minimum, 20% of the individual "write-access" accounts (use of random selection) should be verified annually.

6.6.5.4 Background checks may be performed at any time when information indicates a potential security risk with a group or individual.

6.6.5.5 Any time an individual or group account shows inappropriate activity, the instances should be logged and the account TSAR or individual should be contacted. If the activity persists, the account may be inactivated.

7.0 System Development

7.1 TRANSCOM System Development, known as "Upgrades" are defined in Section 2.0 of this Statement of Work, and described in Section H022.

7.2 Upgrade work must be defined in advance, and evaluated for level of effort and cost to determine how the work is categorized (see 2.0 DEFINITIONS). The Contracting Officer must approve the cost, scope, and schedule for all system upgrades.

7.3 TRANSCOM system upgrades will be developed outside of the production instance to allow testing and debugging that will not compromise the production version. When undertaking a system upgrade, a System Development Plan must define the development process, including the work breakdown structure, predecessor and dependent tasks, and the transition and implementation activities.

7.4 If changes are needed to the System Requirements Document, or the System Configuration Plan, these should be revised in conjunction with the completion and implementation of the upgrade.

7.5 All upgrades will be preceded by a System Development Plan, and a Testing and Validation Plan. These plans must be provided to the CBFO TRANSCOM Program Manager before initiating work.

7.6 A beta-version will be made available to users to test and evaluate the compatibility of the system upgrade. Feedback will be used to make refinements to the system prior to release.

8.0 DELIVERABLES

The contractor shall provide deliverables in accordance with the Reporting Requirements Checklists as identified in Section F.

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REGISTER OF WAGE DETERMINATIONS UNDER
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**SERVICE CONTRACT WAGE DETERMINATION
FOR
BASE PERIOD**

Attachment B
 REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
Shirley F. Ebbesen Director	Division of Wage Determinations
Wage Determination No.: 2005-2511 Revision No.: 7 Date of Last Revision: 08/27/2008	

States: New Mexico, Texas

Area: New Mexico Counties of Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra
 Texas Counties of Culberson, El Paso, Hudspeth

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11 .59
01012 - Accounting Clerk II	13 .49
01013 - Accounting Clerk III	15 .70
01020 - Administrative Assistant	17 .23
01040 - Court Reporter	12 .97
01051 - Data Entry Operator I	8 .70
01052 - Data Entry Operator II	10 .07
01060 - Dispatcher, Motor Vehicle	13 .09
01070 - Document Preparation Clerk	11 .19
01090 - Duplicating Machine Operator	11 .19
01111 - General Clerk I	9 .26
01112 - General Clerk II	10 .10
01113 - General Clerk III	11 .35
01120 - Housing Referral Assistant	14 .58

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01141 - Messenger Courier	8 .20
01191 - Order Clerk I	9 .78
01192 - Order Clerk II	11 .20
01261 - Personnel Assistant (Employment) I	11 .64
01262 - Personnel Assistant (Employment) II	13 .33
01263 - Personnel Assistant (Employment) III	14 .54
01270 - Production Control Clerk	14 .00
01280 - Receptionist	8 .71
01290 - Rental Clerk	9 .74
01300 - Scheduler, Maintenance	11 .49
01311 - Secretary I	11 .49
01312 - Secretary II	12 .97
01313 - Secretary III	14 .58
01320 - Service Order Dispatcher	11 .49
01410 - Supply Technician	17 .23
01420 - Survey Worker	13 .70
01531 - Travel Clerk I	10 .63
01532 - Travel Clerk II	11 .36
01533 - Travel Clerk III	12 .10
01611 - Word Processor I	12 .06
01612 - Word Processor II	13 .54
01613 - Word Processor III	15 .14

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	15 .63
05010 - Automotive Electrician	14 .67
05040 - Automotive Glass Installer	13 .69
05070 - Automotive Worker	13 .69
05110 - Mobile Equipment Servicer	11 .73
05130 - Motor Equipment Metal Mechanic	15 .63
05160 - Motor Equipment Metal Worker	13 .69
05190 - Motor Vehicle Mechanic	16 .49
05220 - Motor Vehicle Mechanic Helper	10 .75

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05250 - Motor Vehicle Upholstery Worker	12 .70
05280 - Motor Vehicle Wrecker	13 .69
05310 - Painter, Automotive	14 .67
05340 - Radiator Repair Specialist	13 .69
05370 - Tire Repairer	11 .33
05400 - Transmission Repair Specialist	15 .63
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .51
07041 - Cook I	9 .61
07042 - Cook II	11 .21
07070 - Dishwasher	7 .01
07130 - Food Service Worker	7 .42
07210 - Meat Cutter	10 .41
07260 - Waiter/Waitress	7 .02
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14 .67
09040 - Furniture Handler	8 .80
09080 - Furniture Refinisher	14 .67
09090 - Furniture Refinisher Helper	10 .75
09110 - Furniture Repairer, Minor	11 .95
09130 - Upholsterer	14 .67
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7 .40
11060 - Elevator Operator	7 .55
11090 - Gardener	11 .70
11122 - Housekeeping Aide	7 .55
11150 - Janitor	8 .13
11210 - Laborer, Grounds Maintenance	8 .77

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11240 - Maid or Houseman	6 .79
11260 - Pruner	7 .73
11270 - Tractor Operator	10 .73
11330 - Trail Maintenance Worker	8 .77
11360 - Window Cleaner	9 .14
12000 - Health Occupations	
12010 - Ambulance Driver	12 .30
12011 - Breath Alcohol Technician	14 .94
12012 - Certified Occupational Therapist Assistant	18 .35
12015 - Certified Physical Therapist Assistant	19 .17
12020 - Dental Assistant	12 .24
12025 - Dental Hygienist	25 .83
12030 - EKG Technician	22 .24
12035 - Electroneurodiagnostic Technologist	22 .24
12040 - Emergency Medical Technician	12 .30
12071 - Licensed Practical Nurse I	15 .04
12072 - Licensed Practical Nurse II	16 .82
12073 - Licensed Practical Nurse III	18 .76
12100 - Medical Assistant	10 .35
12130 - Medical Laboratory Technician	13 .31
12160 - Medical Record Clerk	12 .83
12190 - Medical Record Technician	14 .35
12195 - Medical Transcriptionist	13 .04
12210 - Nuclear Medicine Technologist	33 .37
12221 - Nursing Assistant I	8 .32
12222 - Nursing Assistant II	9 .36
12223 - Nursing Assistant III	10 .22
12224 - Nursing Assistant IV	11 .47
12235 - Optical Dispenser	10 .18
12236 - Optical Technician	8 .89
12250 - Pharmacy Technician	12 .19
12280 - Phlebotomist	13 .52

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12305 - Radiologic Technologist	23 .81
12311 - Registered Nurse I	21 .81
12312 - Registered Nurse II	26 .04
12313 - Registered Nurse II, Specialist	26 .04
12314 - Registered Nurse III	31 .50
12315 - Registered Nurse III, Anesthetist	31 .50
12316 - Registered Nurse IV	37 .77
12317 - Scheduler (Drug and Alcohol Testing)	20 .36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .15
13012 - Exhibits Specialist II	23 .08
13013 - Exhibits Specialist III	26 .14
13041 - Illustrator I	19 .15
13042 - Illustrator II	23 .08
13043 - Illustrator III	26 .14
13047 - Librarian	22 .66
13050 - Library Aide/Clerk	10 .64
13054 - Library Information Technology Systems Administrator	20 .46
13058 - Library Technician	16 .51
13061 - Media Specialist I	13 .08
13062 - Media Specialist II	16 .56
13063 - Media Specialist III	18 .46
13071 - Photographer I	12 .83
13072 - Photographer II	16 .45
13073 - Photographer III	20 .57
13074 - Photographer IV	24 .45
13075 - Photographer V	27 .88
13110 - Video Teleconference Technician	14 .70
14000 - Information Technology Occupations	
14041 - Computer Operator I	11 .63

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14042 - Computer Operator II	14 .05
14043 - Computer Operator III	15 .72
14044 - Computer Operator IV	17 .47
14045 - Computer Operator V	19 .35
14071 - Computer Programmer I (1)	19 .54
14072 - Computer Programmer II (1)	25 .38
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	27 .61
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	11 .63
14160 - Personal Computer Support Technician	22 .41

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	24 .37
15020 - Aircrew Training Devices Instructor (Rated)	32 .14
15030 - Air Crew Training Devices Instructor (Pilot)	35 .35
15050 - Computer Based Training Specialist / Instructor	25 .10
15060 - Educational Technologist	29 .51
15070 - Flight Instructor (Pilot)	35 .35
15080 - Graphic Artist	19 .52
15090 - Technical Instructor	16 .89
15095 - Technical Instructor/Course Developer	20 .66
15110 - Test Proctor	13 .64
15120 - Tutor	13 .64

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	7 .16
16030 - Counter Attendant	7 .16
16040 - Dry Cleaner	8 .72
16070 - Finisher, Flatwork, Machine	7 .16

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16090 - Presser, Hand	7 .16
16110 - Presser, Machine, Drycleaning	7 .16
16130 - Presser, Machine, Shirts	7 .16
16160 - Presser, Machine, Wearing Apparel, Laundry	7 .16
16190 - Sewing Machine Operator	9 .22
16220 - Tailor	9 .75
16250 - Washer, Machine	7 .68

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	14 .67
19040 - Tool And Die Maker	18 .42

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	10 .39
21030 - Material Coordinator	14 .00
21040 - Material Expediter	14 .00
21050 - Material Handling Laborer	8 .64
21071 - Order Filler	10 .19
21080 - Production Line Worker (Food Processing)	10 .86
21110 - Shipping Packer	10 .02
21130 - Shipping/Receiving Clerk	10 .02
21140 - Store Worker I	8 .93
21150 - Stock Clerk	12 .02
21210 - Tools And Parts Attendant	10 .86
21410 - Warehouse Specialist	10 .86

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	23 .76
23021 - Aircraft Mechanic I	22 .64
23022 - Aircraft Mechanic II	23 .76
23023 - Aircraft Mechanic III	24 .95

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23040 - Aircraft Mechanic Helper	15 .58
23050 - Aircraft, Painter	17 .75
23060 - Aircraft Servicer	18 .30
23080 - Aircraft Worker	19 .75
23110 - Appliance Mechanic	14 .67
23120 - Bicycle Repairer	11 .33
23125 - Cable Splicer	18 .91
23130 - Carpenter, Maintenance	14 .67
23140 - Carpet Layer	13 .69
23160 - Electrician, Maintenance	17 .69
23181 - Electronics Technician Maintenance I	17 .47
23182 - Electronics Technician Maintenance II	19 .80
23183 - Electronics Technician Maintenance III	21 .07
23260 - Fabric Worker	12 .74
23290 - Fire Alarm System Mechanic	15 .63
23310 - Fire Extinguisher Repairer	11 .73
23311 - Fuel Distribution System Mechanic	18 .42
23312 - Fuel Distribution System Operator	15 .20
23370 - General Maintenance Worker	13 .69
23380 - Ground Support Equipment Mechanic	22 .64
23381 - Ground Support Equipment Servicer	18 .30
23382 - Ground Support Equipment Worker	19 .75
23391 - Gunsmith I	10 .65
23392 - Gunsmith II	13 .16
23393 - Gunsmith III	14 .67
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15 .73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16 .79
23430 - Heavy Equipment Mechanic	17 .19
23440 - Heavy Equipment Operator	15 .63
23460 - Instrument Mechanic	15 .68
23465 - Laboratory/Shelter Mechanic	13 .66
23470 - Laborer	8 .64
23510 - Locksmith	14 .67
23530 - Machinery Maintenance Mechanic	16 .14

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23550 - Machinist, Maintenance	15 .98
23580 - Maintenance Trades Helper	10 .75
23591 - Metrology Technician I	15 .68
23592 - Metrology Technician II	16 .71
23593 - Metrology Technician III	17 .71
23640 - Millwright	17 .46
23710 - Office Appliance Repairer	15 .62
23760 - Painter, Maintenance	14 .67
23790 - Pipefitter, Maintenance	17 .02
23810 - Plumber, Maintenance	15 .97
23820 - Pneudraulic Systems Mechanic	15 .68
23850 - Rigger	15 .68
23870 - Scale Mechanic	13 .69
23890 - Sheet-Metal Worker, Maintenance	15 .63
23910 - Small Engine Mechanic	13 .76
23931 - Telecommunications Mechanic I	18 .70
23932 - Telecommunications Mechanic II	19 .89
23950 - Telephone Lineman	19 .48
23960 - Welder, Combination, Maintenance	15 .63
23965 - Well Driller	15 .68
23970 - Woodcraft Worker	15 .68
23980 - Woodworker	11 .73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8 .41
24580 - Child Care Center Clerk	10 .49
24610 - Chore Aide	6 .85
24620 - Family Readiness And Support Services Coordinator	9 .10
24630 - Homemaker	12 .70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16 .75

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25040 - Sewage Plant Operator	15 .63
25070 - Stationary Engineer	16 .75
25190 - Ventilation Equipment Tender	10 .98
25210 - Water Treatment Plant Operator	15 .63
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13 .82
27007 - Baggage Inspector	8 .94
27008 - Corrections Officer	17 .48
27010 - Court Security Officer	17 .48
27030 - Detection Dog Handler	13 .82
27040 - Detention Officer	17 .48
27070 - Firefighter	19 .83
27101 - Guard I	8 .94
27102 - Guard II	13 .82
27131 - Police Officer I	21 .41
27132 - Police Officer II	23 .78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10 .58
28042 - Carnival Equipment Repairer	11 .54
28043 - Carnival Equipment Worker	7 .68
28210 - Gate Attendant/Gate Tender	12 .73
28310 - Lifeguard	10 .82
28350 - Park Attendant (Aide)	14 .24
28510 - Recreation Aide/Health Facility Attendant	10 .09
28515 - Recreation Specialist	12 .82
28630 - Sports Official	11 .34
28690 - Swimming Pool Operator	13 .62
29000 - Stevedoring/Longshoremen Occupational Services	

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29010 - Blocker And Bracer	16 .72
29020 - Hatch Tender	16 .72
29030 - Line Handler	16 .72
29041 - Stevedore I	15 .52
29042 - Stevedore II	18 .98

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	33 .96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23 .42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25 .79
30021 - Archeological Technician I	18 .13
30022 - Archeological Technician II	20 .27
30023 - Archeological Technician III	25 .11
30030 - Cartographic Technician	25 .12
30040 - Civil Engineering Technician	18 .93
30061 - Drafter/CAD Operator I	14 .51
30062 - Drafter/CAD Operator II	16 .23
30063 - Drafter/CAD Operator III	19 .99
30064 - Drafter/CAD Operator IV	26 .25
30081 - Engineering Technician I	13 .66
30082 - Engineering Technician II	17 .00
30083 - Engineering Technician III	20 .27
30084 - Engineering Technician IV	24 .96
30085 - Engineering Technician V	29 .37
30086 - Engineering Technician VI	34 .85
30090 - Environmental Technician	18 .11
30210 - Laboratory Technician	18 .10
30240 - Mathematical Technician	24 .90
30361 - Paralegal/Legal Assistant I	16 .54
30362 - Paralegal/Legal Assistant II	20 .49
30363 - Paralegal/Legal Assistant III	25 .07
30364 - Paralegal/Legal Assistant IV	30 .33
30390 - Photo-Optics Technician	22 .90

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30461 - Technical Writer I	22 .55
30462 - Technical Writer II	27 .58
30463 - Technical Writer III	33 .36
30491 - Unexploded Ordnance (UXO) Technician I	21 .58
30492 - Unexploded Ordnance (UXO) Technician II	26 .11
30493 - Unexploded Ordnance (UXO) Technician III	31 .30
30494 - Unexploded (UXO) Safety Escort	21 .58
30495 - Unexploded (UXO) Sweep Personnel	21 .58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19 .46
30621 - Weather Observer, Senior (3)	19 .97

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	8 .50
31030 - Bus Driver	13 .23
31043 - Driver Courier	11 .32
31260 - Parking and Lot Attendant	6 .82
31290 - Shuttle Bus Driver	12 .39
31310 - Taxi Driver	9 .55
31361 - Truckdriver, Light	12 .39
31362 - Truckdriver, Medium	14 .19
31363 - Truckdriver, Heavy	16 .20
31364 - Truckdriver, Tractor-Trailer	16 .20

99000 - Miscellaneous Occupations

99030 - Cashier	7 .76
99050 - Desk Clerk	9 .41
99095 - Embalmer	20 .95
99251 - Laboratory Animal Caretaker I	8 .82
99252 - Laboratory Animal Caretaker II	9 .78
99310 - Mortician	20 .02
99410 - Pest Controller	14 .73
99510 - Photofinishing Worker	11 .34

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99710 - Recycling Laborer	9 .76
99711 - Recycling Specialist	12 .45
99730 - Refuse Collector	8 .42
99810 - Sales Clerk	8 .96
99820 - School Crossing Guard	8 .48
99830 - Survey Party Chief	15 .55
99831 - Surveying Aide	10 .77
99832 - Surveying Technician	12 .71
99840 - Vending Machine Attendant	8 .97
99841 - Vending Machine Repairer	11 .40
99842 - Vending Machine Repairer Helper	8 .97

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) 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

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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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 regrading 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.

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The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

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SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 1

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SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 2

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SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 3

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**SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 4**

Attachment C
Government Furnished Property
and Information
DE-EM0000023

GOVERNMENT FURNISHED PROPERTY AND INFORMATION

Attachment C
 Government Furnished Property
 and Information
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Qty	Description	Serial Number	Brand/Model
1	CPU - QTRACS Primary	2UA5380M1Q	HP/Compaq
1	CPU - Exemption 6	2UA5380M1S	HP/Compaq
1	CPU - Admin1 Support Database	2UA5380M1M	HP/Compaq
1	CPU - TRANSCOM Admin	2UA5380M1L	HP/Compaq
1	CPU - Status Board	2UA5380M1R	HP/Compaq
1	CPU - Exemption 6	2UA5380M1P	HP/Compaq
1	CPU - QTRACS Secondary	2UA5380M1N	HP/Compaq
1	CPU - System Analyst	2UA5380M1T	HP/Compaq
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	CPU Server - transapp1 PROD IAS	USE537N5R5	DL380
1	CPU Server - transdb2	USE537N5R6	DL380
1	CPU Server - transapp2 PROD MAPS	USE537N5R3	DL380
1	CPU Server - transdb1 PROD DB	USE537N5R4	DL380
1	Laserjet Printer 4250 DNT	JPGGL01390	HP
1	Fax Machine SF-560	BACY715761N	Samsung
1	Atomic Timezone Clocks	unavailable	
1	Netscreen-500 I/O Module Ethernet	unavailable	
2	Headset - Plantronics	050606114 050606027	
1	IBM Thinkpad Notebook	78-FK289	Thinkpad
1	Desktop Computer (NCI provided)	98-T5P51 M00YKVJB2N	Del/DHS
1	CPU Server TCC Support Server	336549-002	HP DL320
1	Server (backups COOP)	D241JZG2H593	Compaq DL380-G2

Attachment C
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Qty	Description	Serial Number	Brand/Model
1	Server (backups COOP)	D241JZG2H594	Compaq DL380-G2
1	Laptop (HP)	CNF43016wx	HP Compaq nx9010
1	Laptop (Dell) (evacuation PC)	P/N KX335 A01	Dell/Latitude D360
1	Qualcomm Transponder Unit Active (back-up)	11480	
1	Qualcomm Transponder Unit Active (Primary)	10505	
1	Qualcomm Transponder Unit IMCT	777095	IMCT
1	Qualcomm Transponder Unit IMCT (no cables)	856040	IMCT
1	Digital Camera -Kodak DX6340	KCKCJ31805509	Kodak
1	GPS -Magellan GPS 315	266953	Magellan
1	Uninterrupted Power Supply	2200	Smart
1	Uninterrupted Power Supply	2200	Smart
1	Uninterrupted Power Supply	2200 XL	Smart
1	Cisco 1602 Router		Cisco
1	Cisco 1700 Router		Cisco
1	Hayes Accure Modem	15328	Hayes
1	Astron Power Supply -RS-7A	200080158	Astron
1	Astron Power Supply -RS-7A	200080157	Astron
1	Ergonomic chair		
1	Qualcomm Keyboard for IMCT		
	Qualcomm Keyboard for IMCT (Roof)		
1	Craftsman Ratchet Set w/ case		
1	Ryobi 18 volt Cordless Drill		
1	50 ft Extension Cord		
1	DeWalt Drill Bit Set		
1	Micronta Digital Multimeter		
4	Master Pad Locks /same key		
2	Crescent Wrenches		
9	Craftsman Wrenches		
1	Thorensen Wrench		
1	Thorensen Wrench		
1	Small Wire Stripper		

Attachment C
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Qty	Description	Serial Number	Brand/Model
1	Wire Stripper & cippers		
1	Electro Tek Soldering iron		
1	Magnetic Screwdriver w/ 8 bits		
1	Power Converter		
2	Contico Tool Boxes		
2	rolls of wire		
1	Proctor Slix Toaster Oven		Proctor
1	Western Digital External Harddrive 120 GB (Admin 1)	S/N:WCAL96458693	MDL:WD1200B015
1	Western Digital Caviar SE16 250 GB (700 RPM) (Internal Drive (Admin PC))	S/N: WCALL1550536	MDL:WD2000BB-00GUCO
1	Sharp Carousel Microwave	1512049	Sharp
1	Battery Operated Lamp		Coleman
1	Floor Heater (value \$40.00) Boston	BOR25986	Boston
1	Key Cabinet -	1795	Keysafe
1	Refrigerator 248YW/YB Avanti	S/N:Avanti248YB	Avanti
1	Cell Phone (TCC emergency phone)	505 302 9859	Samsung
1	Work Chair HermanMiller	331-TCC	HermanMiller
1	Work Chair HermanMiller	333-TCC	HermanMiller
1	Office Chair	2075BW69T	HON
1	Projector -	ANEL637R0523	In-Focus
1	Flat Panel Monitor -	2007FPb	Dell
1	All in one printer copier fax	MY74G45035 Pro L7680	HPOfficeJet
1	Wireless Head set -Plantronics CS55	BA889510	Plantronics
1	Wireless Head set -Plantronics CS55	BA885709	Plantronics
1	Belkin PS/2 Interface Module	270607009749	Belkin
1	Belkin PS/2 Interface Module	270607010488	Belkin
1	Belkin PS/2 Interface Module	270607010472	Belkin
1	Belkin PS/2 Interface Module	270607010591	Belkin
1	Belkin PS/2 Interface Module	270607009848	Belkin
1	Belkin PS/2 Interface Module	270607010471	Belkin

Attachment C
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Qty	Description	Serial Number	Brand/Model
1	HP DVD + - R/RW Drive	810HP001817 GSA-T20L	
1	HP DVD + - R/RW Drive	6090479 DV-W28E-R56	HP
1	HP DVD + - R/RW Drive	6090480 DV-W28E-R56	HP
1	HP DVD + - R/RW Drive		HP
1	OnmiView SMB 1X8KMV-over-IP Switch	081002000026 F1DP108G	
1	US Robotics 56k modem		
1	DS clock 625-254		Accwave
1	DS clock 625-255		Accwave
1	DS clock 625-256		Accwave
1	DS clock 625-257		Accwave
1	Accwave DS clock		Accwave
1	Optima Batteries 12 volts - Marine Deep Cycle		9093554
1	Optima Batteries 12 volts - Marine Deep Cycle		9093554
1	Optima Batteries 12 volts - Marine Deep Cycle		9093554
1	Empty Plastic Battery Box Container W16" x H10" x D10"		
1	SOLAR 12 Volt Battery Charger/Monitor/Starter	141 - 291 - 007	
1	Radio Shack Regulated Power Supply Output = 10 AMP 13.8 VDC	22-506	
1	Transponder Unit Inactive	22342	
1	Transponder Unit Active	11181	
1	Transponder Unit Inactivated - Permanent 10/21/05	39997	
1	Transponder Unit Inactivated - Permanent 10/21/05	15035	
1	Transponder Unit Inactivated - Permanent 10/21/05	15929	
1	Transponder Unit Inactivated - Permanent 10/21/05	1807	
1	Transponder Unit Inactivated - Permanent 10/21/05	498	
1	Transponder Unit Inactivated - Permanent 10/21/05	14988	
1	Transponder Unit Inactivated - Permanent 10/21/05	20439	
1	Transponder Unit Inactivated - Permanent 10/21/05	11877	

Attachment C
 Government Furnished Property
 and Information
 DE-EM0000023

Qty	Description	Serial Number	Brand/Model
1	Transponder Unit Inactivated – Permanent 10/21/05	15074	
1	Qualcomm Dome	1102732	
1	Qualcomm Dome	17564	
1	Qualcomm Dome	1301048	
1	Qualcomm Dome	1108453	
1	Qualcomm Dome	18367	
1	Qualcomm Keyboard		
1	Qualcomm Keyboard		
1	Qualcomm Keyboard	-	
1	Qualcomm Keyboard		
1	Weather Guard Box with MCT Parts & Cables	525-5 underbed box	
1	Weather Guard Box with MCT Parts & Cables	525-5 underbed box	
1	Weather Guard Box with MCT Parts & Cables	525-5 underbed box	
1	Weather Guard Box with MCT Parts and cables	525-5 underbed box	
1	Gray transporter cases (Frame and Panels) SkyLine Display Panel	F1000-1	
1	Gray transporter cases (Frame and Panels) SkyLine Display Panel	F1000-2	
1	Wide gray Cabbage case (Fiber Optic unit) SkyLine Display Panel		
1	Electronic Equip Shock Sensitive Box to house Satellite Transponder Units (good for shipping)		
1	Electronic Equip Shock Sensitive Box to house Satellite Transponder Units (good for shipping)		
1	Flexible Solar Battery Charger		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		

TRANSCOM Documents

<i>Number</i>	<i>Name</i>	<i>Rev.</i>
DOE/CBFO-08-3380	TRANSCOM Security Plan	1
DOE/CBFO-08-3381	TRANSCOM Contingency Plan	0
DOE/CBFO-08-3382	TRANSCOM Contingency Procedure	7
<i>TCC Operating Procedures and Policy</i>		
NGTR-HR-001	TCC Project Level Policy	1
NGTR-QA-001	Quality Control Checklist	0
NGTR-OP-001	TRANSCOM2000 Configuration Management Plan	0
NGTR-OP-002	TRANSCOM Process Manual	2
NGTR-OP-DG01	TCC Temporary Closure Notification	0
NGTR-OP-DG02	Set-Up TRANSCOM for User Training	2
NGTR-OP-DG03	Boxing Procedure-Archived Shipment Records	0
NGTR-OP-DG04	Labeling Shipment Files	0
NGTR-OP-DG05	TCC Evacuation Guide	1
NGTR-OP-DG06	Preparing Monthly Operations Report	0
NGTR-OP-DG07	1 st Authentication Change	2
NGTR-OP-DG08	Final Review for Completed Shipment Folders	0
NGTR-OP-DG09	TCC SAIC Script Errors	0
NGTR-OP-DG10	TCC TRCADM Login Locked	0
NGTR-OP-DG11	TCC Support Server	1
NGTR-OP-DG12	Shipment Deviations	Pending
NGTR-OP-DG13	SNF Shipment Preparation	0
NGTR-OP-DG14	TCC Back-Ups	2
NGTR-OP-DG15	Logging in as "User" for troubleshooting	Pending
NGTR-OP-DG16	Outage Notification Process	3
NGTR-OP-DG17	Monthly QC Process	Pending
NGTR-OP-DG18	Shut-Down/Start Up, T2000, Qtracs, & Servers	0
NGTR-OP-DG19	Approval and Setup for New User Accounts	Pending
NGTR-OP-DG20	TCC Troubleshooting	0
NGTR-OP-DG21	User Verification	0
NGTR-OP-DG22	Qualcomm Administrative Actions	Pending
NGTR-OP-DG23	Setting Up Equipment Alternate Location	0
NGTR-OP-DG24	Logging into TRANSCOM Evacuation Notebook	Pending
NGTR-OP-DG26	WIPPRAP Process	Pending

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES

Base Period: One year period of performance starting February 16, 2009 and ending February 15, 2010.

Phase In:

CLIN	SERVICE	FUNDED AMOUNT
0001	Phase In will begin on date of award. Exact time for Phase-In will be negotiated prior to award. The Phase In cost must be equally divided during the Base Period in the Project Management line item.	1 lump sum \$ <u>Not Separately Priced</u>

Performance Requirements:

Line items 0002A, 0003 and 0006 are to be performed on a firm fixed-price basis. Line item 0003 will be performed on a requirements basis. Line item 0002D, 0004, 0005, and 0007 will be performed on a Labor Hour and materials basis and line item 0002B and 0002C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN	SERVICE
0002	Project Management and Administrative Services In accordance with Section C, 6.0 and 6.2 – 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cybersecurity, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0002A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 – 6.6 excluding travel	12	Month	Exemption 4	Exemption 4
0002B	Travel in support of Project Management and Administrative Services	1	Lump Sum	Exemption 4	Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
0002C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
			<u>Total Labor Hours</u>	<u>Composite Labor Rate</u>

0002D IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."

Exemption 4 Exemption 4 Exemption 4

CLIN	SERVICE	QTY	UNIT	PRICE	TOTAL AMOUNT
0003	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 0003 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:
- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
0004	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Major TRANSCOM System Upgrades Pre-priced labor rates	
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4

0005 Materials applicable to System Upgrades.

0006 Firm Fixed Price System Upgrades

0007 Other Task Orders

NOTE: Task Orders under line items 0004, 0005, 0006, and 0007 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 1: One year period of performance starting February 16, 2010 and ending February 15, 2011 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 1001A, 1002 and 1005 are to be performed on a firm fixed-price basis. Line item 1002 will be performed on a requirements basis. Line item 1001D, 1003, 1004, and 1006 will be performed on a Labor Hours and materials basis and 1001B and 1001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN SERVICE

1001 Project Management and Administrative Services
In accordance with Section C, 6.0 and 6.2 - 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

<u>CLIN</u>	<u>SERVICE</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
1001B	Travel in support of Project Management and Administrative Services	1	Lump Sum	Exemption 4	Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

<u>CLIN</u>	<u>SERVICE</u>	<u>QTY</u>	<u>UNIT</u>	<u>CEILING PRICE AMOUNT</u>
1001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Total Price</u>
1001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4		Exemption 4
		<u>Composite Labor Rate</u>		<u>Total Price</u>
		Exemption 4		Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1002	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 1002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
1003	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4
1004	Materials applicable to System Upgrades.	
1005	Firm Fixed Price Systems Upgrades	
1006	Other Task Orders	

NOTE: Task Orders under line items 1003, 1004, 1005 and 1006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 2: One year period of performance starting February 16, 2011 and ending February 15, 2012 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 2001A, 2002 and 2005 are to be performed on a firm fixed-price basis. Line item 2002 will be performed on a requirements basis. Line item 2001D, 2003, 2004, and 2006 will be performed on a Labor Hours and materials basis and line item 2001B and 2001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel

CLIN	SERVICE
2001	Project Management and Administrative Services In accordance with Section C, 6.0 and 6.2 - 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
2001B	Travel in support of Project Management and Administrative Services	1	Lump Sum		Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
2001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Composite Labor Rate</u>
2001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4		Exemption 4
			<u>Total Price</u>	Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2002	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 2002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
2003	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4

2004 Materials applicable to System Upgrades.

2005 Firm Fixed Price Systems Upgrades

2006 Other Task Orders

NOTE: Task Orders under line items 2003, 2004, 2005, and 2006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 3: One year period of performance starting February 16, 2012 and ending February 15, 2013 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 3001A, 3002 and 3005 are to be performed on a firm fixed-price basis. Line item 3002 will be performed on a requirements basis. Line item 3001D, 3003, 3004 and 3006 will be performed on a Labor Hours and materials basis and line item 3001B and 3001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN SERVICE
3001 Project Management and Administrative Services
In accordance with Section C, 6.0 and 6.2 - 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cybersecurity, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

<u>CLIN</u>	<u>SERVICE</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
3001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
3001B	Travel in support of Project Management and Administrative Services	1	Lump Sum		Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

<u>CLIN</u>	<u>SERVICE</u>	<u>QTY</u>	<u>UNIT</u>	<u>CEILING PRICE</u>
3001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Composite Labor Rate</u>
3001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4		Exemption 4
			<u>Total Price</u>	Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3002	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 3002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
3003	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4
3004	Materials applicable to System Upgrades.	
3005	Firm Fixed Price Systems Upgrades	
3006	Other Task Orders	

NOTE: Task Orders under line items 3003, 3004, 3005, and 3006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 4: One year period of performance starting February 16, 2013 and ending February 15, 2014 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 4001A, 4002 and 4005 are to be performed on a firm fixed-price basis. Line item 4002 will be performed on a requirements basis. Line item 4001D 4003, 4004 and 4006 will be performed on a Labor Hours and materials basis and line item 4001B and 4001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN SERVICE
4001 Project Management and Administrative Services
In accordance with Section C, 5.2 - 5.5 and 6.0

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
4001B	Travel in support of Project Management and Administrative Services	1	Lump Sum		Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
4001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39

CLIN	SERVICE	Total Labor Hours	Composite Labor Rate	Total Price
4001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate"	Exemption 4	Exemption 4	Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4002	Monitoring Services In accordance with Section C, 5.1,	1	Lump Sum		Exemption 4

NOTE: Line item 3002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
4003	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4
4004	Materials applicable to System Upgrades.	
4005	Firm Fixed Price Systems Upgrades	
4006	Other Task Orders	

NOTE: Task Orders under line items 4003, 4004, 4005 and 4006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART 1-THE SCHEDULE
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF STATEMENT OF WORK
DE-EM0000023

C001 STATEMENT OF WORK

The statement of work for this contract is at Attachment A.

**PART 1- THE SCHEDULE
SECTION D - PACKAGING AND MARKING
DE-EM000023**

DOO1 MARKING

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document that:
- (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
 - (4) If the delivery is source code or modifications to source code, the document should cite the appropriate revision number of the source code.
- (b) Failure to mark any deliverable may be reason to submit lower ratings on past performance evaluation performed in accordance with H023 entitled "Past Performance Evaluation."

**PART I - THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE
DE-EM0000023**

E001 CLAUSES INCORPORATED BY REFERENCE:

The following clauses are incorporated into this contract by reference and have the same force and effect as if they were incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-07 INSPECTION OF SERVICES - COST REIMBURSEMENT (APRIL 1984)
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E002 INSPECTION AND ACCEPTANCE

- (a) Inspection of all items and or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.
- (b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

**PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA
DE-EM0000023**

F001 CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)

F002 PERIOD OF PERFORMANCE (FEB 2005)

The period of performance for the effort required under this contract is a five year contract if the DOE exercises all options from 1/16/2009 through 1/15/2014.

F003 DELIVERABLES

The tables in this portion identify the documentation and reports required as part of this contract. Defined in Table F-1 are the deliverables required as part of Project Management and Administrative Services (base award). The deliverables required for Task Order services are identified in Table F-2.

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA
DE-EM0000023

Table F-1. Documentation and Reporting Requirements as part of Base Services

Category	Document	Delivery Time/Frequency
General Management	Program Plan	Submit within 180 days of the contract award / updated as needed
	Milestone Schedule/Status	Submit within 60 days of the contract award / updated Monthly
	Program Status report	Submit within 90 days of the contract award / updated Quarterly
Operations	TCC Operations Manual	Submit within 30 days of contract award / updated as needed
	TRANSCOM Security Plan	Submit within 30 days of contract award / updated as needed
	TRANSCOM Contingency Plan	Submit within 30 days of contract award / updated as needed
Technical	Software/hardware Management Report	Submit within 180 days of the contract award / updated every six months
	Configuration Management Plan	Submit within 90 days of the contract award / updated as needed
Customer Service	Annual Customer Survey and Results Report	November 30 / Annual

Table F-2. Documentation and Reporting Requirements as related to Task Order Services

Category	Document	Delivery Time/Frequency
Schedule/ Cost	System Development Scope Estimate	As defined in Task Order
	Cost Management Report	Submitted quarterly, for open task orders, or as defined in Task Order
Technical	Software/hardware Lifecycle Plan	As defined in Task Order
	System Requirements Document	As defined in Task Order
	System Configuration Description	As defined in Task Order
	System Functionality Test Plan	As defined in Task Order
	System Quality Assurance Plan	As defined in Task Order
	System Development Plan	As defined in Task Order
	Testing and Validation Plan	As defined in Task Order
	Test Report	As defined in Task Order
System Source Code	As defined in Task Order	

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA
DE-EM0000023

G001 CORRESPONDENCE PROCEDURES

- (a) In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:
- (b) Technical Correspondence: Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Contracting Officer's Representation (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

Government Program Manager, COR or other duly authorized Government representative:

Steve Casey
Phone: 575-234-7643
Fax: 505-234-7061
Email: steve.casey@wipp.ws

Address: Department of Energy
Carlsbad Field Office (CBFO)
P.O. Box 3090
Carlsbad, NM 88221

- (c) Other Correspondence: Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contracting Officer as the focal point of contact. The Contracting Officer's name, address, phone number, fax number, and email address is as follows:

Arthur L. Welton
Phone: 505-234-7461
Fax: 505-234-7019
Email: art.welton@wipp.ws

Address: Department of Energy
Carlsbad Field Office (CBFO)
P.O. Box 3090
Carlsbad, NM 88221

G002 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005)

- (a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor:
- (b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allow vendors to check the payment status

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of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

- (c) Each invoice shall include the following:
- (1) contract number;
 - (2) contractor name;
 - (3) date of invoice;
 - (4) invoice number;
 - (5) total amount of invoice;
 - (6) period covered or items delivered; and
 - (7) cumulative amount invoiced to date.
- (d) Delivery Payments. Payments made under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."
- (e) Approval of Invoices. The contractor will be paid after approval by the DOE Approving Official.

G003 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES

- (a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.
- (b) The Contracting Officer's Representative(s) (COR) for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s): COR: Steve Casey

G004 TIME AND MATERIALS BILLING

- (a) The contractor must provide have a cost accounting system to track labor hours used when performing under a time and materials work request. The negotiated labor rates shall include the wage rate, fringe, overhead, G&A and profit. The DOE shall only be billed for the actual negotiated labor rated performed. The cost accounting report shall be delivered citing the number of hours performed, the contract line item number used and the work request title and description.
- (b) The labor rates above shall include direct labor rates and fringe benefits at or above the Service Contract Act wage determination plus overhead, general and administrative expenses and profit. The labor rates for the above classifications are provided in the wage determination located in Section J of the solicitation. The Service Contract Wage Determination

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shall be updated for each contract option year. The Contractor shall advise the Contracting Officer if the wage determination is not updated within 30 days of the option period.

- (c) Material costs shall be billed at cost incurred as evidenced by a vendor/supplier billing for determination of fair and reasonableness of price. Documentation shall be provided with each invoice. These documents shall be maintained by the contract until contract close out and this information is subject to audit. There will be no materials handling costs or any other sort of overhead or profit associated with material payments.

G005 MONITORING SERVICES

The Contractor shall bill twice a month using the firm fixed price from the prior billing period's average shipments per month. Included in the invoice will be documentation supporting the average shipments for the prior billing month. The base lump sum amount is the firm fixed price of 101 - 260 shipments per month for the total base period or option period, as applicable. The Government shall fund in excess of this amount for future periods if the amount is expected to exceed 260 shipments. The Contractor shall comply with SCR H027, entitled "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements. The Contractor is not expected to perform without fully funding the base lump sum amount additional amounts and shall comply with SCR H027 to perform in excess of this base amount.

G006 TRAVEL

Travel will not be paid if insufficient funds are not obligated on contract. The Contractor shall comply with FAR clause 52.232-22 entitled "Limitation of Funds" clause and advise the Government if sufficient funding is not obligated to perform the requirement on the applicable line item. All invoices will have supporting data and air travel is preferred to minimize the stay. If road travel is required, the Contractor shall provide a written justification that the road travel is beneficial to the Government by minimizing cost and meeting the travel requirement. Failure to provide reasonable justification may make the expense unallowable.

FUNDING

CLIN	ACCOUNTING DATA	AMOUNT
0002A	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002B	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002C	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002D	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0003	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0004, 0005, 0006, 0007	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
		1,368,000.00

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H001 Commercial Subcontracting (Private/Government)

- a. This TranCom TRANSCOM contract services is for DOE use only. Any use of labor, space or equipment for commercial purposes shall be approved by the DOE Contracting Officer and the use of Government Property for commercial purposes shall comply with FAR 52.245-1, Alternate 1." The lower tier subcontracts shall be for commercial use in subcontracts with either government agencies or commercial businesses. Utilization of the space, Government Property, equipment or labor for commercial purposes shall be in accordance with the following conditions:
- (1) The Contractor shall submit for approval their overall plan for commercial subcontracts with private and other government agencies within 15 business days after request from a private company or other government agency. Such plan shall include a discussion of reasons why or why not the request can be fulfilled and information on the government property management controls required in accordance with FAR 52.245-1, Alternate 1. Subcontractor's plan shall also discuss segregation and control of data from affecting the DOE TRANSCOM database. The costs to perform must be segregated from the costs of DOE work.
 - (2) Contractor shall obtain the Contracting Officer's written approval prior to entering into any commercial subcontract and obtain the Contracting Officer approval for the use of Government Property prior to giving subcontract approval. The Contractor's request for approval shall include the name of the proposed lower-tier subcontractor, a description of the services to be performed, the period of performance, and the subcontract value. It shall also document a fair commercial fee paid to the Government for the use of the Government Property, materials, labor usage, and facility space.
 - (3) The Contractor shall be solely responsible for any uncollectible receivables resulting from its commercial subcontracting efforts. At no time shall the DOE be responsible for uncollectible receivables resulting from subcontractor's commercial subcontracting activities.
 - (4) The Contractor shall be solely responsible and liable for loss or damage to government property as a result of use in commercial subcontracts.
 - (5) The Contractor shall segregate and separately control any equipment provided by other entities for commercial subcontracts.
 - (6) The Contractor shall segregate and separately control all costs for commercial subcontracting incurred through allocation of costs or verification of direct costs as incurred.
 - (7) The Contractor shall ensure that there is always proper segregation and control of data records processed under this subcontract from any commercial subcontract data records.
 - (8) In the performance of this contract, the Contractor is required to provide all other equipment and facilities to perform the scope of

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work not included in the Government Property list. In the event that the Contractor determines commercial subcontracting requires additional government facility space and it becomes available for performance of this contract, the DOE will be entitled to a rental fee for use of the additional space. Contractor owned equipment, space and labor costs not included in the in the negotiated cost of this contract are not subject to this clause.

- (9) The price reduction shall be for labor, materials, equipment and facility space used on commercial contracts. This credit shall be burdened with all elements (i.e. rent, utilities, maintenance, security, etc.) comprising the original prices, including overhead G&A and profit. The price reduction shall be made unilaterally by the Government against the appropriate Program Management line item or against another line as mutually agreed to by the parties.
- (10) The Contractor shall also provide to the Contracting Officer on a quarterly basis a report of actual costs incurred for commercial subcontracts to allow the DOE to review the actual costs against the agreed-upon price reduction. In the event the actual costs are higher than the original price elements, the DOE reserves its right to renegotiate the fee paid to the Government.
- (11) The Contractor shall submit to the Contracting Officer on an annual basis a spreadsheet of every invoice for commercial subcontracts performed during that specific fiscal year to include the name of the entity contracted with, a description of the services performed, the period of performance, hours used in labor and equipment (i.e. allocated or direct), space utilized, and the contract value. The Government reserves its right to review source documents.
- (12) Within the order of precedence for contract clauses, in the event of a conflict between this clause and any other clause, this clause shall have precedence.

H002 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website are hereby incorporated by reference.

H003 ACCESS TO DOR-OWNED OR LEASED FACILITIES

- a. The performance of this contract require that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is suspected of being, a terrorist;

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- (2) is the subject of an outstanding warrant;
 - (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 - (4) has presented false or forged identity source documents;
 - (5) has been barred from Federal employment;
 - (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 - (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- b. The Contractor shall assure:
- (1) In initiating the process for gaining physical access,
 - i. compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE,
 - ii. that the employee properly completes any forms, and
 - iii. that the employee(s) submits the forms to the person designated by the Contracting Officer.
 - (2) In completing the process for gaining physical access, that its employee
 - i. cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and
 - ii. provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the contractor's employee(s), upon
 - (1) the termination of this Contract;
 - (2) the expiration of this Contract;
 - (3) the termination of employment on this Contract by an individual employee; or
 - (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

H004 CONTRACTOR'S PROGRAM MANAGER

- (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 provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative

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support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

- (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.

H005 OBSERVANCE OF NATIONAL HOLIDAYS

- (a) The Government observes the following days as national holidays:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veteran's Day
- (9) Thanksgiving Day
- (10) Christmas Day

Additionally, the Government will observe any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

Applies to Firm-Fixed-Price CLIN(s) only.

H006 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to Carlsbad Field Office, P.O. Box 3090, Carlsbad, New Mexico, 88221. All proposed releases should conform to the requirements of DOE pertaining to the public release of information.

H007 KEY PERSONNEL

- (a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

<u>NAME</u>	<u>TITLE</u>
Exemption 6	Manager
Exemption 6	IT Lead
Exemption 6	Operations Lead

Key Personnel are dedicated full-time to this contract.

- (b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

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H008 GOVERNMENT-FURNISHED FACILITIES AND SERVICES

- (a) During contracting performance, the Government will furnish the Contractor office space for approximately six individuals on an as-required basis. Additional office space may be provided by the Government as the DOE project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.
- (b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems shall be furnished by the Government on an as-required basis. The Government shall also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H009 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS)

- (a) In accordance with FAR clause 52.245-5, "Government Property Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts", as modified by DEAR 952-245-5, the property listed in the Government-Furnished Property, Attachment C, is provided for use in the performance of this contract.
- (b) Reporting Requirements.
1. The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.
 2. The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.
- (c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$3,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

Applies to Time-and-Materials CLIN(s) only.

H010 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

- (a) The contractor is required to comply with the following in accordance with DOE O 221.2, Reporting Fraud, Waste, and Abuse to the Office of Inspector General:
- (1) Notify their 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 appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged

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- wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.
- (2) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
 - (3) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.
 - (4) Report to the QIG OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or
 - (5) Mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.
- (b) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.
- (c) The DOE IG hotline telephone number is 202/586-4073.

H011 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES))

- (a) In performance of the work, the Contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all necessary and reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The Contractor shall participate in all emergency response drills and exercises.
- (b) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR) named in Part I, Section G of the contract. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the COR.
- (c) The Contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the Contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements in the areas of environment, health, and safety required by the local State. The plan shall also include information on the Contractor's responsibility for providing treatment for employees who become ill or are injured in DOE facilities. A copy of the plan shall be provided to the COR within 30 days of the start of work. If the Contractor has a corporate or company-wide ES&H Plan, that plan may be submitted to satisfy the requirement of this clause. At a minimum, the Plan shall address the following elements:
 - (1) Organizational Structure
 - (2) Key personnel and Responsibilities for Safety
 - (3) Safety Training and/or Meetings
 - (4) Safety Inspections and Record Keeping
 - (5) Accident Reporting and Investigation

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(6) Emergency Procedures, Telephone Numbers, and Points of Contact

- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms and conditions of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.
- (e) In the event the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

H012 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

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.

H013 CONTRACTOR IDENTIFICATION SPECIFICATIONS

- (a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.
- (b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

H014 REQUIRED ESCORT-LACK OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE

Until the Contractor receives a Government-issued FOCI clearance, all Contractor personnel may be required be escorted at all times within the DOE complex by an individual designated by the COR.

H015 WAGE DETERMINATION RATES

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination included under Attachment B to this contract which will be updated at the time of any option exercise. If this has not been done, the Contractor shall notify the Contracting Officer."

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H016 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H017 FOREIGN NATIONAL ACCESS TO DOE FACILITIES

DOE Order 142.3 entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference. A foreign national is defined as "an alien. For the purposes of DOE Order 142.3 or its associated Contractor Requirements Document, an alien is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law." The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

H018 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H019 PRECIOUS METALS INVENTORY

On an annual basis, Contractors generating inventory containing precious metals shall identify, inventory, and report such items to the Contracting Officer in accordance with DEAR 945.607-2.

H020 VIOLENCE IN THE WORKPLACE

- (a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any DOE facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.
- (b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 9-911.

H021 CONTRACTOR REQUIREMENTS DOCUMENT (CRD), DOE O 205.1A, Department of Energy Cyber Security Management Program

Regardless of the performer of the work, the contractor is responsible for compliance with the provisions and requirements of this CRD and flowing down CRD requirements to subcontractors at any tier to ensure the contractor's compliance with these provisions and requirements. As directed by the contracting officer, the contractor must meet the following requirements. The contractor must implement and comply with the applicable WIPP Network Program Cyber Security Plan (PCSP) as provided by DOE Management, for all cyber security activities involving unclassified or

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national security information systems; compliance with the PCSP is monitored by DOE Management."

H022 OPTION TASK ORDER REQUIREMENTS

- (a) TRANSCOM System upgrades will be planned, defined, and documented in a System Development Scope Estimate and Proposal. Based upon the complexity and risk of the upgrade, the Contractor shall request a task order that is most appropriate to the defined scope, as determined by using paragraphs (c) and (d) below. Task orders are not included under the "Project Management and Administrative Services" line items.
- (b) TRANSCOM Documentation and reports required for Task Order services are identified in Table F-2. The Contractor shall request a task order that is most appropriate to the defined scope, as determined by using paragraphs (c) and (d) below. Task order services for documentation and reports are not included under the "Project Management and Administrative Services" line items.
- (c) DOE's preference is to award firm fixed price task orders under line items 0006, 1005, 2005, 3005, 4005, 0007, 1006, 2006, 3006 and 4006. The Contractor must justify why the requirement can not be performed using a firm fixed price, and the only acceptable reason is the risk of performance is too high to propose a reasonable price. Under a firm fixed price task order, the risk of performance is the Contractor responsibility and all deliverables must be performed within the negotiated period of performance. The negotiated labor rates under 0004, 1003, 2003 and 4003 will be proposed to determine a technically acceptable number of labor hours to perform the work and the materials required will be proposed to complete the task order. The DOE has the unilateral right to issue an option completion task order if it accepts the proposal or can issue a work request with a ceiling price and negotiate the effort within 15 business days. The Government reserves its right to change the ceiling price to a firm fixed price task order if the Contractor fails to negotiate in good faith within these 15 business days. The Contractor may challenge the firm fixed price in accordance with the SCR H024, entitled "Alternate Disputes Resolution Clause." The DOE reserves its right to negotiate a completion task during negotiations of the proposal, and the Contractor shall provide a revised proposal based upon the agreed upon price to be referenced in the option task order.
- (d) If a time and materials work request is required, the contractor shall bill in accordance with Section G, clause G004, entitled, "Time and Materials Billing" for time and materials work requests. The Contractor shall only propose the negotiated Labor Hour rates included under line items 0004, 1003, 2003, 3003, and 4003 for such work requests, and Materials under line items 0005, 1004, 2004, 3004, and 4004.
- (e) The amount listed as the "Ceiling" for the option line items are "not to exceed" amounts and have nothing to do with authorized work. Any amount not used in one contract period shall roll over to the next period. The Contractor at the end of a contract period will provide the cumulative amount for the contract period and the total amount used to date. There is no guarantee that the ceiling price of the line item this amount will be used. The amount provided is shown as a lump sum, however, this does not mean that the contractor will be paid a lump sum. Only the ceiling price or firm fixed price issued with a work request or task order allows the

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Contractor to perform.

- (f) Payment will be made twice a month as the work is completed on a pro-rated basis allowing the DOE to withhold funds to assure performance in accordance with a completion task order or a level of effort work request. The Contractor shall not exceed the "Ceiling" amount of the work request without prior approval of the Contracting Officer in writing. The Government will not be liable for any costs in excess of the ceiling price unless such prior approval has been obtained. Failure to comply with the ceiling price arrangements in this contract can cause negative comments to be included in past performance evaluation in accordance with clause H023 entitled "Past Performance Evaluation."
- (g) The Government reserves its right to determine whether requirements for these services will be ordered under these line items or done as a separate procurement action. It is not the intent of the Government to guarantee that any or all of this work will be ordered under these line items.

H023 PAST PERFORMANCE EVALUATION

The DOE will submit past performance evaluation into a government database for performance at the end of each contract option period. The DOE expects compliance with the terms and conditions of the contract and endeavors to develop a strong teaming arrangement with its contractors. Performance that exceeds minimum contract requirements at no additional cost to the government will be acknowledged as strongly positive past performance information on the Contractor.

H024 ALTERNATE DISPUTES RESOLUTION

The Carlsbad Field Office and the Contractor intend to work in a strong teaming relationship. In the rare event that a dispute arises, the Contractor shall agree to an alternative dispute resolution (ADR) agreement is entered into by CBFO and the Contractor to establish a procedure to resolve the dispute, if any, that has arisen during the performance of contract.

1. The parties agree to present their positions on this dispute to a mediation panel or arbitration consisting of a neutral advisor, to be named in the event of a dispute. Following the presentations in the mediation or arbitration, the panel will enter into negotiations to arrive at a fair settlement of the dispute. During this ADR proceeding, the principals will have full authority to alter the procedure or to schedule additional meetings as they find necessary to reach a settlement of the dispute.
2. This ADR proceeding will be held at a location to be determined by mutual agreement of the parties.
3. Prior to the ADR proceeding, the parties will cooperate with each other in exchanging all documents that are relevant to the dispute and in permitting reasonable review of each other's contract files. They will also permit interviews of two key personnel for a period of no longer than four hours each. Before the ADR proceeding on a date agreed to by both parties, each party will send the following documents to the arbitrator or the neutral advisor and the two principals:
 - a. A position paper summarizing the arguments of the party. This size of the paper shall be negotiated before the proceeding and will exclude charts and tables.

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- b. All documents that is relevant to the dispute. The parties will cooperate in selecting documents to avoid duplication between the submissions of each party.
 - c. A list of the issues to be determined by the arbitrator or mediation panel. The parties will make every effort to submit a joint list of issues in the order that is most logical for presentation to the panel.
 - d. A list of witnesses and participants in the ADR proceeding.
4. The ADR proceeding will be conducted using the following procedures:
- a. Each party will make an opening statement of no longer than 2 hour(s). The first statement will be made by the proponent of the major elements of the dispute.
 - b. Each issue will be discussed using a round table discussion technique. Each party will make its key employees and consultants available to participate in this discussion. In the discussion, the proponent of the issue will make a brief presentation of its position on the issue. The other party will then make a brief presentation of its defense. The neutral advisor or arbitrator will then moderate a discussion -- calling on participants from each side as they request to address the issues in question. There will be no side discussions and no participant will speak until called on by the neutral advisor or arbitrator. The goal of this discussion is to fully develop all information relevant to the determination of the facts of the dispute and the precise position of each party. All participants will refrain from statements that are unduly argumentative or contentious.
 - c. The proceedings will not be recorded and witnesses will not be sworn. However, all participants will be expected to be forthright in their statements and to be fully open and honest in their dealings with each other.
 - d. Attorneys may participate in the discussion and may call on other personnel when necessary to ensure that they contribute their knowledge to the discussion. Attorneys will not cross-examine witnesses of the other party.
 - e. Following the round table discussions, each party may summarize its position in a statement no longer than ¼ hour. The parties may, by mutual agreement, waive these statements.
5. Following the proceedings described in Paragraph 4, the principals and the neutral advisor or arbitrator will meet to negotiate a settlement that is fair to both parties. The principals may conduct these discussions with or without the neutral advisor or arbitrator. The principals may also request the neutral advisor or arbitrator to present his views on any issues or to propose resolution of one or more of the issues in dispute. Either principal may request a private, confidential meeting with the neutral advisor or arbitrator to discuss possible settlement positions, and the neutral advisor or arbitrator will not reveal any confidential information to the other party, unless authorized to do so. Either principal may adjourn the meeting at any time to caucus with his team, but all parties will endeavor to keep the negotiations active until a settlement has been reached. If settlement is not reached within the time allotted for this proceeding, the principals may request that the neutral advisor or arbitrator formulate a proposed settlement that is fair to each party. The principals may also continue negotiations for any period that is deemed to be desirable.
6. If settlement is reached, either party may call for the neutral advisor or arbitrator to prepare a report documenting the settlement and stating his conclusions as to its merits. Any such report will be delivered to each

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- party promptly after it is requested. This report may be used by either party to justify the settlement within its own organization.
7. This entire process is a settlement negotiation and all offers, promises, conduct, or statements made in this ADR proceeding are confidential and shall be inadmissible in any subsequent litigation (including proceedings before a board of contract appeals) of the disputes covered by this agreement. All written materials created specifically for this proceeding are also confidential and inadmissible in subsequent litigation. However, if settlement is reached, any such statements and written material may be used to justify and document the contract modification embodying the settlement.
 8. The neutral advisor or arbitrator will treat the subject matter of this proceeding as confidential and refrain from disclosing any of the information exchanged to third parties. The neutral advisor or arbitrator is disqualified as a witness, consultant, or expert for either party in any matter relating to the disputes covered by this agreement.
 9. The fees of the neutral advisor or arbitrator and the cost of the meeting room will be shared equally by the parties. Each party will bear all other costs of this proceeding.
 10. Either party may terminate the Alternate Disputes proceeding at any time for any reason.
 11. Binding or nonbinding arbitration can be added to this agreement if the parties want the neutral advisor or arbitrator to write a decision in the event that they fail to negotiate a settlement. If this is desired, the following paragraph can be added to the agreement (with appropriate alteration depending on whether the arbitration decision is to be binding or nonbinding):
 12. If settlement is not reached, upon the agreement of the principals that settlement is not possible, the neutral advisor or arbitrator will render a decision within 14 days. This decision shall be binding on both parties to this dispute unless either principal rejects the decision with 10 calendar days. Either party may reject the decision of the neutral advisor or arbitrator without stating any reason for such rejection unless both parties agreed to binding arbitration in which case the arbitrator decision is final and neither party can reject the decision

H025 TITLE TO TRANSCOM SYSTEM SOFTWARE

The Contractor understands and agrees that the TRANSCOM software and processes for use of TRANSCOM Services were developed using Government funds. The Government has rights to use this software and the associated processes and all modifications thereto for government purposes. The Contractor shall request for approval from the DOE Contracting Officer before investing its own funds or resources into modifying the software or the use procedures for commercial purposes of for other Government contracts. In any event, any modification to the software or procedures shall be available for government use since the software and processes were initially developed using government funds. These requirements shall be flowed down to the Contractor's team member and all subcontractors. In no instance shall the Contractor make available to any entity other than DOE, the TRANSCOM system source code without prior written consent from both the Contracting Officer and the Contracting Officers Representative.

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H026 EMPLOYEE BENEFITS PROGRAM AND TEAMING AGREEMENT

The Contractor shall develop an employee benefits program comparable to its teaming partner. The teaming agreement between the Contractor and Netgain Corporation is hereby incorporated into the contract by reference.

H027 FIRM FIXED PRICE MONITORING SERVICES

The Contractor will bill in accordance with clause G005 entitled, "Monitoring Services." The Contractor shall propose a firm fixed price including the number of labor hours required for any additional personnel that are required to perform at the mid-point of the sliding scale ranges of contract line items 0003, 1002, 2002, 3002 and 4002, including justification of Contractor risk associated with managing this level of effort requirement. The fixed price amount shall include fringe benefits, overhead, G&A and profit. This price excludes all costs under the Program Management line items.

The Government will fund at the baseline value of 101-260 shipments per month for the total contract period, which is defined as the fully funded base-line amount. This amount meets DOE requirements for the contract period, and the Contractor must meet DOE requirements at all times and shall have personnel available to meet requirements in excess of the base amount within thirty (30) business days after written notification from the Contracting Officer or if funds are fully obligated on contract in excess of the fully funded baseline amount.

The Government shall fully obligate shipments in excess of the fully funded base-line amount for a specific period of time for the contract period. The Contractor shall invoice against excess shipments only if the rate per month for excess shipments is fully obligated and shipments fall within that range. If funds are not obligated to fully fund a month in excess of the baseline value, the Contractor shall not perform the monitoring and shall immediately notify the Contracting Officer. The contractor shall provide a detailed shipping projection report forty-five (45) days before a change to the baseline value to assure that the Government contract obligations are fully funded.

NOTE: The Contractor shall not monitor excess shipments if not fully funding above the fully funded base-line amount (i.e. the Contractor shall not use future funding from the base amount which has been obligated for the contract period to monitor excess shipments at any higher scale range at any time during the performance of the contract). The Contractor shall notify the Contracting officer immediately if funds are not available to perform. Failure to meet this requirement may cause the Contractor to be in default of contract requirements.

H028 TRAVEL IN SUPPORT OF MANAGEMENT

- a) The Program Manager is expected to work at the Carlsbad Facility unless approved by the Contracting Officer. If approved, the Program Manager must work at the Carlsbad Facility a minimum of four days a month and as required to manage the contract and for training when required; The Program Manager shall be available by videoconference or telecom at TRANSCOM Users Group meetings, supporting DOE at technical meetings and stakeholder interactions as required. Any travel expenses, video conferencing costs or teleconferencing costs shall be included in the firm fixed price of the

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- contract, and cannot be charged in the contract line item for travel in support of "Project Management and Administrative Services."
- b) Travel is primarily for the purposes of training, TRANSCOM Users Group meetings, supporting DOE at technical meetings, and stakeholder interactions. The majority of TRANSCOM-user training should be performed at the DOE Carlsbad or Albuquerque Facilities. Travel will be only approved if the Contractor supports that having the training at another location is in the best interest of the Government. Failure to receive Contracting Officer approval before travel may make the travel costs unallowable. All authorized travel expenses are paid as a direct cost for employee travel and no additional overhead, G&A or profit is allowed on this expense except for payment of a transaction fee of 8% to cover G&A. Payment of travel and per diem shall be in accordance with Federal Travel Regulations. Documentation in support of billing for travel shall be in accordance with clause G006 entitled, "Travel."

H029 PROGRAM MANAGEMENT AND ADMINISTRATIVE SERVICES

Included herein are software management costs. If quality levels are not met in maintaining the software, the Contractor shall inform the Contracting Officer's Representative and the Contracting Officer in writing. The software maintenance shall include continuous maintainability, program de-bugging, adhering to cyber-security requirements, programming refinements, and updates.

This does not include adaptation to different software, addition of new software or hardware, nor major system upgrades or reporting deliverables as identified in F2. These excluded costs are defined as software upgrades or other task orders that will be performed in accordance with clause H022 entitled, "OPTION TASK ORDER REQUIREMENTS."

H030 EQUITABLE ADJUSTMENTS FOR SYSTEM FIXES

Reserved

H031 SECTION 508, ELECTRONIC INFORMATION TECHNOLOGY (EIT)

Section 508 of the Rehabilitation Act Amendments of 1998 (29 U.S.C. § 794 (d)) was enacted in the Workforce Investment Act of 1998. Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Contractor shall determine if EIT is commercially available or if software can be developed to meet this requirement and shall provide this information to the Government before any hardware purchase or any major systems upgrade. The Government will make a decision regarding Section 508 before this effort is performed.

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The Government has determined that the TRANSCOM system relies upon a visual interface which is critical to its performance. For the hearing-impaired, the TRANSCOM system can be used without audio aids while maintaining full functionality. The software applications that support the TRANSCOM system are compatible with electronic viewing aids, such as screen magnifiers and screen readers. One of the TRANSCOM system attributes is a mapping application. Since the majority of the information is graphical in nature, it does not allow for text-based descriptions of every data-point on the map. As much as reasonable, the status screen for shipments provides a text description of the position as related to the nearest geographical location (town/city, and State). When performing TRANSCOM system upgrades (as defined in clause H022, the Contractor shall work with the Government to increase the level of accessibility required by Section 508 by providing costs estimates so that the Government can make a determination on meeting these requirements.

H032 Composite Labor Rate

The Contractor will invoice at the composite labor rate in line items 0002D, 1001D, 2001D, 3001D and 4001D for each productive labor hour. A productive labor hour is one productive labor hour of effort performed by any individual performing effort under these line items. The invoice submitted will calculate the actual average labor rate used and will invoice and be reimbursed at the composite labor rate per productive labor hour. The ceiling price and ceiling labor hours are 75% of the total price and total labor hours, respectively, and the Contractor can not exceed the ceiling price or the ceiling labor hours without prior written approval of the Contracting Officer. Remaining funds not authorized for maintenance effort included under these line items shall be set aside for system upgrades under line items 0004, 0005, 0006, 0007, 1003, 1004, 1005, 1006, 2003, 2004, 2005, 2006, 3003, 3004, 3005, 3006, 4003, 4004, 4005 and 4006.

H033 Supplemental Information for FAR Clause 52.204-9 (E-Verify System).

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility Verification Program, is an Internet-based system operated by DHS U.S. Customs and Immigration Service (USCIS), in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

Before an employer can use the E-Verify system, the employer must enroll in the program and agree to the E-Verify Memorandum of Understanding (MOU) required for program participants. The terms of the MOU are established by USCIS and are not negotiated with each participant. In consenting to the MOU, employers agree to abide by current legal hiring procedures and to ensure that no employee will be unfairly discriminated against in the use of the E-Verify program. Violation of the terms of the MOU by the employer is grounds for termination of the employer's participation in the E-Verify program.

Current law [8 U.S.C. 1324a(b)] requires all employers in the United States to complete an Employment Eligibility Verification Form (Form I-9) for each newly hired employee to verify each employee's identity and employment eligibility. Under this final rule, Federal contractors will additionally enter the worker's identity and employment eligibility information into the E-Verify system, which

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checks that information against information contained in SSA, USCIS, and other Government databases.

SSA first verifies that the name, social security number (SSN), and date of birth are correct, and, if the employee has stated that he or she is a U.S. citizen, confirms U.S. citizen status through its databases. If the system confirms identity and U.S. citizenship, and there are no other indicators that the information is not correct, SSA confirms employment-eligibility. USCIS also verifies through database checks that any non-U.S. citizen employee is in an employment-authorized immigration status.

If the information provided by the worker matches the information in the SSA and USCIS records, no further action will be required. E-Verify procedures require only that the employer record on the Form I-9 the verification identification number and the result obtained from the E-Verify query or print a copy of the transaction record and retain it with the Form I-9. Form I-9 becomes effective April 3, 2009.

If SSA is unable to verify information presented by the worker, the employer will receive an "SSA Tentative Nonconfirmation" notice. Similarly, if USCIS is unable to verify information presented by the worker, the employer will receive a "DHS Tentative Nonconfirmation" notice. Employers can receive a tentative nonconfirmation notice for a variety of reasons, including inaccurate entry of information by the employer into the E-Verify website, and changes in the worker's name or immigration status that the worker has not updated in the SSA database searched by the E-Verify system. If the individual's information does not match the SSA or USCIS records, the employer must provide the worker with a written notice generated by the E-Verify system, called a "Notice to Employee of Tentative Nonconfirmation".

The worker must then indicate on the notice whether he or she contests or does not contest the finding reflected in the tentative nonconfirmation that he or she appears unauthorized to work, and both the worker and the employer must sign the notice. If the worker chooses to contest the tentative nonconfirmation, the employer must print a second notice generated by the E-Verify system, called a "Referral Letter," which contains information about resolving the tentative nonconfirmation, as well as the contact information for SSA or USCIS, depending on which agency was the source of the tentative nonconfirmation. The worker then has eight (8) Federal Government workdays to visit an SSA office or call USCIS to try to resolve the discrepancy. Under the E-Verify MOU, if the worker contests the tentative nonconfirmation, the employer is prohibited from terminating or otherwise taking adverse action against the worker while he or she awaits a final resolution from the Federal Government agency. If the worker fails to contest the tentative nonconfirmation, or if SSA or USCIS is unable to resolve the discrepancy, the employer will receive a notice of final nonconfirmation and the worker's employment may be terminated.

Participation in E-Verify does not exempt the employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws. However, the following modified requirements apply by reason of the employer's participation in E-Verify: (1) Identity documents used for verification purposes must have photos (except as discussed below with respect to accommodations); (2) if an employer obtains confirmation of the identity and employment eligibility of an individual in compliance with the terms and conditions of E-Verify, a rebuttable presumption is established that the employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the

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hiring of the individual; (3) the employer must notify DHS if it continues to employ any employee for whom the employer has received a final nonconfirmation, and the employer is subject to a civil money penalty between \$500.00 and \$1,000.00 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) if an employer continues to employ an employee after receiving a final nonconfirmation and that employee is subsequently found to be an unauthorized alien, the employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of Immigration and Nationality Act (INA) section 274A(a); and, (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith reliance on information provided through the confirmation system.

H-34 Wage Rates Approved Above Service Contract Act Wages

The negotiated proposal with a total contract value of \$7,811,833.67 is incorporated into the contract. Sixty days after award or issuance of an option period, the Contractor shall report the wage rates paid and list all other fringe rates including health coverage, bonuses, etc. These rates will be compared against the proposal rates with a discussion of any differences over one percent above or below. Both parties agree that payment of competitive wages is a benefit to the TRANSCOM contract, and compliance with competitive wages may be considered in issuing any option period on this contract.

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The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (JUL 2004)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, 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 (SEP 2007)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (Dec 2007)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- 52.204-09 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)
(see Clause H033)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALT -I)
- 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999) Insert: '15'
- 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Insert into paragraph (a) '1-day' and '15-days'; Insert into Paragraph (c): '5-years'
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)
Insert into paragraph (c), (d), and (f) 'U.S. Department of Energy'
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.219-17 SECTION 8(a) AWARD (DEC 1996)
Insert into paragraphs 2, 4 and f(c) the contracting agency as follows: 'Department of Energy, Carlsbad Field Office'
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
- 52.222-03 CONVICT LABOR (JUN 2003)
- 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)
- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
- 52.223-02 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-03 PATENT INDEMNITY (APR 1984)
- 52.227-14 RIGHTS IN DATA -GENERAL (DEC 2007)
- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
- 52.228-02 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-05 INSURANCE --WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- 52.232-01 PAYMENTS (APR 1984)
- 52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-22 LIMITATION OF FUNDS (APRIL 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES - FIXED PRICE (AUG 1987) - ALT II (APR 1984)
- 52.243-03 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is '30 days'
Para (d), Number of calendar days is '30 days'
- 52.244-02 SUBCONTRACTS (JUN 2007)
Para (e), approval required on subcontracts to: 'TBD'
Para (k), Insert subcontracts evaluated during negotiations. 'TBD'
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
- 52.245-01 GOVERNMENT PROPERTY (JUNE 2007) (see Attachment C)
Modify FAR 52.245-1 by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in the first sentence of paragraphs (e) (1) and (e) (2) of the clause
- 52.246-02 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
- 52.246-04 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

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- 52.246-06 INSPECTION - TIME AND MATERIAL AND LABOR HOUR (MAY 2001)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)
- 52.248-01 VALUE ENGINEERING (FEB 2000)
- 52.249-02 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

Following Department of Energy Acquisition Regulation clauses incorporated by reference:

- 952.202-01 DEFINITIONS (JAN 2005)
- 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
- 952.204-02 SECURITY (MAY 2002)
- 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)
- 952.208-70 PRINTING (APR 1984)
- 952.215-70 KEY PERSONNEL (DEC 2000)
- 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
- 952.226-72 ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)
- 952.242-70 TECHNICAL DIRECTION (DEC 2000)
- 952.245-02 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
Modify FAR 52.245-1 by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in the first sentence of paragraphs (e)(1) and (e)(2) of the clause.

The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.252-02 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 this/these address(es): <http://farsite.hill.af.mil>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES IN FULL TEXT

952.204-77 COMPUTER SECURITY (AUG 2006)

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(a) Definitions.

(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

(b) Access to DOE computers. A contractor shall not allow an individual to have access to information on a DOE computer unless:

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and,

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)

(a) For the purposes of this clause,
(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
(2) Employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public,

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and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

(1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.

(2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.

(3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.

(4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.

(5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

(6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

(c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:

(1) Define the scope of work;

(2) Identify and analyze hazards associated with the work;

(3) Develop and implement hazard controls;

(4) Perform work within controls; and

(5) Provide feedback on adequacy of controls and continue to improve safety management.

(d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the

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integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

(e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

(f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(i) The contractor shall include a clause substantially the same as this clause its subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)

(a) Definition. Eligible employee means a current or former employee of a

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contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

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;"

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(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 Special Contract Requirements clause H024 entitled "Alternate Disputes Resolution."

**SECTION J - LIST OF CONTRACT ATTACHMENTS
DE-EM000023**

ATTACHMENT

TITLE

**ATTACHMENT A
ATTACHMENT B
ATTACHMENT C**

**STATEMENT OF WORK FOR TRANSCOM SERVICES
SCA WAGE DETERMINATION
GOVERNMENT FURNISHED PROPERTY AND INFORMATION**

Statement of Work

1.0 INTRODUCTION

The US Department of Energy (DOE) -Carlsbad Field Office (CBFO) is acquiring services to operate and manage the TRANSCOM Communications Center (TCC) located in Carlsbad, New Mexico.

2.0 DEFINITIONS

“Maintenance” – includes system fixes and updates, inclusive of limited system changes, programming that prevents or deters system failure, response to emerging circumstances and situations; change to a parameter, system setting or feature, system attribute, user-account management, addition of WIPP-Routes (geo-fencing), addition of software service packs or support patches, or any routine functions (data input) that are part of TCC operations.

“Upgrade” – changes that require unique programming on: Oracle database; browser-client application; Java program; mapping program; or interface with the Qual-Comm system. Upgrades will be handled as Task Orders in accordance with SCR H022.

3.0 BACKGROUND

CBFO is responsible for the management of the TRANSCOM satellite shipment monitoring and communications system. TRANSCOM is the primary communication and monitoring system for all DOE “high visibility” radioactive shipments. TRANSCOM is an unclassified system. TRANSCOM has tracked over 12,000 shipments since inception in 1992.

The TCC monitors DOE shipments on a 24/7 (twenty-four hours per day, seven days per week) schedule when needed and will require an Operations Manager and a staff of system operators.

4.0 SCOPE

The primary scope is the management and operational services for the DOE-CBFO TCC. These services will include aspects of tracking and communicational operations for high-visibility shipments. The secondary scope is the development of newer versions of the TRANSCOM system that capture functional improvements and changes in commercial hardware and operating systems.

5.0 APPLICABLE DOCUMENTS

The contractor shall adhere to the following documents in accordance with paragraph 5.0, Technical Requirements.

Document Type	Document No.	Title
DOE Order	150.1	Continuity Programs
DOE Order	205.1	DOE Cyber Security Management Program
DOE Order	460.2	Departmental Materials Transportation and Packaging Management
DOE Order	460.1	Packaging and Transportation Safety
DOE Manual	460.2	Radioactive Material Transportation Practices
DOE Policy	470.1	Integrated Safeguards and Security Management (ISSM) Policy
DOE Manual	470.4-4	Information Security
DOE Manual**	470.4-5	Personnel Security
Policy and Guidance	n/a	Western Governors' Association WIPP Transportation Safety Program Implementation Guide
Plan	DOE/WIPP 98-3103	Waste Isolation Pilot Plant Transportation Plan
Plan	DOE/WIPP 07-3353	CBFO General Support System Accreditation Boundary: System Security Plan
Plan	DOE/CBFO 08-3380	TRANSCOM Security Plan
Plan	-	TRANSCOM Communication Center Contingency Plan

** Only applicable if personnel are required to obtain a security clearance

6.0 OPERATIONS, ADMINISTRATIVE, AND TECHNICAL SERVICES

The contractor shall provide the operational, administrative, and technical effort in the work areas listed below in accordance with the approved work schedule. The work schedule includes the monitoring of shipments from the following:

- Loaded and empty shipments to and from WIPP
- High visibility
- SNF (Spent Nuclear Fuel)
- Other shipments, as authorized

6.1 TRANSCOM Operations

The contractor shall operate and manage the TCC on a 24/7, or as needed basis in accordance with the following paragraphs:

6.1.1 Staff and maintain TRANSCOM Equipment.

6.1.1.1 Ensure backup equipment is kept in working order and can be used when needed

6.1.1.2 Ensure communications devices, including fax machines, hardwire phones, and mobile phones are maintained at all times and are serviced as needed.

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TRANSCOM Communications Center (TCC) Support
Statement of Work
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6.1.2 Maintain sufficient staff to provide for management, system operations, and TRANSCOM production system trouble-shooting, future TRANSCOM system development, and modifications to existing program for Computer Based Training.

6.1.2.1 Pre-shipment Operations

6.1.2.1.1 Provide TRANSCOM account access to the shippers upon authorization from the CBFO TRANSCOM Program Manager.

6.1.2.1.2 Provide system access and tools for scheduling shipments, and shipment data (e.g. BOL information) in TRANSCOM.

6.1.2.1.3 Complete TCC shipment specific checklists

6.1.2.2 Shipment Monitoring Operations

6.1.2.2.1 Maintain and monitor satellite tracking software and related services

6.1.2.2.2 Ensure updates are pushed to web application

6.1.2.2.3 Set shipment specific security parameters

6.1.2.2.4 Ensure shipment specific information is available to authorized users-maintain help desk

6.1.2.3 Post-shipment Operations

6.1.2.3.1 Follow shipment checklist

6.1.2.3.2 Complete shipment report

6.1.2.3.3 Input post-shipment information into database

6.1.2.3.4 Per the established record retention schedule, disposition electronic records by archiving the salient shipment data and information that is unique to the operations of the TCC

6.1.3 Provide technical support for TRANSCOM Users, which includes assisting users with procedural and software/hardware installations and troubleshooting problems associated with accessing the TRANSCOM system.

6.1.4 Maintain 24-hour notification for user support via pager or cell phone. See Section 6.3.

6.1.5 Provide support to DOE Program Offices in the preparation of shipment transportation plans and schedules.

6.1.6 Provide support to DOE Program Offices in the development and implementation of shipment tabletop exercises.

6.1.7 Coordinate as required all tracking arrangements with the carriers and the CBFO TRANSCOM Program Manager on scheduled shipments.

6.1.8 Assist carriers via telephone or in person, whichever is most cost effective in trouble-shooting transponder equipment.

6.2 Administrative Services

6.2.1 Provide monthly milestone schedule/status reports to the CBFO TRANSCOM Program Manager.

6.2.2 Provide support to the CBFO TRANSCOM Program Manager for: document reviews; performing assessments; preparing presentations; participation in meetings; participation in conferences, demonstrations, and workshops; preparing reports; and preparing papers.

6.2.3 Develop and implement an annual customer survey to obtain feedback from TRANSCOM system users. Provide results in writing to CBFO on, or before November 30 of each year.

6.2.4 Planning and coordination of an annual TRANSCOM Users Group Meeting; location and timing of such meeting should be considerate of travel from the eastern and western continental U.S., seasonal events and influences, in cities with appropriate travel access, and lodging accommodations consistent with GSA rate schedules.

6.3 Equipment Control

6.3.1 Provide a mobile phone or pager for the TRANSCOM Operations Manager and for Personnel on 'standby' status.

6.3.2 Maintain an emergency mobile phone for the TCC in the event of an evacuation or complete loss of supplied power.

6.4 Training

6.4.1 Provide personnel and materials for TRANSCOM training courses as required by the TRANSCOM Security Plan and the CBFO TRANSCOM Program Manager.

6.4.2 Develop TRANSCOM training lessons that can be made available on computer with interactive tutorials.

6.4.3 Provide shipper/scheduler training, as needed

6.4.4. Training classes will be offered each quarter at DOE Facilities, rotating between Carlsbad and Albuquerque.

6.4.5 Training sessions, based upon demand, will be made available at two additional locations during the year to cover the western and eastern portions of the U.S. in accordance with allowances identified in H028.

6.5 System Maintenance

6.5.1 TRANSCOM Application Maintenance

6.5.1.1 Addition or modification of system features (e.g. simple mapping enhancements)

6.5.1.2 Geofencing for added WIPP routes to ensure position descriptions and route deviation alarms. Geofencing for other types of shipments will be handled as a system "upgrade" as defined in 7.0.

6.5.2 Software/hardware Management, Maintenance and Updates

6.5.2.1 Software/hardware Lifecycle Plan should identify the lifecycles for system components, as well as describing the general approach for managing the phase-out and replacement.

6.5.2.2 Software/hardware Management Reports should be provided twice per year and describe any pending issues, troubleshooting, debugging, and updates performed during the reporting period.

6.5.2.3 Complete installations/updates as defined in the System Configuration Plan, and as needed to keep current with Operating Systems, internet browsers, Oracle, Java, network applications, and required security software.

6.5.2.4 Manage Database and system linkages as necessary

6.5.2.5 Perform troubleshooting and problem resolutions as necessary

6.5.3 Provide End User and Operational Support

6.5.3.1 Second Line technical support to system users

6.5.3.2 TCC staff should be responsive to TRANSCOM system inquiries and be able to assist in trouble-shooting issues. Unresolved users issues should be logged and resolved by System Analyst or Engineer, if tied to the TRANSCOM System.

6.5.4 Urgent system fixes to emerging circumstances or situations

6.6 Technical Oversight, Planning & Security Issues

**Attachment A
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6.6.1 Evaluate and make recommendations on hardware and software within the Software/hardware Management Report.

6.6.2 Review existing systems, processes, & procedures for problem areas, and correct as appropriate

6.6.3 Evaluate new technologies and techniques to assist in efficient operation of the TCC

6.6.4 Maintain and implement the TRANSCOM Security Plan, covering operations, cyber-security, and physical security.

6.6.5.1 Perform background verifications for new individual user accounts upon initial request. These should be performed to ensure only trusted personnel are granted change/add access to the TRANSCOM system. Under existing circumstances, "read-access" will not require additional verification.

6.6.5.2 Users with individual accounts that possess a security clearance (L, Q, secret, top secret) will not require additional verification.

6.6.5.3 At a minimum, 20% of the individual "write-access" accounts (use of random selection) should be verified annually.

6.6.5.4 Background checks may be performed at any time when information indicates a potential security risk with a group or individual.

6.6.5.5 Any time an individual or group account shows inappropriate activity, the instances should be logged and the account TSAR or individual should be contacted. If the activity persists, the account may be inactivated.

7.0 System Development

7.1 TRANSCOM System Development, known as "Upgrades" are defined in Section 2.0 of this Statement of Work, and described in Section H022.

7.2 Upgrade work must be defined in advance, and evaluated for level of effort and cost to determine how the work is categorized (see 2.0 DEFINITIONS). The Contracting Officer must approve the cost, scope, and schedule for all system upgrades.

7.3 TRANSCOM system upgrades will be developed outside of the production instance to allow testing and debugging that will not compromise the production version. When undertaking a system upgrade, a System Development Plan must define the development process, including the work breakdown structure, predecessor and dependent tasks, and the transition and implementation activities.

7.4 If changes are needed to the System Requirements Document, or the System Configuration Plan, these should be revised in conjunction with the completion and implementation of the upgrade.

7.5 All upgrades will be preceded by a System Development Plan, and a Testing and Validation Plan. These plans must be provided to the CBFO TRANSCOM Program Manager before initiating work.

7.6 A beta-version will be made available to users to test and evaluate the compatibility of the system upgrade. Feedback will be used to make refinements to the system prior to release.

8.0 DELIVERABLES

The contractor shall provide deliverables in accordance with the Reporting Requirements Checklists as identified in Section F.

Attachment B
REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
DE-EM0000023

SERVICE CONTRACT WAGE DETERMINATION
FOR
BASE PERIOD

Attachment B
 REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 DE-EM000023

<p style="text-align: center;">REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p> <p style="text-align: center;">Shirley F. Ebbesen Division of Wage Director Determinations</p>	<p style="text-align: center;">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</p> <p style="text-align: center;">Wage Determination No.: 2005-2511 Revision No.: 7 Date of Last Revision: 08/27/2008</p>
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States: New Mexico, Texas

Area: New Mexico Counties of Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra
 Texas Counties of Culberson, El Paso, Hudspeth

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11 .59
01012 - Accounting Clerk II	13 .49
01013 - Accounting Clerk III	15 .70
01020 - Administrative Assistant	17 .23
01040 - Court Reporter	12 .97
01051 - Data Entry Operator I	8 .70
01052 - Data Entry Operator II	10 .07
01060 - Dispatcher, Motor Vehicle	13 .09
01070 - Document Preparation Clerk	11 .19
01090 - Duplicating Machine Operator	11 .19
01111 - General Clerk I	9 .26
01112 - General Clerk II	10 .10
01113 - General Clerk III	11 .35
01120 - Housing Referral Assistant	14 .58

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01141 - Messenger Courier	8 .20
01191 - Order Clerk I	9 .78
01192 - Order Clerk II	11 .20
01261 - Personnel Assistant (Employment) I	11 .64
01262 - Personnel Assistant (Employment) II	13 .33
01263 - Personnel Assistant (Employment) III	14 .54
01270 - Production Control Clerk	14 .00
01280 - Receptionist	8 .71
01290 - Rental Clerk	9 .74
01300 - Scheduler, Maintenance	11 .49
01311 - Secretary I	11 .49
01312 - Secretary II	12 .97
01313 - Secretary III	14 .58
01320 - Service Order Dispatcher	11 .49
01410 - Supply Technician	17 .23
01420 - Survey Worker	13 .70
01531 - Travel Clerk I	10 .63
01532 - Travel Clerk II	11 .36
01533 - Travel Clerk III	12 .10
01611 - Word Processor I	12 .06
01612 - Word Processor II	13 .54
01613 - Word Processor III	15 .14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	15 .63
05010 - Automotive Electrician	14 .67
05040 - Automotive Glass Installer	13 .69
05070 - Automotive Worker	13 .69
05110 - Mobile Equipment Servicer	11 .73
05130 - Motor Equipment Metal Mechanic	15 .63
05160 - Motor Equipment Metal Worker	13 .69
05190 - Motor Vehicle Mechanic	16 .49
05220 - Motor Vehicle Mechanic Helper	10 .75

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05250 - Motor Vehicle Upholstery Worker	12 .70
05280 - Motor Vehicle Wrecker	13 .69
05310 - Painter, Automotive	14 .67
05340 - Radiator Repair Specialist	13 .69
05370 - Tire Repairer	11 .33
05400 - Transmission Repair Specialist	15 .63

07000 - Food Preparation And Service Occupations

07010 - Baker	10 .51
07041 - Cook I	9 .61
07042 - Cook II	11 .21
07070 - Dishwasher	7 .01
07130 - Food Service Worker	7 .42
07210 - Meat Cutter	10 .41
07260 - Waiter/Waitress	7 .02

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	14 .67
09040 - Furniture Handler	8 .80
09080 - Furniture Refinisher	14 .67
09090 - Furniture Refinisher Helper	10 .75
09110 - Furniture Repairer, Minor	11 .95
09130 - Upholsterer	14 .67

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles	7 .40
11060 - Elevator Operator	7 .55
11090 - Gardener	11 .70
11122 - Housekeeping Aide	7 .55
11150 - Janitor	8 .13
11210 - Laborer, Grounds Maintenance	8 .77

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11240 - Maid or Houseman	6 .79
11260 - Pruner	7 .73
11270 - Tractor Operator	10 .73
11330 - Trail Maintenance Worker	8 .77
11360 - Window Cleaner	9 .14
12000 - Health Occupations	
12010 - Ambulance Driver	12 .30
12011 - Breath Alcohol Technician	14 .94
12012 - Certified Occupational Therapist Assistant	18 .35
12015 - Certified Physical Therapist Assistant	19 .17
12020 - Dental Assistant	12 .24
12025 - Dental Hygienist	25 .83
12030 - EKG Technician	22 .24
12035 - Electroneurodiagnostic Technologist	22 .24
12040 - Emergency Medical Technician	12 .30
12071 - Licensed Practical Nurse I	15 .04
12072 - Licensed Practical Nurse II	16 .82
12073 - Licensed Practical Nurse III	18 .76
12100 - Medical Assistant	10 .35
12130 - Medical Laboratory Technician	13 .31
12160 - Medical Record Clerk	12 .83
12190 - Medical Record Technician	14 .35
12195 - Medical Transcriptionist	13 .04
12210 - Nuclear Medicine Technologist	33 .37
12221 - Nursing Assistant I	8 .32
12222 - Nursing Assistant II	9 .36
12223 - Nursing Assistant III	10 .22
12224 - Nursing Assistant IV	11 .47
12235 - Optical Dispenser	10 .18
12236 - Optical Technician	8 .89
12250 - Pharmacy Technician	12 .19
12280 - Phlebotomist	13 .52

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12305 - Radiologic Technologist	23 .81
12311 - Registered Nurse I	21 .81
12312 - Registered Nurse II	26 .04
12313 - Registered Nurse II, Specialist	26 .04
12314 - Registered Nurse III	31 .50
12315 - Registered Nurse III, Anesthetist	31 .50
12316 - Registered Nurse IV	37 .77
12317 - Scheduler (Drug and Alcohol Testing)	20 .36

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I	19 .15
13012 - Exhibits Specialist II	23 .08
13013 - Exhibits Specialist III	26 .14
13041 - Illustrator I	19 .15
13042 - Illustrator II	23 .08
13043 - Illustrator III	26 .14
13047 - Librarian	22 .66
13050 - Library Aide/Clerk	10 .64
13054 - Library Information Technology Systems Administrator	20 .46
13058 - Library Technician	16 .51
13061 - Media Specialist I	13 .08
13062 - Media Specialist II	16 .56
13063 - Media Specialist III	18 .46
13071 - Photographer I	12 .83
13072 - Photographer II	16 .45
13073 - Photographer III	20 .57
13074 - Photographer IV	24 .45
13075 - Photographer V	27 .88
13110 - Video Teleconference Technician	14 .70

14000 - Information Technology Occupations

14041 - Computer Operator I	11 .63
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 REGISTER OF WAGE DETERMINATIONS UNDER
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14042 - Computer Operator II	14 .05
14043 - Computer Operator III	15 .72
14044 - Computer Operator IV	17 .47
14045 - Computer Operator V	19 .35
14071 - Computer Programmer I (1)	19 .54
14072 - Computer Programmer II (1)	25 .38
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	27 .61
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	11 .63
14160 - Personal Computer Support Technician	22 .41

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	24 .37
15020 - Aircrew Training Devices Instructor (Rated)	32 .14
15030 - Air Crew Training Devices Instructor (Pilot)	35 .35
15050 - Computer Based Training Specialist / Instructor	25 .10
15060 - Educational Technologist	29 .51
15070 - Flight Instructor (Pilot)	35 .35
15080 - Graphic Artist	19 .52
15090 - Technical Instructor	16 .89
15095 - Technical Instructor/Course Developer	20 .66
15110 - Test Proctor	13 .64
15120 - Tutor	13 .64

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	7 .16
16030 - Counter Attendant	7 .16
16040 - Dry Cleaner	8 .72
16070 - Finisher, Flatwork, Machine	7 .16

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16090 - Presser, Hand	7 .16
16110 - Presser, Machine, Drycleaning	7 .16
16130 - Presser, Machine, Shirts	7 .16
16160 - Presser, Machine, Wearing Apparel, Laundry	7 .16
16190 - Sewing Machine Operator	9 .22
16220 - Tailor	9 .75
16250 - Washer, Machine	7 .68

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	14 .67
19040 - Tool And Die Maker	18 .42

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	10 .39
21030 - Material Coordinator	14 .00
21040 - Material Expediter	14 .00
21050 - Material Handling Laborer	8 .64
21071 - Order Filler	10 .19
21080 - Production Line Worker (Food Processing)	10 .86
21110 - Shipping Packer	10 .02
21130 - Shipping/Receiving Clerk	10 .02
21140 - Store Worker I	8 .93
21150 - Stock Clerk	12 .02
21210 - Tools And Parts Attendant	10 .86
21410 - Warehouse Specialist	10 .86

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	23 .76
23021 - Aircraft Mechanic I	22 .64
23022 - Aircraft Mechanic II	23 .76
23023 - Aircraft Mechanic III	24 .95

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23040 - Aircraft Mechanic Helper	15 .58
23050 - Aircraft, Painter	17 .75
23060 - Aircraft Servicer	18 .30
23080 - Aircraft Worker	19 .75
23110 - Appliance Mechanic	14 .67
23120 - Bicycle Repairer	11 .33
23125 - Cable Splicer	18 .91
23130 - Carpenter, Maintenance	14 .67
23140 - Carpet Layer	13 .69
23160 - Electrician, Maintenance	17 .69
23181 - Electronics Technician Maintenance I	17 .47
23182 - Electronics Technician Maintenance II	19 .80
23183 - Electronics Technician Maintenance III	21 .07
23260 - Fabric Worker	12 .74
23290 - Fire Alarm System Mechanic	15 .63
23310 - Fire Extinguisher Repairer	11 .73
23311 - Fuel Distribution System Mechanic	18 .42
23312 - Fuel Distribution System Operator	15 .20
23370 - General Maintenance Worker	13 .69
23380 - Ground Support Equipment Mechanic	22 .64
23381 - Ground Support Equipment Servicer	18 .30
23382 - Ground Support Equipment Worker	19 .75
23391 - Gunsmith I	10 .65
23392 - Gunsmith II	13 .16
23393 - Gunsmith III	14 .67
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15 .73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16 .79
23430 - Heavy Equipment Mechanic	17 .19
23440 - Heavy Equipment Operator	15 .63
23460 - Instrument Mechanic	15 .68
23465 - Laboratory/Shelter Mechanic	13 .66
23470 - Laborer	8 .64
23510 - Locksmith	14 .67
23530 - Machinery Maintenance Mechanic	16 .14

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23550 - Machinist, Maintenance	15 .98
23580 - Maintenance Trades Helper	10 .75
23591 - Metrology Technician I	15 .68
23592 - Metrology Technician II	16 .71
23593 - Metrology Technician III	17 .71
23640 - Millwright	17 .46
23710 - Office Appliance Repairer	15 .62
23760 - Painter, Maintenance	14 .67
23790 - Pipefitter, Maintenance	17 .02
23810 - Plumber, Maintenance	15 .97
23820 - Pneudraulic Systems Mechanic	15 .68
23850 - Rigger	15 .68
23870 - Scale Mechanic	13 .69
23890 - Sheet-Metal Worker, Maintenance	15 .63
23910 - Small Engine Mechanic	13 .76
23931 - Telecommunications Mechanic I	18 .70
23932 - Telecommunications Mechanic II	19 .89
23950 - Telephone Lineman	19 .48
23960 - Welder, Combination, Maintenance	15 .63
23965 - Well Driller	15 .68
23970 - Woodcraft Worker	15 .68
23980 - Woodworker	11 .73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8 .41
24580 - Child Care Center Clerk	10 .49
24610 - Chore Aide	6 .85
24620 - Family Readiness And Support Services Coordinator	9 .10
24630 - Homemaker	12 .70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16 .75

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25040 - Sewage Plant Operator	15 .63
25070 - Stationary Engineer	16 .75
25190 - Ventilation Equipment Tender	10 .98
25210 - Water Treatment Plant Operator	15 .63

27000 - Protective Service Occupations

27004 - Alarm Monitor	13 .82
27007 - Baggage Inspector	8 .94
27008 - Corrections Officer	17 .48
27010 - Court Security Officer	17 .48
27030 - Detection Dog Handler	13 .82
27040 - Detention Officer	17 .48
27070 - Firefighter	19 .83
27101 - Guard I	8 .94
27102 - Guard II	13 .82
27131 - Police Officer I	21 .41
27132 - Police Officer II	23 .78

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	10 .58
28042 - Carnival Equipment Repairer	11 .54
28043 - Carnival Equipment Worker	7 .68
28210 - Gate Attendant/Gate Tender	12 .73
28310 - Lifeguard	10 .82
28350 - Park Attendant (Aide)	14 .24
28510 - Recreation Aide/Health Facility Attendant	10 .09
28515 - Recreation Specialist	12 .82
28630 - Sports Official	11 .34
28690 - Swimming Pool Operator	13 .62

29000 - Stevedoring/Longshoremen Occupational Services

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29010 - Blocker And Bracer	16 .72
29020 - Hatch Tender	16 .72
29030 - Line Handler	16 .72
29041 - Stevedore I	15 .52
29042 - Stevedore II	18 .98

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	33 .96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23 .42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25 .79
30021 - Archeological Technician I	18 .13
30022 - Archeological Technician II	20 .27
30023 - Archeological Technician III	25 .11
30030 - Cartographic Technician	25 .12
30040 - Civil Engineering Technician	18 .93
30061 - Drafter/CAD Operator I	14 .51
30062 - Drafter/CAD Operator II	16 .23
30063 - Drafter/CAD Operator III	19 .99
30064 - Drafter/CAD Operator IV	26 .25
30081 - Engineering Technician I	13 .66
30082 - Engineering Technician II	17 .00
30083 - Engineering Technician III	20 .27
30084 - Engineering Technician IV	24 .96
30085 - Engineering Technician V	29 .37
30086 - Engineering Technician VI	34 .85
30090 - Environmental Technician	18 .11
30210 - Laboratory Technician	18 .10
30240 - Mathematical Technician	24 .90
30361 - Paralegal/Legal Assistant I	16 .54
30362 - Paralegal/Legal Assistant II	20 .49
30363 - Paralegal/Legal Assistant III	25 .07
30364 - Paralegal/Legal Assistant IV	30 .33
30390 - Photo-Optics Technician	22 .90

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30461 - Technical Writer I	22 .55
30462 - Technical Writer II	27 .58
30463 - Technical Writer III	33 .36
30491 - Unexploded Ordnance (UXO) Technician I	21 .58
30492 - Unexploded Ordnance (UXO) Technician II	26 .11
30493 - Unexploded Ordnance (UXO) Technician III	31 .30
30494 - Unexploded (UXO) Safety Escort	21 .58
30495 - Unexploded (UXO) Sweep Personnel	21 .58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19 .46
30621 - Weather Observer, Senior (3)	19 .97
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8 .50
31030 - Bus Driver	13 .23
31043 - Driver Courier	11 .32
31260 - Parking and Lot Attendant	6 .82
31290 - Shuttle Bus Driver	12 .39
31310 - Taxi Driver	9 .55
31361 - Truckdriver, Light	12 .39
31362 - Truckdriver, Medium	14 .19
31363 - Truckdriver, Heavy	16 .20
31364 - Truckdriver, Tractor-Trailer	16 .20
99000 - Miscellaneous Occupations	
99030 - Cashier	7 .76
99050 - Desk Clerk	9 .41
99095 - Embalmer	20 .95
99251 - Laboratory Animal Caretaker I	8 .82
99252 - Laboratory Animal Caretaker II	9 .78
99310 - Mortician	20 .02
99410 - Pest Controller	14 .73
99510 - Photofinishing Worker	11 .34

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99710 - Recycling Laborer	9 .76
99711 - Recycling Specialist	12 .45
99730 - Refuse Collector	8 .42
99810 - Sales Clerk	8 .96
99820 - School Crossing Guard	8 .48
99830 - Survey Party Chief	15 .55
99831 - Surveying Aide	10 .77
99832 - Surveying Technician	12 .71
99840 - Vending Machine Attendant	8 .97
99841 - Vending Machine Repairer	11 .40
99842 - Vending Machine Repairer Helper	8 .97

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) 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

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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) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **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 ordinance, 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 regrading 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.

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The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

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SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 1

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SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 2

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SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 3

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SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 4

**Attachment C
Government Furnished Property
and Information
DE-EM000023**

GOVERNMENT FURNISHED PROPERTY AND INFORMATION

Attachment C
 Government Furnished Property
 and Information
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Qty	Description	Serial Number	Brand/Model
1	CPU - QTRACS Primary	2UA5380M1Q	HP/Compaq
1	CPU - Exemption 6	2UA5380M1S	HP/Compaq
1	CPU - Admin1 Support Database	2UA5380M1M	HP/Compaq
1	CPU - TRANSCOM Admin	2UA5380M1L	HP/Compaq
1	CPU - Status Board	2UA5380M1R	HP/Compaq
1	CPU - Exemption 6	2UA5380M1P	HP/Compaq
1	CPU - QTRACS Secondary	2UA5380M1N	HP/Compaq
1	CPU - System Analyst	2UA5380M1T	HP/Compaq
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	Flat Panel Monitor		HP
1	CPU Server - transapp1 PROD IAS	USE537N5R5	DL380
1	CPU Server - transdb2	USE537N5R6	DL380
1	CPU Server - transapp2 PROD MAPS	USE537N5R3	DL380
1	CPU Server - transdb1 PROD DB	USE537N5R4	DL380
1	Laserjet Printer 4250 DNT	JPGGL01390	HP
1	Fax Machine SF-560	BACY715761N	Samsung
1	Atomic Timezone Clocks	unavailable	
1	Netscreen-500 I/O Module Ethernet	unavailable	
2	Headset - Plantronics	050606114 050606027	
1	IBM Thinkpad Notebook	78-FK289	Thinkpad
1	Desktop Computer (NCI provided)	98-T5P51 M00YKVJB2N	Dell/DHS
1	CPU Server TCC Support Server	336549-002	HP DL320
1	Server (backups COOP)	D241JZG2H593	Compaq DL380-G2

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Qty	Description	Serial Number	Brand/Model
1	Server (backups COOP)	D241JZG2H594	Compaq DL380-G2
1	Laptop (HP)	CNF43016wx	HP Compaq nx8010
1	Laptop (Dell) (evacuation PC)	P/N KX335 A01	Dell/Latitude D360
1	Qualcomm Transponder Unit Active (back-up)	11480	
1	Qualcomm Transponder Unit Active (Primary)	10505	
1	Qualcomm Transponder Unit IMCT	777095	IMCT
1	Qualcomm Transponder Unit IMCT (no cables)	856040	IMCT
1	Digital Camera -Kodak DX6340	KCKCJ31805509	Kodak
1	GPS -Magellan GPS 315	266853	Magellan
1	Uninterrupted Power Supply	2200	Smart
1	Uninterrupted Power Supply	2200	Smart
1	Uninterrupted Power Supply	2200 XL	Smart
1	Cisco 1602 Router		Cisco
1	Cisco 1700 Router		Cisco
1	Hayes Accure Modem	15328	Hayes
1	Astron Power Supply -RS-7A	200080158	Astron
1	Astron Power Supply -RS-7A	200080157	Astron
1	Ergonomic chair		
1	Qualcomm Keyboard for IMCT	-	
	Qualcomm Keyboard for IMCT (Roof)		
1	Craftsman Ratchet Set w/ case		
1	Ryobi 18 volt Cordless Drill		
1	50 ft Extension Cord		
1	DeWalt Drill Bit Set		
1	Micronta Digital Multimeter		
4	Master Pad Locks /same key		
2	Crescent Wrenches		
9	Craftsman Wrenches		
1	Thorensen Wrench		
1	Thorensen Wrench		
1	Small Wire Stripper		

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Qty	Description	Serial Number	Brand/Model
1	Wire Stripper & cippers		
1	Electro Tek Soldering Iron		
1	Magnetic Screwdriver w/ 8 bits		
1	Power Converter		
2	Contico Tool Boxes		
2	rolls of wire		
1	Proctor Silflex Toaster Oven		Proctor
1	Western Digital External Harddrive 120 GB (Admin 1)	S/N:WCAL96458693	MDL:WD1200B015
1	Western Digital Caviar SE16 250 GB (700 RPM) (Internal Drive (Admin PC)	S/N: WCALL1550538	MDL:WD2000BB-00GUCO
1	Sharp Carousel Microwave	1512049	Sharp
1	Battery Operated Lamp		Coleman
1	Floor Heater (value \$40.00) Boston	BOR25986	Boston
1	Key Cabinet -	1795	Keysafe
1	Refrigerator 248YW/YB Avanti	S/N:Avanti248YB	Avanti
1	Cell Phone (TCC emergency phone)	505 302 9859	Samsung
1	Work Chair HermanMiller	331-TCC	HermanMiller
1	Work Chair HermanMiller	333-TCC	HermanMiller
1	Office Chair	2075BW69T	HON
1	Projector -	ANEL637R0523	In-Focus
1	Flat Panel Monitor -	2007FPb	Dell
1	All in one printer copier fax	MY74G45035 Pro L7680	HPOfficeJet
1	Wireless Head set -Plantronics CS55	BA889510	Plantronics
1	Wireless Head set -Plantronics CS55	BA885709	Plantronics
1	Belkin PS/2 Interface Module	270607009749	Belkin
1	Belkin PS/2 Interface Module	270607010488	Belkin
1	Belkin PS/2 Interface Module	270607010472	Belkin
1	Belkin PS/2 Interface Module	270607010591	Belkin
1	Belkin PS/2 Interface Module	270607009848	Belkin
1	Belkin PS/2 Interface Module	270607010471	Belkin

Attachment C
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Qty	Description	Serial Number	Brand/Model
1	HP DVD + - R/RW Drive	810HP001817 GSA-T20L	
1	HP DVD + - R/RW Drive	6090479 DV-W28E-R56	HP
1	HP DVD + - R/RW Drive	6090480 DV-W28E-R56	HP
1	HP DVD + - R/RW Drive		HP
1	OnmView SMB 1X8KMV-over-IP Switch	081002000026 F1DP108G	
1	US Robotics 56k modem		
1	DS clock 625-254		Accwave
1	DS clock 625-255		Accwave
1	DS clock 625-266		Accwave
1	DS clock 625-267		Accwave
1	Accwave DS clock		Accwave
1	Optima Batteries 12 volts - Marine Deep Cycle		9093554
1	Optima Batteries 12 volts - Marine Deep Cycle		9093554
1	Optima Batteries 12 volts - Marine Deep Cycle		9093554
1	Empty Plastic Battery Box Container W16" x H10" x D10"		
1	SOLAR 12 Volt Battery Charger/Monitor/Starter	141 - 291 - 007	
1	Radio Shack Regulated Power Supply Output = 10 AMP 13.8 VDC	22-506	
1	Transponder Unit Inactive	22342	
1	Transponder Unit Active	11181	
1	Transponder Unit Inactivated - Permanent 10/21/05	39997	
1	Transponder Unit Inactivated - Permanent 10/21/05	15035	
1	Transponder Unit Inactivated - Permanent 10/21/05	15929	
1	Transponder Unit Inactivated - Permanent 10/21/05	1807	
1	Transponder Unit Inactivated - Permanent 10/21/05	498	
1	Transponder Unit Inactivated - Permanent 10/21/05	14988	
1	Transponder Unit Inactivated - Permanent 10/21/05	20439	
1	Transponder Unit Inactivated - Permanent 10/21/05	11877	

Attachment C
 Government Furnished Property
 and Information
 DE-EM000023

Qty	Description	Serial Number	Brand/Model
1	Transponder Unit Inactivated – Permanent 10/21/05	15074	
1	Qualcomm Dome	1102732	
1	Qualcomm Dome	17564	
1	Qualcomm Dome	1301048	
1	Qualcomm Dome	1108453	
1	Qualcomm Dome	18367	
1	Qualcomm Keyboard		
1	Qualcomm Keyboard		
1	Qualcomm Keyboard	-	
1	Qualcomm Keyboard		
1	Weather Guard Box with MCT Parts & Cables	525-5 underbed box	
1	Weather Guard Box with MCT Parts & Cables	525-5 underbed box	
1	Weather Guard Box with MCT Parts & Cables	525-5 underbed box	
1	Weather Guard Box with MCT Parts and cables	525-5 underbed box	
1	Gray transporter cases (Frame and Panels) SkyLine Display Panel	F1000-1	
1	Gray transporter cases (Frame and Panels) SkyLine Display Panel	F1000-2	
1	Wide gray Cabbage case (Fiber Optic unit) SkyLine Display Panel		
1	Electronic Equip Shock Sensitive Box to house Satellite Transponder Units (good for shipping)		
1	Electronic Equip Shock Sensitive Box to house Satellite Transponder Units (good for shipping)		
1	Flexible Solar Battery Charger		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		
1	MCT Mounting Brackets		

TRANSCOM Documents

<i>Number</i>	<i>Name</i>	<i>Rev.</i>
DOE/CBFO-08-3380	TRANSCOM Security Plan	1
DOE/CBFO-08-3381	TRANSCOM Contingency Plan	0
DOE/CBFO-08-3382	TRANSCOM Contingency Procedure	7
<i>TCC Operating Procedures and Policy</i>		
NGTR-HR-001	TCC Project Level Policy	1
NGTR-QA-001	Quality Control Checklist	0
NGTR-OP-001	TRANSCOM2000 Configuration Management Plan	0
NGTR-OP-002	TRANSCOM Process Manual	2
NGTR-OP-DG01	TCC Temporary Closure Notification	0
NGTR-OP-DG02	Set-Up TRANSCOM for User Training	2
NGTR-OP-DG03	Boxing Procedure-Archived Shipment Records	0
NGTR-OP-DG04	Labeling Shipment Files	0
NGTR-OP-DG05	TCC Evacuation Guide	1
NGTR-OP-DG06	Preparing Monthly Operations Report	0
NGTR-OP-DG07	1 st Authentication Change	2
NGTR-OP-DG08	Final Review for Completed Shipment Folders	0
NGTR-OP-DG09	TCC SAIC Script Errors	0
NGTR-OP-DG10	TCC TRCADM Login Locked	0
NGTR-OP-DG11	TCC Support Server	1
NGTR-OP-DG12	Shipment Deviations	Pending
NGTR-OP-DG13	SNF Shipment Preparation	0
NGTR-OP-DG14	TCC Back-Ups	2
NGTR-OP-DG15	Logging In as "User" for troubleshooting	Pending
NGTR-OP-DG16	Outage Notification Process	3
NGTR-OP-DG17	Monthly QC Process	Pending
NGTR-OP-DG18	Shut-Down/Start Up, T2000, Qtracs, & Servers	0
NGTR-OP-DG19	Approval and Setup for New User Accounts	Pending
NGTR-OP-DG20	TCC Troubleshooting	0
NGTR-OP-DG21	User Verification	0
NGTR-OP-DG22	Qualcomm Administrative Actions	Pending
NGTR-OP-DG23	Setting Up Equipment Alternate Location	0
NGTR-OP-DG24	Logging Into TRANSCOM Evacuation Notebook	Pending
NGTR-OP-DG26	WIPPRAP Process	Pending

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 002	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. 09EM000389		5. PROJECT NO. (if applicable)
ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3090	CODE CBFO 03003	7. ADMINISTERED BY (if other than Item 6) Arthur L. Welton (505) 234-7461		
Dewayne Carson, Contracts Manager Ma-Chis Lower Creek Indian Tribe Enterprises 10893 West State Highway 52 P.O. Box 306, Samson, AL 36477-5793 Email: dgcarsen@bellsouth.net		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0000023	
			10B. DATED (SEE ITEM 13) February 16, 2009	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>_____ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. _____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
2. ACCOUNTING AND APPROPRIATION DATA (if required) 01250 2009 33 490801 25200 1110957 0000443 0000000 0000000 \$258,000.00				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 "Limitation of Funds"			
E. IMPORTANT: Contractor <u>X</u> is not, _____ is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. See following page:				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"		16C. DATE SIGNED 3/16/09

The purposes of this modification is to fund Contract Line Item Numbers 0002B, 0002C, 0002D, 0003 and 0004, 0005, 0006, and 0007 by increasing total funds by Exemption 4 from \$1,110,000.00 to \$1,368,000.00. The funding allocation cited in Section G is revised from:

CLIN	ACCOUNTING DATA	AMOUNT
0002A	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002B	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002C	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002D	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0003	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
		1,110,000.00

CLIN	ACCOUNTING DATA	AMOUNT
0002A	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002B	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002C	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002D	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0003	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0004, 0005, 0006, 0007	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
		1,368,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 003	3. EFFECTIVE DATE 02/16/2009	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
ISSUED BY CODE U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3090	CBFO 03003	7. ADMINISTERED BY (If other than Item 6) CODE Arthur L. Welton (505) 234-7461		
Dewayne Carson, Contracts Manager Ma-Chis Lower Creek Indian Tribe Enterprises 10893 West State Highway 52 P.O. Box 306, Samson, AL 36477-5793 Email: dgcarsen@bellsouth.net	(X)	9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0000023		
		10B. DATED (SEE ITEM 13) February 16, 2009		
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>_____ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods.</p> <p>(a) By completing items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.217-8, Option to Extend the Contract			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor _____ is not, <u>XX</u> is required to sign this document and return <u>3</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by LCF section headings, including solicitation/contract subject matter where feasible.) Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect See following page:				
15A. NAME AND TITLE OF SIGNER (Type or print) Dewayne Carson, Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer		
Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"		15C. DATE SIGNED 27 APR 2009	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	
			16C. DATE SIGNED 4/27/2009	

- a) **The purpose of this modification is to correct administrative errors that occurred in transcribing the proposal data into the awarded document.**

- b) **As a result, the entire contract is deleted in its entirety and replaced with the attached contract including but not limited to the following changes:**
 - (1) **The period of performance start and end dates are changed for the base period and all options that match what was actually negotiated.**
 - (2) **The Contract Line Item Numbers (CLINs) are corrected and bolded to show changes and the values are changed to the negotiated values. The composite labor rates were entered incorrectly in the original award and are corrected to include the negotiated labor rates.**
 - (3) **The names and positions of the Key Personnel are included under Special Contract Requirement (SCR) H007, Key Personnel.**
 - (4) **SCR H028, Travel In Support of Management is updated to change the travel fee to 8% which is the negotiated General and Administrative expenses negotiated in the contract.**
 - (5) **The funding in Section G is updated to include funding incorporated in Modification 002.**
 - (6) **The Government Property list is updated to document the actual property transferred to this contract.**

- c) **CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204): In consideration of the modification agreed to herein as a complete and equitable adjustment for the no cost modification to the incorrect award of the contract including all changes included in the attached contract herein, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.**

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES

Base Period: One year period of performance starting February 16, 2009 and ending February 15, 2010.

Phase In:

CLIN	SERVICE	QUANTITY	UNIT	FUNDED AMOUNT
0001	Phase In will begin on date of award. Exact time for Phase-In will be negotiated prior to award.	1	lump sum	\$ <u>Not Separately Priced</u>
The Phase In cost must be equally divided during the Base Period in the Project Management line item.				

Performance Requirements:

Line items 0002A, 0003 and 0006 are to be performed on a firm fixed-price basis. Line item 0003 will be performed on a requirements basis. Line item 0002D, 0004, 0005, and 0007 will be performed on a Labor Hour and materials basis and line item 0002B and 0002C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN	SERVICE
0002	Project Management and Administrative Services In accordance with Section C, 6.0 and 6.2 – 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0002A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 – 6.6 excluding travel	12	Month	Exemption 4	Exemption 4
0002B	Travel in support of Project Management and Administrative Services	1	Lump Sum	Exemption 4	Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
0002C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39

0002D IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."

Total Labor Hours	Composite Labor Rate	Total Price
Exemption 4	Exemption 4	Exemption 4

CLIN	SERVICE	QTY	UNIT	PRICE	TOTAL AMOUNT
0003	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum	Exemption 4	

NOTE: Line item 0003 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$ per Month)
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
0004	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Major TRANSCOM System Upgrades Pre-priced labor rates	
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4

0005 Materials applicable to System Upgrades.

0006 Firm Fixed Price System Upgrades

0007 Other Task Orders

NOTE: Task Orders under line items 0004, 0005, 0006, and 0007 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 1: One year period of performance starting February 16, 2010 and ending February 15, 2011 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 1001A, 1002 and 1005 are to be performed on a firm fixed-price basis. Line item 1002 will be performed on a requirements basis. Line item 1001D, 1003, 1004, and 1006 will be performed on a Labor Hours and materials basis and 1001B and 1001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN SERVICE

1001 Project Management and Administrative Services
In accordance with Section C, 6.0 and 6.2 - 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
1001B	Travel in support of Project Management and Administrative Services	1	Lump Sum	Exemption 4	Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

CLIN	SERVICE	QTY	UNIT	CEILING PRICE AMOUNT
1001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Composite Labor Rate</u>
1001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4		Exemption 4
				<u>Total Price</u>
				Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1002	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 1002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
1003	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4
1004	Materials applicable to System Upgrades.	
1005	Firm Fixed Price Systems Upgrades	
1006	Other Task Orders	

NOTE: Task Orders under line items 1003, 1004, 1005 and 1006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 2: One year period of performance starting February 16, 2011 and ending February 15, 2012 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 2001A, 2002 and 2005 are to be performed on a firm fixed-price basis. Line item 2002 will be performed on a requirements basis. Line item 2001D, 2003, 2004, and 2006 will be performed on a Labor Hours and materials basis and line item 2001B and 2001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel

CLIN	SERVICE
2001	Project Management and Administrative Services In accordance with Section C, 6.0 and 6.2 - 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
2001B	Travel in support of Project Management and Administrative Services	1	Lump Sum		Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
2001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Composite Labor Rate</u>
2001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4		Exemption 4
				<u>Total Price</u>
				Exemption 4

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2002	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 2002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
2003	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4

2004 Materials applicable to System Upgrades.

2005 Firm Fixed Price Systems Upgrades

2006 Other Task Orders

NOTE: Task Orders under line items 2003, 2004, 2005, and 2006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3002	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 3002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
3003	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4
3004	Materials applicable to System Upgrades.	
3005	Firm Fixed Price Systems Upgrades	
3006	Other Task Orders	

NOTE: Task Orders under line items 3003, 3004, 3005, and 3006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
DE-EM0000023

Option Period 3: One year period of performance starting February 16, 2012 and ending February 15, 2013 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 3001A, 3002 and 3005 are to be performed on a firm fixed-price basis. Line item 3002 will be performed on a requirements basis. Line item 3001D, 3003, 3004 and 3006 will be performed on a Labor Hours and materials basis and line item 3001B and 3001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN SERVICE
3001 Project Management and Administrative Services
In accordance with Section C, 6.0 and 6.2 - 6.6

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

<u>CLIN</u>	<u>SERVICE</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
3001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
3001B	Travel in support of Project Management and Administrative Services	1	Lump Sum		Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

<u>CLIN</u>	<u>SERVICE</u>	<u>QTY</u>	<u>UNIT</u>	<u>CEILING PRICE</u>
3001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Total Price</u>
3001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."	Exemption 4		Exemption 4
		<u>Composite Labor Rate</u>		<u>Total Price</u>
		Exemption 4		Exemption 4

Statement of Work

1.0 INTRODUCTION

The US Department of Energy (DOE) -Carlsbad Field Office (CBFO) is acquiring services to operate and manage the TRANSCOM Communications Center (TCC) located in Carlsbad, New Mexico.

2.0 DEFINITIONS

"Maintenance" – includes system fixes and updates, inclusive of limited system changes, programming that prevents or deters system failure, response to emerging circumstances and situations; change to a parameter, system setting or feature, system attribute, user-account management, addition of WIPP-Routes (geo-fencing), addition of software service packs or support patches, or any routine functions (data input) that are part of TCC operations.

"Upgrade" – changes that require unique programming on: Oracle database; browser-client application; Java program; mapping program; or interface with the Qual-Comm system. Upgrades will be handled as Task Orders in accordance with SCR H022.

3.0 BACKGROUND

CBFO is responsible for the management of the TRANSCOM satellite shipment monitoring and communications system. TRANSCOM is the primary communication and monitoring system for all DOE "high visibility" radioactive shipments. TRANSCOM is an unclassified system. TRANSCOM has tracked over 12,000 shipments since inception in 1992.

The TCC monitors DOE shipments on a 24/7 (twenty-four hours per day, seven days per week) schedule when needed and will require an Operations Manager and a staff of system operators.

4.0 SCOPE

The primary scope is the management and operational services for the DOE-CBFO TCC. These services will include aspects of tracking and communicational operations for high-visibility shipments. The secondary scope is the development of newer versions of the TRANSCOM system that capture functional improvements and changes in commercial hardware and operating systems.

5.0 APPLICABLE DOCUMENTS

The contractor shall adhere to the following documents in accordance with paragraph 5.0, Technical Requirements.

Document Type	Document No.	Title
DOE Order	150.1	Continuity Programs
DOE Order	205.1	DOE Cyber Security Management Program
DOE Order	460.2	Departmental Materials Transportation and Packaging Management
DOE Order	460.1	Packaging and Transportation Safety
DOE Manual	460.2	Radioactive Material Transportation Practices
DOE Policy	470.1	Integrated Safeguards and Security Management (ISSM) Policy
DOE Manual	470.4-4	Information Security
DOE Manual**	470.4-5	Personnel Security
Policy and Guidance	n/a	Western Governors' Association WIPP Transportation Safety Program Implementation Guide
Plan	DOE/WIPP 98-3103	Waste Isolation Pilot Plant Transportation Plan
Plan	DOE/WIPP 07-3353	CBFO General Support System Accreditation Boundary: System Security Plan
Plan	DOE/CBFO 08-3380	TRANSCOM Security Plan
Plan	-	TRANSCOM Communication Center Contingency Plan

** Only applicable if personnel are required to obtain a security clearance

6.0 OPERATIONS, ADMINISTRATIVE, AND TECHNICAL SERVICES

The contractor shall provide the operational, administrative, and technical effort in the work areas listed below in accordance with the approved work schedule. The work schedule includes the monitoring of shipments from the following:

- Loaded and empty shipments to and from WIPP
- High visibility
- SNF (Spent Nuclear Fuel)
- Other shipments, as authorized

6.1 TRANSCOM Operations

The contractor shall operate and manage the TCC on a 24/7, or as needed basis in accordance with the following paragraphs:

6.1.1 Staff and maintain TRANSCOM Equipment.

6.1.1.1 Ensure backup equipment is kept in working order and can be used when needed

6.1.1.2 Ensure communications devices, including fax machines, hardwire phones, and mobile phones are maintained at all times and are serviced as needed.

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6.1.2 Maintain sufficient staff to provide for management, system operations, and TRANSCOM production system trouble-shooting, future TRANSCOM system development, and modifications to existing program for Computer Based Training.

6.1.2.1 Pre-shipment Operations

6.1.2.1.1 Provide TRANCOM account access to the shippers upon authorization from the CBFO TRANSCOM Program Manager.

6.1.2.1.2 Provide system access and tools for scheduling shipments, and shipment data (e.g. BOL information) in TRANSCOM.

6.1.2.1.3 Complete TCC shipment specific checklists

6.1.2.2 Shipment Monitoring Operations

6.1.2.2.1 Maintain and monitor satellite tracking software and related services

6.1.2.2.2 Ensure updates are pushed to web application

6.1.2.2.3 Set shipment specific security parameters

6.1.2.2.4 Ensure shipment specific information is available to authorized users-maintain help desk

6.1.2.3 Post-shipment Operations

6.1.2.3.1 Follow shipment checklist

6.1.2.3.2 Complete shipment report

6.1.2.3.3 Input post-shipment information into database

6.1.2.3.4 Per the established record retention schedule, disposition electronic records by archiving the salient shipment data and information that is unique to the operations of the TCC

6.1.3 Provide technical support for TRANSCOM Users, which includes assisting users with procedural and software/hardware installations and troubleshooting problems associated with accessing the TRANSCOM system.

6.1.4 Maintain 24-hour notification for user support via pager or cell phone. See Section 6.3.

6.1.5 Provide support to DOE Program Offices in the preparation of shipment transportation plans and schedules.

6.1.6 Provide support to DOE Program Offices in the development and implementation of shipment tabletop exercises.

6.1.7 Coordinate as required all tracking arrangements with the carriers and the CBFO TRANSCOM Program Manager on scheduled shipments.

6.1.8 Assist carriers via telephone or in person, whichever is most cost effective in trouble-shooting transponder equipment.

6.2 Administrative Services

6.2.1 Provide monthly milestone schedule/status reports to the CBFO TRANSCOM Program Manager.

6.2.2 Provide support to the CBFO TRANSCOM Program Manager for: document reviews; performing assessments; preparing presentations; participation in meetings; participation in conferences, demonstrations, and workshops; preparing reports; and preparing papers.

6.2.3 Develop and implement an annual customer survey to obtain feedback from TRANSCOM system users. Provide results in writing to CBFO on, or before November 30 of each year.

6.2.4 Planning and coordination of an annual TRANSCOM Users Group Meeting; location and timing of such meeting should be considerate of travel from the eastern and western continental U.S., seasonal events and influences, in cities with appropriate travel access, and lodging accommodations consistent with GSA rate schedules.

6.3 Equipment Control

6.3.1 Provide a mobile phone or pager for the TRANSCOM Operations Manager and for Personnel on 'standby' status.

6.3.2 Maintain an emergency mobile phone for the TCC in the event of an evacuation or complete loss of supplied power.

6.4 Training

6.4.1 Provide personnel and materials for TRANSCOM training courses as required by the TRANSCOM Security Plan and the CBFO TRANSCOM Program Manager.

6.4.2 Develop TRANSCOM training lessons that can be made available on computer with interactive tutorials.

6.4.3 Provide shipper/scheduler training, as needed

6.4.4. Training classes will be offered each quarter at DOE Facilities, rotating between Carlsbad and Albuquerque.

6.4.5 Training sessions, based upon demand, will be made available at two additional locations during the year to cover the western and eastern portions of the U.S. in accordance with allowances identified in H028.

6.5 System Maintenance

6.5.1 TRANSCOM Application Maintenance

6.5.1.1 Addition or modification of system features (e.g. simple mapping enhancements)

6.5.1.2 Geofencing for added WIPP routes to ensure position descriptions and route deviation alarms. Geofencing for other types of shipments will be handled as a system "upgrade" as defined in 7.0.

6.5.2 Software/hardware Management, Maintenance and Updates

6.5.2.1 Software/hardware Lifecycle Plan should identify the lifecycles for system components, as well as describing the general approach for managing the phase-out and replacement.

6.5.2.2 Software/hardware Management Reports should be provided twice per year and describe any pending issues, troubleshooting, debugging, and updates performed during the reporting period.

6.5.2.3 Complete installations/updates as defined in the System Configuration Plan, and as needed to keep current with Operating Systems, internet browsers, Oracle, Java, network applications, and required security software.

6.5.2.4 Manage Database and system linkages as necessary

6.5.2.5 Perform troubleshooting and problem resolutions as necessary

6.5.3 Provide End User and Operational Support

6.5.3.1 Second Line technical support to system users

6.5.3.2 TCC staff should be responsive to TRANSCOM system inquiries and be able to assist in trouble-shooting issues. Unresolved users issues should be logged and resolved by System Analyst or Engineer, if tied to the TRANSCOM System.

6.5.4 Urgent system fixes to emerging circumstances or situations

6.6 Technical Oversight, Planning & Security Issues

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6.6.1 Evaluate and make recommendations on hardware and software within the Software/hardware Management Report.

6.6.2 Review existing systems, processes, & procedures for problem areas, and correct as appropriate

6.6.3 Evaluate new technologies and techniques to assist in efficient operation of the TCC

6.6.4 Maintain and implement the TRANSCOM Security Plan, covering operations, cyber-security, and physical security.

6.6.5.1 Perform background verifications for new individual user accounts upon initial request. These should be performed to ensure only trusted personnel are granted change/add access to the TRANSCOM system. Under existing circumstances, "read- access" will not require additional verification.

6.6.5.2 Users with individual accounts that possess a security clearance (L, Q, secret, top secret) will not require additional verification.

6.6.5.3 At a minimum, 20% of the individual "write-access" accounts (use of random selection) should be verified annually.

6.6.5.4 Background checks may be performed at any time when information indicates a potential security risk with a group or individual.

6.6.5.5 Any time an individual or group account shows inappropriate activity, the instances should be logged and the account TSAR or individual should be contacted. If the activity persists, the account may be inactivated.

7.0 System Development

7.1 TRANSCOM System Development, known as "Upgrades" are defined in Section 2.0 of this Statement of Work, and described in Section H022.

7.2 Upgrade work must be defined in advance, and evaluated for level of effort and cost to determine how the work is categorized (see 2.0 DEFINITIONS). The Contracting Officer must approve the cost, scope, and schedule for all system upgrades.

7.3 TRANSCOM system upgrades will be developed outside of the production instance to allow testing and debugging that will not compromise the production version. When undertaking a system upgrade, a System Development Plan must define the development process, including the work breakdown structure, predecessor and dependent tasks, and the transition and implementation activities.

7.4 If changes are needed to the System Requirements Document, or the System Configuration Plan, these should be revised in conjunction with the completion and implementation of the upgrade.

7.5 All upgrades will be preceded by a System Development Plan, and a Testing and Validation Plan. These plans must be provided to the CBFO TRANSCOM Program Manager before initiating work.

7.6 A beta-version will be made available to users to test and evaluate the compatibility of the system upgrade. Feedback will be used to make refinements to the system prior to release.

8.0 DELIVERABLES

The contractor shall provide deliverables in accordance with the Reporting Requirements Checklists as identified in Section F.

Attachment B
REGISTER OF WAGE DETERMINATIONS UNDER
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SERVICE CONTRACT WAGE DETERMINATION
FOR
BASE PERIOD

**Attachment B
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01141 - Messenger Courier	8 .20
01191 - Order Clerk I	9 .78
01192 - Order Clerk II	11 .20
01261 - Personnel Assistant (Employment) I	11 .64
01262 - Personnel Assistant (Employment) II	13 .33
01263 - Personnel Assistant (Employment) III	14 .54
01270 - Production Control Clerk	14 .00
01280 - Receptionist	8 .71
01290 - Rental Clerk	9 .74
01300 - Scheduler, Maintenance	11 .49
01311 - Secretary I	11 .49
01312 - Secretary II	12 .97
01313 - Secretary III	14 .58
01320 - Service Order Dispatcher	11 .49
01410 - Supply Technician	17 .23
01420 - Survey Worker	13 .70
01531 - Travel Clerk I	10 .63
01532 - Travel Clerk II	11 .36
01533 - Travel Clerk III	12 .10
01611 - Word Processor I	12 .06
01612 - Word Processor II	13 .54
01613 - Word Processor III	15 .14

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	15 .63
05010 - Automotive Electrician	14 .67
05040 - Automotive Glass Installer	13 .69
05070 - Automotive Worker	13 .69
05110 - Mobile Equipment Servicer	11 .73
05130 - Motor Equipment Metal Mechanic	15 .63
05160 - Motor Equipment Metal Worker	13 .69
05190 - Motor Vehicle Mechanic	16 .49
05220 - Motor Vehicle Mechanic Helper	10 .75

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05250 - Motor Vehicle Upholstery Worker	12 .70
05280 - Motor Vehicle Wrecker	13 .69
05310 - Painter, Automotive	14 .67
05340 - Radiator Repair Specialist	13 .69
05370 - Tire Repairer	11 .33
05400 - Transmission Repair Specialist	15 .63
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .51
07041 - Cook I	9 .61
07042 - Cook II	11 .21
07070 - Dishwasher	7 .01
07130 - Food Service Worker	7 .42
07210 - Meat Cutter	10 .41
07260 - Waiter/Waitress	7 .02
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14 .67
09040 - Furniture Handler	8 .80
09080 - Furniture Refinisher	14 .67
09090 - Furniture Refinisher Helper	10 .75
09110 - Furniture Repairer, Minor	11 .95
09130 - Upholsterer	14 .67
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7 .40
11060 - Elevator Operator	7 .55
11090 - Gardener	11 .70
11122 - Housekeeping Aide	7 .55
11150 - Janitor	8 .13
11210 - Laborer, Grounds Maintenance	8 .77

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11240 - Maid or Houseman	6 .79
11260 - Pruner	7 .73
11270 - Tractor Operator	10 .73
11330 - Trail Maintenance Worker	8 .77
11360 - Window Cleaner	9 .14

12000 - Health Occupations

12010 - Ambulance Driver	12 .30
12011 - Breath Alcohol Technician	14 .94
12012 - Certified Occupational Therapist Assistant	18 .35
12015 - Certified Physical Therapist Assistant	19 .17
12020 - Dental Assistant	12 .24
12025 - Dental Hygienist	25 .83
12030 - EKG Technician	22 .24
12035 - Electroneurodiagnostic Technologist	22 .24
12040 - Emergency Medical Technician	12 .30
12071 - Licensed Practical Nurse I	15 .04
12072 - Licensed Practical Nurse II	16 .82
12073 - Licensed Practical Nurse III	18 .76
12100 - Medical Assistant	10 .35
12130 - Medical Laboratory Technician	13 .31
12160 - Medical Record Clerk	12 .83
12190 - Medical Record Technician	14 .35
12195 - Medical Transcriptionist	13 .04
12210 - Nuclear Medicine Technologist	33 .37
12221 - Nursing Assistant I	8 .32
12222 - Nursing Assistant II	9 .36
12223 - Nursing Assistant III	10 .22
12224 - Nursing Assistant IV	11 .47
12235 - Optical Dispenser	10 .18
12236 - Optical Technician	8 .89
12250 - Pharmacy Technician	12 .19
12280 - Phlebotomist	13 .52

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12305 - Radiologic Technologist	23 .81
12311 - Registered Nurse I	21 .81
12312 - Registered Nurse II	26 .04
12313 - Registered Nurse II, Specialist	26 .04
12314 - Registered Nurse III	31 .50
12315 - Registered Nurse III, Anesthetist	31 .50
12316 - Registered Nurse IV	37 .77
12317 - Scheduler (Drug and Alcohol Testing)	20 .36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .15
13012 - Exhibits Specialist II	23 .08
13013 - Exhibits Specialist III	26 .14
13041 - Illustrator I	19 .15
13042 - Illustrator II	23 .08
13043 - Illustrator III	26 .14
13047 - Librarian	22 .66
13050 - Library Aide/Clerk	10 .64
13054 - Library Information Technology Systems Administrator	20 .46
13058 - Library Technician	16 .51
13061 - Media Specialist I	13 .08
13062 - Media Specialist II	16 .56
13063 - Media Specialist III	18 .46
13071 - Photographer I	12 .83
13072 - Photographer II	16 .45
13073 - Photographer III	20 .57
13074 - Photographer IV	24 .45
13075 - Photographer V	27 .88
13110 - Video Teleconference Technician	14 .70
14000 - Information Technology Occupations	
14041 - Computer Operator I	11 .63

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14042 - Computer Operator II	14 .05
14043 - Computer Operator III	15 .72
14044 - Computer Operator IV	17 .47
14045 - Computer Operator V	19 .35
14071 - Computer Programmer I (1)	19 .54
14072 - Computer Programmer II (1)	25 .38
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	27 .61
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	11 .63
14160 - Personal Computer Support Technician	22 .41

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	24 .37
15020 - Aircrew Training Devices Instructor (Rated)	32 .14
15030 - Air Crew Training Devices Instructor (Pilot)	35 .35
15050 - Computer Based Training Specialist / Instructor	25 .10
15060 - Educational Technologist	29 .51
15070 - Flight Instructor (Pilot)	35 .35
15080 - Graphic Artist	19 .52
15090 - Technical Instructor	16 .89
15095 - Technical Instructor/Course Developer	20 .66
15110 - Test Proctor	13 .64
15120 - Tutor	13 .64

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	7 .16
16030 - Counter Attendant	7 .16
16040 - Dry Cleaner	8 .72
16070 - Finisher, Flatwork, Machine	7 .16

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16090 - Presser, Hand	7 .16
16110 - Presser, Machine, Drycleaning	7 .16
16130 - Presser, Machine, Shirts	7 .16
16160 - Presser, Machine, Wearing Apparel, Laundry	7 .16
16190 - Sewing Machine Operator	9 .22
16220 - Tailor	9 .75
16250 - Washer, Machine	7 .68
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14 .67
19040 - Tool And Die Maker	18 .42
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	10 .39
21030 - Material Coordinator	14 .00
21040 - Material Expediter	14 .00
21050 - Material Handling Laborer	8 .64
21071 - Order Filler	10 .19
21080 - Production Line Worker (Food Processing)	10 .86
21110 - Shipping Packer	10 .02
21130 - Shipping/Receiving Clerk	10 .02
21140 - Store Worker I	8 .93
21150 - Stock Clerk	12 .02
21210 - Tools And Parts Attendant	10 .86
21410 - Warehouse Specialist	10 .86
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23 .76
23021 - Aircraft Mechanic I	22 .64
23022 - Aircraft Mechanic II	23 .76
23023 - Aircraft Mechanic III	24 .95

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23040 - Aircraft Mechanic Helper	15 .58
23050 - Aircraft, Painter	17 .75
23060 - Aircraft Servicer	18 .30
23080 - Aircraft Worker	19 .75
23110 - Appliance Mechanic	14 .67
23120 - Bicycle Repairer	11 .33
23125 - Cable Splicer	18 .91
23130 - Carpenter, Maintenance	14 .67
23140 - Carpet Layer	13 .69
23160 - Electrician, Maintenance	17 .69
23181 - Electronics Technician Maintenance I	17 .47
23182 - Electronics Technician Maintenance II	19 .80
23183 - Electronics Technician Maintenance III	21 .07
23260 - Fabric Worker	12 .74
23290 - Fire Alarm System Mechanic	15 .63
23310 - Fire Extinguisher Repairer	11 .73
23311 - Fuel Distribution System Mechanic	18 .42
23312 - Fuel Distribution System Operator	15 .20
23370 - General Maintenance Worker	13 .69
23380 - Ground Support Equipment Mechanic	22 .64
23381 - Ground Support Equipment Servicer	18 .30
23382 - Ground Support Equipment Worker	19 .75
23391 - Gunsmith I	10 .65
23392 - Gunsmith II	13 .16
23393 - Gunsmith III	14 .67
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15 .73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16 .79
23430 - Heavy Equipment Mechanic	17 .19
23440 - Heavy Equipment Operator	15 .63
23460 - Instrument Mechanic	15 .68
23465 - Laboratory/Shelter Mechanic	13 .66
23470 - Laborer	8 .64
23510 - Locksmith	14 .67
23530 - Machinery Maintenance Mechanic	16 .14

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23550 - Machinist, Maintenance	15 .98
23580 - Maintenance Trades Helper	10 .75
23591 - Metrology Technician I	15 .68
23592 - Metrology Technician II	16 .71
23593 - Metrology Technician III	17 .71
23640 - Millwright	17 .46
23710 - Office Appliance Repairer	15 .62
23760 - Painter, Maintenance	14 .67
23790 - Pipefitter, Maintenance	17 .02
23810 - Plumber, Maintenance	15 .97
23820 - Pseudraulic Systems Mechanic	15 .68
23850 - Rigger	15 .68
23870 - Scale Mechanic	13 .69
23890 - Sheet-Metal Worker, Maintenance	15 .63
23910 - Small Engine Mechanic	13 .76
23931 - Telecommunications Mechanic I	18 .70
23932 - Telecommunications Mechanic II	19 .89
23950 - Telephone Lineman	19 .48
23960 - Welder, Combination, Maintenance	15 .63
23965 - Well Driller	15 .68
23970 - Woodcraft Worker	15 .68
23980 - Woodworker	11 .73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8 .41
24580 - Child Care Center Clerk	10 .49
24610 - Chore Aide	6 .85
24620 - Family Readiness And Support Services Coordinator	9 .10
24630 - Homemaker	12 .70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16 .75

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25040 - Sewage Plant Operator	15 .63
25070 - Stationary Engineer	16 .75
25190 - Ventilation Equipment Tender	10 .98
25210 - Water Treatment Plant Operator	15 .63

27000 - Protective Service Occupations

27004 - Alarm Monitor	13 .82
27007 - Baggage Inspector	8 .94
27008 - Corrections Officer	17 .48
27010 - Court Security Officer	17 .48
27030 - Detection Dog Handler	13 .82
27040 - Detention Officer	17 .48
27070 - Firefighter	19 .83
27101 - Guard I	8 .94
27102 - Guard II	13 .82
27131 - Police Officer I	21 .41
27132 - Police Officer II	23 .78

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	10 .58
28042 - Carnival Equipment Repairer	11 .54
28043 - Carnival Equipment Worker	7 .68
28210 - Gate Attendant/Gate Tender	12 .73
28310 - Lifeguard	10 .82
28350 - Park Attendant (Aide)	14 .24
28510 - Recreation Aide/Health Facility Attendant	10 .09
28515 - Recreation Specialist	12 .82
28630 - Sports Official	11 .34
28690 - Swimming Pool Operator	13 .62

29000 - Stevedoring/Longshoremen Occupational Services

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29010 - Blocker And Bracer	16 .72
29020 - Hatch Tender	16 .72
29030 - Line Handler	16 .72
29041 - Stevedore I	15 .52
29042 - Stevedore II	18 .98

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	33 .96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23 .42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25 .79
30021 - Archeological Technician I	18 .13
30022 - Archeological Technician II	20 .27
30023 - Archeological Technician III	25 .11
30030 - Cartographic Technician	25 .12
30040 - Civil Engineering Technician	18 .93
30061 - Drafter/CAD Operator I	14 .51
30062 - Drafter/CAD Operator II	16 .23
30063 - Drafter/CAD Operator III	19 .99
30064 - Drafter/CAD Operator IV	26 .25
30081 - Engineering Technician I	13 .66
30082 - Engineering Technician II	17 .00
30083 - Engineering Technician III	20 .27
30084 - Engineering Technician IV	24 .96
30085 - Engineering Technician V	29 .37
30086 - Engineering Technician VI	34 .85
30090 - Environmental Technician	18 .11
30210 - Laboratory Technician	18 .10
30240 - Mathematical Technician	24 .90
30361 - Paralegal/Legal Assistant I	16 .54
30362 - Paralegal/Legal Assistant II	20 .49
30363 - Paralegal/Legal Assistant III	25 .07
30364 - Paralegal/Legal Assistant IV	30 .33
30390 - Photo-Optics Technician	22 .90

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30461 - Technical Writer I	22 .55
30462 - Technical Writer II	27 .58
30463 - Technical Writer III	33 .36
30491 - Unexploded Ordnance (UXO) Technician I	21 .58
30492 - Unexploded Ordnance (UXO) Technician II	26 .11
30493 - Unexploded Ordnance (UXO) Technician III	31 .30
30494 - Unexploded (UXO) Safety Escort	21 .58
30495 - Unexploded (UXO) Sweep Personnel	21 .58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19 .46
30621 - Weather Observer, Senior (3)	19 .97

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	8 .50
31030 - Bus Driver	13 .23
31043 - Driver Courier	11 .32
31260 - Parking and Lot Attendant	6 .82
31290 - Shuttle Bus Driver	12 .39
31310 - Taxi Driver	9 .55
31361 - Truckdriver, Light	12 .39
31362 - Truckdriver, Medium	14 .19
31363 - Truckdriver, Heavy	16 .20
31364 - Truckdriver, Tractor-Trailer	16 .20

99000 - Miscellaneous Occupations

99030 - Cashier	7 .76
99050 - Desk Clerk	9 .41
99095 - Embalmer	20 .95
99251 - Laboratory Animal Caretaker I	8 .82
99252 - Laboratory Animal Caretaker II	9 .78
99310 - Mortician	20 .02
99410 - Pest Controller	14 .73
99510 - Photofinishing Worker	11 .34

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99710 - Recycling Laborer	9 .76
99711 - Recycling Specialist	12 .45
99730 - Refuse Collector	8 .42
99810 - Sales Clerk	8 .96
99820 - School Crossing Guard	8 .48
99830 - Survey Party Chief	15 .55
99831 - Surveying Aide	10 .77
99832 - Surveying Technician	12 .71
99840 - Vending Machine Attendant	8 .97
99841 - Vending Machine Repairer	11 .40
99842 - Vending Machine Repairer Helper	8 .97

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) 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

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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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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, dyeing, 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 regrading 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.

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The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

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**SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 1**

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SERVICE CONTRACT WAGE DETERMINATION FOR
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SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 3

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**SERVICE CONTRACT WAGE DETERMINATION FOR
OPTION 4**

Attachment C
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GOVERNMENT FURNISHED PROPERTY AND INFORMATION

Attachment C
 Government Furnished Property
 and Information
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Qty	Description	Serial Number	Brand/Model	Location
DOE/CBFO Government Furnished Equipment				
1	CPU - QTRACS Primary	2UA5380M1Q	HP/Compaq	TCC
1	CPU - Exemption 6 including - HP DVD + - R/RW Drive 6090480 DV-W28E-R56	2UA5380M1S	HP/Compaq	TCC
1	CPU - Admin1 Support Database including - HP DVD + - R/RW Drive 810HP001817 GSA- T20L	2UA5380M1M	HP/Compaq	TCC
1	CPU - TRANSCOM Admin	2UA5380M1L	HP/Compaq	TCC
1	CPU - Status Board	2UA5380M1R	HP/Compaq	TCC
1	CPU - Exemption 6 including HP DVD + - R/RW Drive 6090479 DV-W28E-R56	2UA5380M1P	HP/Compaq	TCC
1	CPU - QTRACS Secondary	2UA5380M1N	HP/Compaq	TCC
1	CPU - System Analyst - including HP DVD + - R/RW Drive	2UA5380M1T	HP/Compaq	TCC
1	Flat Panel Monitor		HP 2035	TCC
1	Flat Panel Monitor		HP 2035	TCC
1	Flat Panel Monitor		HP 2035	TCC
1	Flat Panel Monitor		HP 2035	TCC
1	Flat Panel Monitor		HP 2035	TCC
1	Flat Panel Monitor		HP 2035	TCC
1	Flat Panel Monitor		HP 2035	TCC
1	CPU Server - transapp1 PROD IAS	USE537N5R5	DL380	CBFO Server Rm
1	CPU Server - transdb2	USE537N5R6	DL380	CBFO Server Rm
1	CPU Server - transapp2 PROD MAPS	USE537N5R3	DL380	CBFO Server Rm
1	CPU Server - transdb1 PROD DB	USE537N5R4	DL380	CBFO Server Rm
1	Laserjet Printer 4250 DNT	JPGGL01390	HP	TCC
1	Fax Machine SF-560	BACY715761N	Samsung	TCC
1	Atomic Timezone Clocks	unavailable		TCC
2	Headset - Plantronics	050606114 050606027		TCC
1	IBM Thinkpad Notebook	78-FK289	Thinkpad	Eddy Co. Bldg.
1	Desktop Computer	98-T5P51	Dell/DHS	TCC

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Qty	Description	Serial Number	Brand/Model	Location
1	CPU LAPTOP - Exemption 6	55QHKH1	DELL/ATG	TCC/ALBQ
1	CPU Optiplex 755 - Exemption 6	HJTMRH1	DELL	TCC
1	CPU Optiplex 755	3KTMRH1	DELL	TCC
1	CPU Optiplex 755	7JTMRH1	DELL	TCC
1	CPU Optiplex 755	1KTMRH1	DELL	TCC
1	CPU Optiplex 755	BJTMRH1	DELL	TCC

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TRANSCOM Documents

<i>Number</i>	<i>Name</i>	<i>Rev.</i>
DOE/CBFO-08-3380	TRANSCOM Security Plan	1
DOE/CBFO-08-3381	TRANSCOM Contingency Plan	0
DOE/CBFO-08-3382	TRANSCOM Contingency Procedure	7
<i>TCC Operating Procedures and Policy</i>		
NGTR-HR-001	TCC Project Level Policy	1
NGTR-QA-001	Quality Control Checklist	0
NGTR-OP-001	TRANSCOM2000 Configuration Management Plan	0
NGTR-OP-002	TRANSCOM Process Manual	2
NGTR-OP-DG01	TCC Temporary Closure Notification	0
NGTR-OP-DG02	Set-Up TRANSCOM for User Training	2
NGTR-OP-DG03	Boxing Procedure-Archived Shipment Records	0
NGTR-OP-DG04	Labeling Shipment Files	0
NGTR-OP-DG05	TCC Evacuation Guide	1
NGTR-OP-DG06	Preparing Monthly Operations Report	0
NGTR-OP-DG07	1 st Authentication Change	2
NGTR-OP-DG08	Final Review for Completed Shipment Folders	0
NGTR-OP-DG09	TCC SAIC Script Errors	0
NGTR-OP-DG10	TCC TRCADM Login Locked	0
NGTR-OP-DG11	TCC Support Server	1
NGTR-OP-DG12	Shipment Deviations	Pending
NGTR-OP-DG13	SNF Shipment Preparation	0
NGTR-OP-DG14	TCC Back-Ups	2
NGTR-OP-DG15	Logging in as "User" for troubleshooting	Pending
NGTR-OP-DG16	Outage Notification Process	3
NGTR-OP-DG17	Monthly QC Process	Pending
NGTR-OP-DG18	Shut-Down/Start Up, T2000, Qtracs, & Servers	0
NGTR-OP-DG19	Approval and Setup for New User Accounts	Pending
NGTR-OP-DG20	TCC Troubleshooting	0
NGTR-OP-DG21	User Verification	0
NGTR-OP-DG22	Qualcomm Administrative Actions	Pending
NGTR-OP-DG23	Setting Up Equipment Alternate Location	0
NGTR-OP-DG24	Logging into TRANSCOM Evacuation Notebook	Pending
NGTR-OP-DG26	WIPPRAP Process	Pending

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES
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Option Period 4: One year period of performance starting February 16, 2013 and ending February 15, 2014 to be exercised in accordance with FAR clause 52.217-09 entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT."

Performance Requirements:

Line items 4001A, 4002 and 4005 are to be performed on a firm fixed-price basis. Line item 4002 will be performed on a requirements basis. Line item 4001D 4003, 4004 and 4006 will be performed on a Labor Hours and materials basis and line item 4001B and 4001C will be paid on a cost reimbursable basis. All services shall be performed for the periods indicated. All prices shall include direct and indirect costs (i.e., benefits, overhead, general and administrative costs and profit) except for travel.

CLIN SERVICE
4001 Project Management and Administrative Services
In accordance with Section C, 5.2 - 5.5 and 6.0

NOTE: Project Management shall include all management, TRANSCOM server hardware and software maintenance, cyber-security, TRANSCOM user training, reporting requirements, travel and miscellaneous requirements not elsewhere addressed. Requirements performed in accordance with the following sub line items.

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001A	In accordance with clause H029, entitled, "Project Management and Administrative Services" perform in accordance with Section C, 6.0 and 6.2 - 6.6, excluding travel	12	Month	Exemption 4	Exemption 4
4001B	Travel in support of Project Management and Administrative Services	1	Lump Sum		Exemption 4

NOTE: In accordance with SCR H028 entitled, "Travel in Support of Management," the Contractor shall perform travel under this cost reimbursable line item in accordance with FAR clause 52.232-22 entitled, "Limitation of Funds" clause.

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
4001C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
4001D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate"		Total Labor Hours	Total Price
			Exemption 4	Exemption 4
			Composite Labor Rate	Exemption 4

PART I - THE SCHEDULE
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CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4002	Monitoring Services In accordance with Section C, 5.1,	1	Lump Sum		Exemption 4

NOTE: Line item 3002 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 4
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
4003	Major TRANSCOM System Upgrades Pre-priced labor rates	Ceiling \$250,000
	Project Lead	Exemption 4
	System Software Engineer	Exemption 4
	System Programmer	Exemption 4
	Database Administrator	Exemption 4
	System Technician	Exemption 4
	Administrative support	Exemption 4
4004	Materials applicable to System Upgrades.	
4005	Firm Fixed Price Systems Upgrades	
4006	Other Task Orders	

NOTE: Task Orders under line items 4003, 4004, 4005 and 4006 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS"

PART 1-THE SCHEDULE
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF STATEMENT OF WORK
DE-EM000023

C001 STATEMENT OF WORK

The statement of work for this contract is at Attachment A.

PART 1- THE SCHEDULE
SECTION D - PACKAGING AND MARKING
DE-EM0000023

DOO1 MARKING

(a) Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (4) If the delivery is source code or modifications to source code, the document should cite the appropriate revision number of the source code.

(b) Failure to mark any deliverable may be reason to submit lower ratings on past performance evaluation performed in accordance with H023 entitled "Past Performance Evaluation."

**PART I - THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE
DE-EM0000023**

E001 CLAUSES INCORPORATED BY REFERENCE:

The following clauses are incorporated into this contract by reference and have the same force and effect as if they were incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-07 INSPECTION OF SERVICES - COST REIMBURSEMENT (APRIL 1984)

52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E002 INSPECTION AND ACCEPTANCE

- (a) Inspection of all items and or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.
- (b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

**PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA
DE-EM0000023**

F001 CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)

F002 PERIOD OF PERFORMANCE (FEB 2005)

The period of performance for the effort required under this contract is a five year contract if the DOE exercises all options from 1/16/2009 through 1/15/2014.

F003 DELIVERABLES

The tables in this portion identify the documentation and reports required as part of this contract. Defined in Table F-1 are the deliverables required as part of Project Management and Administrative Services (base award). The deliverables required for Task Order services are identified in Table F-2.

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA
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Table F-1. Documentation and Reporting Requirements as part of Base Services

Category	Document	Delivery Time/Frequency
General Management	Program Plan	Submit within 180 days of the contract award / updated as needed
	Milestone Schedule/Status	Submit within 60 days of the contract award / updated Monthly
	Program Status report	Submit within 90 days of the contract award / updated Quarterly
Operations	TCC Operations Manual	Submit within 30 days of contract award / updated as needed
	TRANSCOM Security Plan	Submit within 30 days of contract award / updated as needed
	TRANSCOM Contingency Plan	Submit within 30 days of contract award / updated as needed
Technical	Software/hardware Management Report	Submit within 180 days of the contract award / updated every six months
	Configuration Management Plan	Submit within 90 days of the contract award / updated as needed
Customer Service	Annual Customer Survey and Results Report	November 30 / Annual

Table F-2. Documentation and Reporting Requirements as related to Task Order Services

Category	Document	Delivery Time/Frequency
Schedule/ Cost	System Development Scope Estimate	As defined in Task Order
	Cost Management Report	Submitted quarterly, for open task orders, or as defined in Task Order
Technical	Software/hardware Lifecycle Plan	As defined in Task Order
	System Requirements Document	As defined in Task Order
	System Configuration Description	As defined in Task Order
	System Functionality Test Plan	As defined in Task Order
	System Quality Assurance Plan	As defined in Task Order
	System Development Plan	As defined in Task Order
	Testing and Validation Plan	As defined in Task Order
	Test Report	As defined in Task Order
System Source Code	As defined in Task Order	

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SECTION G - CONTRACT ADMINISTRATION DATA
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G001 CORRESPONDENCE PROCEDURES

(a) In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(b) Technical Correspondence: Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Contracting Officer's Representation (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

Government Program Manager, COR or other duly authorized Government representative:

Steve Casey
Phone: 575-234-7643
Fax: 505-234-7061
Email: steve.casey@wipp.ws

Address: Department of Energy
Carlsbad Field Office (CBFO)
P.O. Box 3090
Carlsbad, NM 88221

(c) Other Correspondence: Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contracting Officer as the focal point of contact. The Contracting Officer's name, address, phone number, fax number, and email address is as follows:

Arthur L. Welton
Phone: 505-234-7461
Fax: 505-234-7019
Email: art.welton@wipp.ws

Address: Department of Energy
Carlsbad Field Office (CBFO)
P.O. Box 3090
Carlsbad, NM 88221

G002 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005)

(a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor:

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allow vendors to check the payment status

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA
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of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

- (c) Each invoice shall include the following:
- (1) contract number;
 - (2) contractor name;
 - (3) date of invoice;
 - (4) invoice number;
 - (5) total amount of invoice;
 - (6) period covered or items delivered; and
 - (7) cumulative amount invoiced to date.
- (d) Delivery Payments. Payments made under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."
- (e) Approval of Invoices. The contractor will be paid after approval by the DOE Approving Official.

G003 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES

- (a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.
- (b) The Contracting Officer's Representative(s) (COR) for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s): COR: Steve Casey

G004 TIME AND MATERIALS BILLING

- (a) The contractor must provide have a cost accounting system to track labor hours used when performing under a time and materials work request. The negotiated labor rates shall include the wage rate, fringe, overhead, G&A and profit. The DOE shall only be billed for the actual negotiated labor rated performed. The cost accounting report shall be delivered citing the number of hours performed, the contract line item number used and the work request title and description.
- (b) The labor rates above shall include direct labor rates and fringe benefits at or above the Service Contract Act wage determination plus overhead, general and administrative expenses and profit. The labor rates for the above classifications are provided in the wage determination located in Section J of the solicitation. The Service Contract Wage Determination

PART I - THE SCHEDULE
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shall be updated for each contract option year. The Contractor shall advise the Contracting Officer if the wage determination is not updated within 30 days of the option period.

- (c) Material costs shall be billed at cost incurred as evidenced by a vendor/supplier billing for determination of fair and reasonableness of price. Documentation shall be provided with each invoice. These documents shall be maintained by the contract until contract close out and this information is subject to audit. There will be no materials handling costs or any other sort of overhead or profit associated with material payments.

G005 MONITORING SERVICES

The Contractor shall bill twice a month using the firm fixed price from the prior billing period's average shipments per month. Included in the invoice will be documentation supporting the average shipments for the prior billing month. The base lump sum amount is the firm fixed price of 101 - 260 shipments per month for the total base period or option period, as applicable. The Government shall fund in excess of this amount for future periods if the amount is expected to exceed 260 shipments. The Contractor shall comply with SCR H027, entitled "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements. The Contractor is not expected to perform without fully funding the base lump sum amount additional amounts and shall comply with SCR H027 to perform in excess of this base amount.

G006 TRAVEL

Travel will not be paid if insufficient funds are not obligated on contract. The Contractor shall comply with FAR clause 52.232-22 entitled "Limitation of Funds" clause and advise the Government if sufficient funding is not obligated to perform the requirement on the applicable line item. All invoices will have supporting data and air travel is preferred to minimize the stay. If road travel is required, the Contractor shall provide a written justification that the road travel is beneficial to the Government by minimizing cost and meeting the travel requirement. Failure to provide reasonable justification may make the expense unallowable.

FUNDING

CLIN	ACCOUNTING DATA	AMOUNT
0002A	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002B	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002C	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002D	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0003	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0004, 0005, 0006, 0007	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
		1,368,000.00

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H001 Commercial Subcontracting (Private/Government)

- a. This TranCom TRANSCOM contract services is for DOE use only. Any use of labor, space or equipment for commercial purposes shall be approved by the DOE Contracting Officer and the use of Government Property for commercial purposes shall comply with FAR 52.245-1, Alternate 1." The lower tier subcontracts shall be for commercial use in subcontracts with either government agencies or commercial businesses. Utilization of the space, Government Property, equipment or labor for commercial purposes shall be in accordance with the following conditions:
- (1) The Contractor shall submit for approval their overall plan for commercial subcontracts with private and other government agencies within 15 business days after request from a private company or other government agency. Such plan shall include a discussion of reasons why or why not the request can be fulfilled and information on the government property management controls required in accordance with FAR 52.245-1, Alternate 1. Subcontractor's plan shall also discuss segregation and control of data from affecting the DOE TRANSCOM database. The costs to perform must be segregated from the costs of DOE work.
 - (2) Contractor shall obtain the Contracting Officer's written approval prior to entering into any commercial subcontract and obtain the Contracting Officer approval for the use of Government Property prior to giving subcontract approval. The Contractor's request for approval shall include the name of the proposed lower-tier subcontractor, a description of the services to be performed, the period of performance, and the subcontract value. It shall also document a fair commercial fee paid to the Government for the use of the Government Property, materials, labor usage, and facility space.
 - (3) The Contractor shall be solely responsible for any uncollectible receivables resulting from its commercial subcontracting efforts. At no time shall the DOE be responsible for uncollectible receivables resulting from subcontractor's commercial subcontracting activities.
 - (4) The Contractor shall be solely responsible and liable for loss or damage to government property as a result of use in commercial subcontracts.
 - (5) The Contractor shall segregate and separately control any equipment provided by other entities for commercial subcontracts.
 - (6) The Contractor shall segregate and separately control all costs for commercial subcontracting incurred through allocation of costs or verification of direct costs as incurred.
 - (7) The Contractor shall ensure that there is always proper segregation and control of data records processed under this subcontract from any commercial subcontract data records.
 - (8) In the performance of this contract, the Contractor is required to provide all other equipment and facilities to perform the scope of

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work not included in the Government Property list. In the event that the Contractor determines commercial subcontracting requires additional government facility space and it becomes available for performance of this contract, the DOE will be entitled to a rental fee for use of the additional space. Contractor owned equipment, space and labor costs not included in the in the negotiated cost of this contract are not subject to this clause.

- (9) The price reduction shall be for labor, materials, equipment and facility space used on commercial contracts. This credit shall be burdened with all elements (i.e. rent, utilities, maintenance, security, etc.) comprising the original prices, including overhead G&A and profit. The price reduction shall be made unilaterally by the Government against the appropriate Program Management line item or against another line as mutually agreed to by the parties.
- (10) The Contractor shall also provide to the Contracting Officer on a quarterly basis a report of actual costs incurred for commercial subcontracts to allow the DOE to review the actual costs against the agreed-upon price reduction. In the event the actual costs are higher than the original price elements, the DOE reserves its right to renegotiate the fee paid to the Government.
- (11) The Contractor shall submit to the Contracting Officer on an annual basis a spreadsheet of every invoice for commercial subcontracts performed during that specific fiscal year to include the name of the entity contracted with, a description of the services performed, the period of performance, hours used in labor and equipment (i.e. allocated or direct), space utilized, and the contract value. The Government reserves its right to review source documents.
- (12) Within the order of precedence for contract clauses, in the event of a conflict between this clause and any other clause, this clause shall have precedence.

H002 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website are hereby incorporated by reference.

H003 ACCESS TO DOE-OWNED OR LEASED FACILITIES

- a. The performance of this contract require that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is suspected of being, a terrorist;

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- (2) is the subject of an outstanding warrant;
 - (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 - (4) has presented false or forged identity source documents;
 - (5) has been barred from Federal employment;
 - (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 - (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- b. The Contractor shall assure:
- (1) In initiating the process for gaining physical access,
 - i. compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE,
 - ii. that the employee properly completes any forms, and
 - iii. that the employee(s) submits the forms to the person designated by the Contracting Officer.
 - (2) In completing the process for gaining physical access, that its employee
 - i. cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and
 - ii. provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the contractor's employee(s), upon
- (1) the termination of this Contract;
 - (2) the expiration of this Contract;
 - (3) the termination of employment on this Contract by an individual employee; or
 - (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

H004 CONTRACTOR'S PROGRAM MANAGER

- (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 provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative

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support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

- (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.

H005 OBSERVANCE OF NATIONAL HOLIDAYS

- (a) The Government observes the following days as national holidays:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veteran's Day
- (9) Thanksgiving Day
- (10) Christmas Day

Additionally, the Government will observe any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

Applies to Firm-Fixed-Price CLIN(s) only.

H006 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to Carlsbad Field Office, P.O. Box 3090, Carlsbad, New Mexico, 88221. All proposed releases should conform to the requirements of DOE pertaining to the public release of information.

H007 KEY PERSONNEL

- (a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

<u>NAME</u>	<u>TITLE</u>
Exemption 6	Manager
Exemption 6	IT Lead
Exemption 6	Operations Lead

Key Personnel are dedicated full-time to this contract.

- (b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

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H008 GOVERNMENT-FURNISHED FACILITIES AND SERVICES

- (a) During contracting performance, the Government will furnish the Contractor office space for approximately six individuals on an as-required basis. Additional office space may be provided by the Government as the DOE project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.
- (b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems shall be furnished by the Government on an as-required basis. The Government shall also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H009 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS)

- (a) In accordance with FAR clause 52.245-5, "Government Property Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts", as modified by DEAR 952-245-5, the property listed in the Government-Furnished Property, Attachment C, is provided for use in the performance of this contract.
- (b) Reporting Requirements.
 - 1. The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.
 - 2. The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.
- (c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$3,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

Applies to Time-and-Materials CLIN(s) only.

H010 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

- (a) The contractor is required to comply with the following in accordance with DOE O 221.2, Reporting Fraud, Waste, and Abuse to the Office of Inspector General:
 - (1) Notify their 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 appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged

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- wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.
- (2) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
 - (3) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.
 - (4) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or
 - (5) Mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.
- (b) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.
- (c) The DOE IG hotline telephone number is 202/586-4073.

H011 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES))

- (a) In performance of the work, the Contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all necessary and reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The Contractor shall participate in all emergency response drills and exercises.
- (b) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR) named in Part I, Section G of the contract. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the COR.
- (c) The Contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the Contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements in the areas of environment, health, and safety required by the local State. The plan shall also include information on the Contractor's responsibility for providing treatment for employees who become ill or are injured in DOE facilities. A copy of the plan shall be provided to the COR within 30 days of the start of work. If the Contractor has a corporate or company-wide ES&H Plan, that plan may be submitted to satisfy the requirement of this clause. At a minimum, the Plan shall address the following elements:
 - (1) Organizational Structure
 - (2) Key personnel and Responsibilities for Safety
 - (3) Safety Training and/or Meetings
 - (4) Safety Inspections and Record Keeping
 - (5) Accident Reporting and Investigation

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(6) Emergency Procedures, Telephone Numbers, and Points of Contact

- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms and conditions of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.
- (e) In the event the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

H012 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

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.

H013 CONTRACTOR IDENTIFICATION SPECIFICATIONS

- (a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.
- (b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

H014 REQUIRED ESCORT-LACK OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE

Until the Contractor receives a Government-issued FOCI clearance, all Contractor personnel may be required be escorted at all times within the DOE complex by an individual designated by the COR.

H015 WAGE DETERMINATION RATES

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination included under Attachment B to this contract which will be updated at the time of any option exercise. If this has not been done, the Contractor shall notify the Contracting Officer."

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H016 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H017 FOREIGN NATIONAL ACCESS TO DOE FACILITIES

DOE Order 142.3 entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference. A foreign national is defined as "an alien. For the purposes of DOE Order 142.3 or its associated Contractor Requirements Document, an alien is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law." The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

H018 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H019 PRECIOUS METALS INVENTORY

On an annual basis, Contractors generating inventory containing precious metals shall identify, inventory, and report such items to the Contracting Officer in accordance with DEAR 945.607-2.

H020 VIOLENCE IN THE WORKPLACE

- (a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any DOE facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.
- (b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 9-911.

H021 CONTRACTOR REQUIREMENTS DOCUMENT (CRD), DOE O 205.1A, Department of Energy Cyber Security Management Program

Regardless of the performer of the work, the contractor is responsible for compliance with the provisions and requirements of this CRD and flowing down CRD requirements to subcontractors at any tier to ensure the contractor's compliance with these provisions and requirements. As directed by the contracting officer, the contractor must meet the following requirements. The contractor must implement and comply with the applicable WIPP Network Program Cyber Security Plan (PCSP) as provided by DOE Management, for all cyber security activities involving unclassified or

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national security information systems; compliance with the PCSP is monitored by DOE Management."

H022 OPTION TASK ORDER REQUIREMENTS

- (a) TRANSCOM System upgrades will be planned, defined, and documented in a System Development Scope Estimate and Proposal. Based upon the complexity and risk of the upgrade, the Contractor shall request a task order that is most appropriate to the defined scope, as determined by using paragraphs (c) and (d) below. Task orders are not included under the "Project Management and Administrative Services" line items.
- (b) TRANSCOM Documentation and reports required for Task Order services are identified in Table F-2. The Contractor shall request a task order that is most appropriate to the defined scope, as determined by using paragraphs (c) and (d) below. Task order services for documentation and reports are not included under the "Project Management and Administrative Services" line items.
- (c) DOE's preference is to award firm fixed price task orders under line items 0006, 1005, 2005, 3005, 4005, 0007, 1006, 2006, 3006 and 4006. The Contractor must justify why the requirement can not be performed using a firm fixed price, and the only acceptable reason is the risk of performance is too high to propose a reasonable price. Under a firm fixed price task order, the risk of performance is the Contractor responsibility and all deliverables must be performed within the negotiated period of performance. The negotiated labor rates under 0004, 1003, 2003 and 4003 will be proposed to determine a technically acceptable number of labor hours to perform the work and the materials required will be proposed to complete the task order. The DOE has the unilateral right to issue an option completion task order if it accepts the proposal or can issue a work request with a ceiling price and negotiate the effort within 15 business days. The Government reserves its right to change the ceiling price to a firm fixed price task order if the Contractor fails to negotiate in good faith within these 15 business days. The Contractor may challenge the firm fixed price in accordance with the SCR H024, entitled "Alternate Disputes Resolution Clause." The DOE reserves its right to negotiate a completion task during negotiations of the proposal, and the Contractor shall provide a revised proposal based upon the agreed upon price to be referenced in the option task order.
- (d) If a time and materials work request is required, the contractor shall bill in accordance with Section G, clause G004, entitled, "Time and Materials Billing" for time and materials work requests. The Contractor shall only propose the negotiated Labor Hour rates included under line items 0004, 1003, 2003, 3003, and 4003 for such work requests, and Materials under line items 0005, 1004, 2004, 3004, and 4004.
- (e) The amount listed as the "Ceiling" for the option line items are "not to exceed" amounts and have nothing to do with authorized work. Any amount not used in one contract period shall roll over to the next period. The Contractor at the end of a contract period will provide the cumulative amount for the contract period and the total amount used to date. There is no guarantee that the ceiling price of the line item this amount will be used. The amount provided is shown as a lump sum, however, this does not mean that the contractor will be paid a lump sum. Only the ceiling price or firm fixed price issued with a work request or task order allows the

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Contractor to perform.

(f) Payment will be made twice a month as the work is completed on a pro-rated basis allowing the DOE to withhold funds to assure performance in accordance with a completion task order or a level of effort work request. The Contractor shall not exceed the "Ceiling" amount of the work request without prior approval of the Contracting Officer in writing. The Government will not be liable for any costs in excess of the ceiling price unless such prior approval has been obtained. Failure to comply with the ceiling price arrangements in this contract can cause negative comments to be included in past performance evaluation in accordance with clause H023 entitled "Past Performance Evaluation."

(g) The Government reserves its right to determine whether requirements for these services will be ordered under these line items or done as a separate procurement action. It is not the intent of the Government to guarantee that any or all of this work will be ordered under these line items.

H023 PAST PERFORMANCE EVALUATION

The DOE will submit past performance evaluation into a government database for performance at the end of each contract option period. The DOE expects compliance with the terms and conditions of the contract and endeavors to develop a strong teaming arrangement with its contractors. Performance that exceeds minimum contract requirements at no additional cost to the government will be acknowledged as strongly positive past performance information on the Contractor.

H024 ALTERNATE DISPUTES RESOLUTION

The Carlsbad Field Office and the Contractor intend to work in a strong teaming relationship. In the rare event that a dispute arises, the Contractor shall agree to an alternative dispute resolution (ADR) agreement is entered into by CBFO and the Contractor to establish a procedure to resolve the dispute, if any, that has arisen during the performance of contract.

1. The parties agree to present their positions on this dispute to a mediation panel or arbitration consisting of a neutral advisor, to be named in the event of a dispute. Following the presentations in the mediation or arbitration, the panel will enter into negotiations to arrive at a fair settlement of the dispute. During this ADR proceeding, the principals will have full authority to alter the procedure or to schedule additional meetings as they find necessary to reach a settlement of the dispute.
2. This ADR proceeding will be held at a location to be determined by mutual agreement of the parties.
3. Prior to the ADR proceeding, the parties will cooperate with each other in exchanging all documents that are relevant to the dispute and in permitting reasonable review of each other's contract files. They will also permit interviews of two key personnel for a period of no longer than four hours each. Before the ADR proceeding on a date agreed to by both parties, each party will send the following documents to the arbitrator or the neutral advisor and the two principals:
 - a. A position paper summarizing the arguments of the party. This size of the paper shall be negotiated before the proceeding and will exclude charts and tables.

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- b. All documents that is relevant to the dispute. The parties will cooperate in selecting documents to avoid duplication between the submissions of each party.
- c. A list of the issues to be determined by the arbitrator or mediation panel. The parties will make every effort to submit a joint list of issues in the order that is most logical for presentation to the panel.
- d. A list of witnesses and participants in the ADR proceeding.
4. The ADR proceeding will be conducted using the following procedures:
 - a. Each party will make an opening statement of no longer than 2 hour(s). The first statement will be made by the proponent of the major elements of the dispute.
 - b. Each issue will be discussed using a round table discussion technique. Each party will make its key employees and consultants available to participate in this discussion. In the discussion, the proponent of the issue will make a brief presentation of its position on the issue. The other party will then make a brief presentation of its defense. The neutral advisor or arbitrator will then moderate a discussion -- calling on participants from each side as they request to address the issues in question. There will be no side discussions and no participant will speak until called on by the neutral advisor or arbitrator. The goal of this discussion is to fully develop all information relevant to the determination of the facts of the dispute and the precise position of each party. All participants will refrain from statements that are unduly argumentative or contentious.
 - c. The proceedings will not be recorded and witnesses will not be sworn. However, all participants will be expected to be forthright in their statements and to be fully open and honest in their dealings with each other.
 - d. Attorneys may participate in the discussion and may call on other personnel when necessary to ensure that they contribute their knowledge to the discussion. Attorneys will not cross-examine witnesses of the other party.
 - e. Following the round table discussions, each party may summarize its position in a statement no longer than ¼ hour. The parties may, by mutual agreement, waive these statements.
5. Following the proceedings described in Paragraph 4, the principals and the neutral advisor or arbitrator will meet to negotiate a settlement that is fair to both parties. The principals may conduct these discussions with or without the neutral advisor or arbitrator. The principals may also request the neutral advisor or arbitrator to present his views on any issues or to propose resolution of one or more of the issues in dispute. Either principal may request a private, confidential meeting with the neutral advisor or arbitrator to discuss possible settlement positions, and the neutral advisor or arbitrator will not reveal any confidential information to the other party, unless authorized to do so. Either principal may adjourn the meeting at any time to caucus with his team, but all parties will endeavor to keep the negotiations active until a settlement has been reached. If settlement is not reached within the time allotted for this proceeding, the principals may request that the neutral advisor or arbitrator formulate a proposed settlement that is fair to each party. The principals may also continue negotiations for any period that is deemed to be desirable.
6. If settlement is reached, either party may call for the neutral advisor or arbitrator to prepare a report documenting the settlement and stating his conclusions as to its merits. Any such report will be delivered to each

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- party promptly after it is requested. This report may be used by either party to justify the settlement within its own organization.
7. This entire process is a settlement negotiation and all offers, promises, conduct, or statements made in this ADR proceeding are confidential and shall be inadmissible in any subsequent litigation (including proceedings before a board of contract appeals) of the disputes covered by this agreement. All written materials created specifically for this proceeding are also confidential and inadmissible in subsequent litigation. However, if settlement is reached, any such statements and written material may be used to justify and document the contract modification embodying the settlement.
 8. The neutral advisor or arbitrator will treat the subject matter of this proceeding as confidential and refrain from disclosing any of the information exchanged to third parties. The neutral advisor or arbitrator is disqualified as a witness, consultant, or expert for either party in any matter relating to the disputes covered by this agreement.
 9. The fees of the neutral advisor or arbitrator and the cost of the meeting room will be shared equally by the parties. Each party will bear all other costs of this proceeding.
 10. Either party may terminate the Alternate Disputes proceeding at any time for any reason.
 11. Binding or nonbinding arbitration can be added to this agreement if the parties want the neutral advisor or arbitrator to write a decision in the event that they fail to negotiate a settlement. If this is desired, the following paragraph can be added to the agreement (with appropriate alteration depending on whether the arbitration decision is to be binding or nonbinding):
 12. If settlement is not reached, upon the agreement of the principals that settlement is not possible, the neutral advisor or arbitrator will render a decision within 14 days. This decision shall be binding on both parties to this dispute unless either principal rejects the decision with 10 calendar days. Either party may reject the decision of the neutral advisor or arbitrator without stating any reason for such rejection unless both parties agreed to binding arbitration in which case the arbitrator decision is final and neither party can reject the decision

H025 TITLE TO TRANSCOM SYSTEM SOFTWARE

The Contractor understands and agrees that the TRANSCOM software and processes for use of TRANSCOM Services were developed using Government funds. The Government has rights to use this software and the associated processes and all modifications thereto for government purposes. The Contractor shall request for approval from the DOE Contracting Officer before investing its own funds or resources into modifying the software or the use procedures for commercial purposes of for other Government contracts. In any event, any modification to the software or procedures shall be available for government use since the software and processes were initially developed using government funds. These requirements shall be flowed down to the Contractor's team member and all subcontractors. In no instance shall the Contractor make available to any entity other than DOE, the TRANSCOM system source code without prior written consent from both the Contracting Officer and the Contracting Officers Representative.

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H026 EMPLOYEE BENEFITS PROGRAM AND TEAMING AGREEMENT

The Contractor shall develop an employee benefits program comparable to its teaming partner. The teaming agreement between the Contractor and Netgain Corporation is hereby incorporated into the contract by reference.

H027 FIRM FIXED PRICE MONITORING SERVICES

The Contractor will bill in accordance with clause G005 entitled, "Monitoring Services." The Contractor shall propose a firm fixed price including the number of labor hours required for any additional personnel that are required to perform at the mid-point of the sliding scale ranges of contract line items 0003, 1002, 2002, 3002 and 4002, including justification of Contractor risk associated with managing this level of effort requirement. The fixed price amount shall include fringe benefits, overhead, G&A and profit. This price excludes all costs under the Program Management line items.

The Government will fund at the baseline value of 101-260 shipments per month for the total contract period, which is defined as the fully funded base-line amount. This amount meets DOE requirements for the contract period, and the Contractor must meet DOE requirements at all times and shall have personnel available to meet requirements in excess of the base amount within thirty (30) business days after written notification from the Contracting Officer or if funds are fully obligated on contract in excess of the fully funded baseline amount.

The Government shall fully obligate shipments in excess of the fully funded base-line amount for a specific period of time for the contract period. The Contractor shall invoice against excess shipments only if the rate per month for excess shipments is fully obligated and shipments fall within that range. If funds are not obligated to fully fund a month in excess of the baseline value, the Contractor shall not perform the monitoring and shall immediately notify the Contracting Officer. The contractor shall provide a detailed shipping projection report forty-five (45) days before a change to the baseline value to assure that the Government contract obligations are fully funded.

NOTE: The Contractor shall not monitor excess shipments if not fully funding above the fully funded base-line amount (i.e. the Contractor shall not use future funding from the base amount which has been obligated for the contract period to monitor excess shipments at any higher scale range at any time during the performance of the contract). The Contractor shall notify the Contracting officer immediately if funds are not available to perform. Failure to meet this requirement may cause the Contractor to be in default of contract requirements.

H028 TRAVEL IN SUPPORT OF MANAGEMENT

- a) The Program Manager is expected to work at the Carlsbad Facility unless approved by the Contracting Officer. If approved, the Program Manager must work at the Carlsbad Facility a minimum of four days a month and as required to manage the contract and for training when required; The Program Manager shall be available by videoconference or telecom at TRANSCOM Users Group meetings, supporting DOE at technical meetings and stakeholder interactions as required. Any travel expenses, video conferencing costs or teleconferencing costs shall be included in the firm fixed price of the

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- contract, and cannot be charged in the contract line item for travel in support of "Project Management and Administrative Services."
- b) Travel is primarily for the purposes of training, TRANSCOM Users Group meetings, supporting DOE at technical meetings, and stakeholder interactions. The majority of TRANSCOM-user training should be performed at the DOE Carlsbad or Albuquerque Facilities. Travel will be only approved if the Contractor supports that having the training at another location is in the best interest of the Government. Failure to receive Contracting Officer approval before travel may make the travel costs unallowable. All authorized travel expenses are paid as a direct cost for employee travel and no additional overhead, G&A or profit is allowed on this expense except for payment of a transaction fee of 8% to cover G&A. Payment of travel and per diem shall be in accordance with Federal Travel Regulations. Documentation in support of billing for travel shall be in accordance with clause G006 entitled, "Travel."

H029 PROGRAM MANAGEMENT AND ADMINISTRATIVE SERVICES

Included herein are software management costs. If quality levels are not met in maintaining the software, the Contractor shall inform the Contracting Officer's Representative and the Contracting Officer in writing. The software maintenance shall include continuous maintainability, program de-bugging, adhering to cyber-security requirements, programming refinements, and updates.

This does not include adaptation to different software, addition of new software or hardware, nor major system upgrades or reporting deliverables as identified in F2. These excluded costs are defined as software upgrades or other task orders that will be performed in accordance with clause H022 entitled, "OPTION TASK ORDER REQUIREMENTS."

H030 EQUITABLE ADJUSTMENTS FOR SYSTEM FIXES

Reserved

H031 SECTION 508, ELECTRONIC INFORMATION TECHNOLOGY (EIT)

Section 508 of the Rehabilitation Act Amendments of 1998 (29 U.S.C. § 794 (d)) was enacted in the Workforce Investment Act of 1998. Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Contractor shall determine if EIT is commercially available or if software can be developed to meet this requirement and shall provide this information to the Government before any hardware purchase or any major systems upgrade. The Government will make a decision regarding Section 508 before this effort is performed.

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The Government has determined that the TRANSCOM system relies upon a visual interface which is critical to its performance. For the hearing-impaired, the TRANSCOM system can be used without audio aids while maintaining full functionality. The software applications that support the TRANSCOM system are compatible with electronic viewing aids, such as screen magnifiers and screen readers. One of the TRANSCOM system attributes is a mapping application. Since the majority of the information is graphical in nature, it does not allow for text-based descriptions of every data-point on the map. As much as reasonable, the status screen for shipments provides a text description of the position as related to the nearest geographical location (town/city, and State). When performing TRANSCOM system upgrades (as defined in clause H022, the Contractor shall work with the Government to increase the level of accessibility required by Section 508 by providing costs estimates so that the Government can make a determination on meeting these requirements.

H032 Composite Labor Rate

The Contractor will invoice at the composite labor rate in line items 0002D, 1001D, 2001D, 3001D and 4001D for each productive labor hour. A productive labor hour is one productive labor hour of effort performed by any individual performing effort under these line items. The invoice submitted will calculate the actual average labor rate used and will invoice and be reimbursed at the composite labor rate per productive labor hour. The ceiling price and ceiling labor hours are 75% of the total price and total labor hours, respectively, and the Contractor can not exceed the ceiling price or the ceiling labor hours without prior written approval of the Contracting Officer. Remaining funds not authorized for maintenance effort included under these line items shall be set aside for system upgrades under line items 0004, 0005, 0006, 0007, 1003, 1004, 1005, 1006, 2003, 2004, 2005, 2006, 3003, 3004, 3005, 3006, 4003, 4004, 4005 and 4006.

H033 Supplemental Information for FAR Clause 52.204-9 (E-Verify System).

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility Verification Program, is an Internet-based system operated by DHS U.S. Customs and Immigration Service (USCIS), in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

Before an employer can use the E-Verify system, the employer must enroll in the program and agree to the E-Verify Memorandum of Understanding (MOU) required for program participants. The terms of the MOU are established by USCIS and are not negotiated with each participant. In consenting to the MOU, employers agree to abide by current legal hiring procedures and to ensure that no employee will be unfairly discriminated against in the use of the E-Verify program. Violation of the terms of the MOU by the employer is grounds for termination of the employer's participation in the E-Verify program.

Current law [8 U.S.C. 1324a(b)] requires all employers in the United States to complete an Employment Eligibility Verification Form (Form I-9) for each newly hired employee to verify each employee's identity and employment eligibility. Under this final rule, Federal contractors will additionally enter the worker's identity and employment eligibility information into the E-Verify system, which

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checks that information against information contained in SSA, USCIS, and other Government databases.

SSA first verifies that the name, social security number (SSN), and date of birth are correct, and, if the employee has stated that he or she is a U.S. citizen, confirms U.S. citizen status through its databases. If the system confirms identity and U.S. citizenship, and there are no other indicators that the information is not correct, SSA confirms employment-eligibility. USCIS also verifies through database checks that any non-U.S. citizen employee is in an employment-authorized immigration status.

If the information provided by the worker matches the information in the SSA and USCIS records, no further action will be required. E-Verify procedures require only that the employer record on the Form I-9 the verification identification number and the result obtained from the E-Verify query or print a copy of the transaction record and retain it with the Form I-9. Form I-9 becomes effective April 3, 2009.

If SSA is unable to verify information presented by the worker, the employer will receive an "SSA Tentative Nonconfirmation" notice. Similarly, if USCIS is unable to verify information presented by the worker, the employer will receive a "DHS Tentative Nonconfirmation" notice. Employers can receive a tentative nonconfirmation notice for a variety of reasons, including inaccurate entry of information by the employer into the E-Verify website, and changes in the worker's name or immigration status that the worker has not updated in the SSA database searched by the E-Verify system. If the individual's information does not match the SSA or USCIS records, the employer must provide the worker with a written notice generated by the E-Verify system, called a "Notice to Employee of Tentative Nonconfirmation".

The worker must then indicate on the notice whether he or she contests or does not contest the finding reflected in the tentative nonconfirmation that he or she appears unauthorized to work, and both the worker and the employer must sign the notice. If the worker chooses to contest the tentative nonconfirmation, the employer must print a second notice generated by the E-Verify system, called a "Referral Letter," which contains information about resolving the tentative nonconfirmation, as well as the contact information for SSA or USCIS, depending on which agency was the source of the tentative nonconfirmation. The worker then has eight (8) Federal Government workdays to visit an SSA office or call USCIS to try to resolve the discrepancy. Under the E-Verify MOU, if the worker contests the tentative nonconfirmation, the employer is prohibited from terminating or otherwise taking adverse action against the worker while he or she awaits a final resolution from the Federal Government agency. If the worker fails to contest the tentative nonconfirmation, or if SSA or USCIS is unable to resolve the discrepancy, the employer will receive a notice of final nonconfirmation and the worker's employment may be terminated.

Participation in E-Verify does not exempt the employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws. However, the following modified requirements apply by reason of the employer's participation in E-Verify: (1) Identity documents used for verification purposes must have photos (except as discussed below with respect to accommodations); (2) if an employer obtains confirmation of the identity and employment eligibility of an individual in compliance with the terms and conditions of E-Verify, a rebuttable presumption is established that the employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the

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hiring of the individual; (3) the employer must notify DHS if it continues to employ any employee for whom the employer has received a final nonconfirmation, and the employer is subject to a civil money penalty between \$500.00 and \$1,000.00 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) if an employer continues to employ an employee after receiving a final nonconfirmation and that employee is subsequently found to be an unauthorized alien, the employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of Immigration and Nationality Act (INA) section 274A(a); and, (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith reliance on information provided through the confirmation system.

H-34 Wage Rates Approved Above Service Contract Act Wages

The negotiated proposal with a total contract value of \$7,811,833.67 is incorporated into the contract. Sixty days after award or issuance of an option period, the Contractor shall report the wage rates paid and list all other fringe rates including health coverage, bonuses, etc. These rates will be compared against the proposal rates with a discussion of any differences over one percent above or below. Both parties agree that payment of competitive wages is a benefit to the TRANSCOM contract, and compliance with competitive wages may be considered in issuing any option period on this contract.

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The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (JUL 2004)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, 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 (SEP 2007)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (Dec 2007)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- 52.204-09 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)
(see Clause H033)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (Oct 1997)
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALT -I)
- 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999) Insert: '15'
- 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Insert into paragraph (a) '1-day' and '15-days'; Insert into Paragraph (c): '5-years'
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)
Insert into paragraph (c), (d), and (f) 'U.S. Department of Energy'
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.219-17 SECTION 8(a) AWARD (DEC 1996)
Insert into paragraphs 2, 4 and f(c) the contracting agency as follows: 'Department of Energy, Carlsbad Field Office'
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
- 52.222-03 CONVICT LABOR (JUN 2003)
- 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)
- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
- 52.223-02 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-03 PATENT INDEMNITY (APR 1984)
- 52.227-14 RIGHTS IN DATA -GENERAL (DEC 2007)
- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
- 52.228-02 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-05 INSURANCE --WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- 52.232-01 PAYMENTS (APR 1984)
- 52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-22 LIMITATION OF FUNDS (APRIL 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES - FIXED PRICE (AUG 1987) - ALT II (APR 1984)
- 52.243-03 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is '30 days'
Para (d), Number of calendar days is '30 days'
- 52.244-02 SUBCONTRACTS (JUN 2007)
Para (e), approval required on subcontracts to: 'TBD'
Para (k), Insert subcontracts evaluated during negotiations. 'TBD'
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
- 52.245-01 GOVERNMENT PROPERTY (JUNE 2007)(see Attachment C)
Modify FAR 52.245-1 by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in the first sentence of paragraphs (e) (1) and (e) (2) of the clause
- 52.246-02 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
- 52.246-04 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

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- 52.246-06 INSPECTION - TIME AND MATERIAL AND LABOR HOUR (MAY 2001)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)
- 52.248-01 VALUE ENGINEERING (FEB 2000)
- 52.249-02 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

Following Department of Energy Acquisition Regulation clauses incorporated by reference:

- 952.202-01 DEFINITIONS (JAN 2005)
- 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
- 952.204-02 SECURITY (MAY 2002)
- 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)
- 952.208-70 PRINTING (APR 1984)
- 952.215-70 KEY PERSONNEL (DEC 2000)
- 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
- 952.226-72 ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)
- 952.242-70 TECHNICAL DIRECTION (DEC 2000)
- 952.245-02 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
Modify FAR 52.245-1 by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in the first sentence of paragraphs (e) (1) and (e) (2) of the clause.

The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.252-02 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 this/these address(es): <http://farsite.hill.af.mil>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES IN FULL TEXT

952.204-77 COMPUTER SECURITY (AUG 2006)

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(a) Definitions.

(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

(b) Access to DOE computers. A contractor shall not allow an individual to have access to information on a DOE computer unless:

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and,

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public,

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and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

(1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.

(2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.

(3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.

(4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.

(5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

(6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

(c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:

- (1) Define the scope of work;
- (2) Identify and analyze hazards associated with the work;
- (3) Develop and implement hazard controls;
- (4) Perform work within controls; and
- (5) Provide feedback on adequacy of controls and continue to improve safety management.

(d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the

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integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

(e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

(f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(i) The contractor shall include a clause substantially the same as this clause its subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)

(a) Definition. Eligible employee means a current or former employee of a

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contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

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;"

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(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 Special Contract Requirements clause H024 entitled "Alternate Disputes Resolution."

**SECTION J - LIST OF CONTRACT ATTACHMENTS
DE-EM0000023**

ATTACHMENT

TITLE

**ATTACHMENT A
ATTACHMENT B
ATTACHMENT C**

**STATEMENT OF WORK FOR TRANSCOM SERVICES
SCA WAGE DETERMINATION
GOVERNMENT FURNISHED PROPERTY AND INFORMATION**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. 004	3. EFFECTIVE DATE 07/06/2009	4. REQUISITION/PURCHASE REQ. NO. 09EM001644	5. PROJECT NO. (If applicable)
ISSUED BY CODE U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3090	CBFO 03003	7. ADMINISTERED BY (If other than Item 6) CODE Arthur L. Welton (505) 234-7461	
Dewayne Carson, Contracts Manager Ma-Chis Lower Creek Indian Tribe Enterprises 10893 West State Highway 52 P.O. Box 306, Samson, AL 36477-5793 Email: dqcarson@bellsouth.net	(X)	9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0000023	
		10B. DATED (SEE ITEM 13) February 16, 2009	
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<p>_____ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>			
2. ACCOUNTING AND APPROPRIATION DATA (If required) N/A			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.217-8, Option to Extend the Contract		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor _____ is not, <u>XX</u> is required to sign this document and return <u>3</u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. See following page:			
15A. NAME AND TITLE OF SIGNER (Type or print) James Wright		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"		15C. DATE SIGNED 02 Sep 2009	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
			16C. DATE SIGNED 9/8/09

- a) The purposes of this modification is to:
- (1) Increase contract value by Exemption 4 from Exemption 4 to Exemption 4 for effort funded from the Department of Energy (DOE) Global Threat Reduction Initiative (GTRI) to complete transport security related enhancements to the existing TRANSCOM software.
 - (2) Incorporate a revised Government Property List into the contract.

b) As a result, the contract is revised as follows:

- (1) The effective date is July 6, 2009, which was the verbal notice to precede using CBFO funding with a ceiling price of Exemption 4 is hereby rescinded and replaced with the ceiling price of Exemption 4. These costs should be invoiced separately and charged to the applicable accounting line data incorporated under this modification.
- (2) The ceiling price of Contract Line Item Numbers 0004, 0005, 0006 and 0007 is increased by Exemption 4 from Exemption 4 to Exemption 4.
- (3) Contract Line Items 0004A and 0005A are incorporated into the contract and the ceiling price of Exemption 4 is included under item 0004A as a ceiling price for Line Items 0004A and 0005A.
- (4) The section under clause G006 with a heading of "FUNDING" is revised to read: "G007 FUNDING."
- (5) The funding incorporated under Contract Line Items 0004A and 0005A are incorporated as follows:

G007 FUNDING

CLIN	ACCOUNTING DATA	AMOUNT
0002A	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002B	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002C	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002D	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0003	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0004, 0005, 0006, 0007	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0004A, 0005A	00911 2009 33 490801 25200 1721311 0000000 4900128 0000000	Exemption 4
		1,467,380.05

- (6) Delete in its entirety Attachment C to the contract and incorporate Attachment C to the contract and incorporate a revised Government Property List into the contract.

(c) As a result of the aforementioned changes, remove the page(s) listed under Column I below and substitute therewith the page(s) set forth under Column II, all of which are attached hereto and made part of the contract by this modification:

Column I
 SECTION B – THE SCHEDULE
 Page B-2

Column II
 SECTION B – THE SCHEDULE
 Page B-2

**SECTION G – CONTRACT
ADMINISTRATION DATA
Page G-2**

**SECTION G – CONTRACT
ADMINISTRATION DATA
Page G-2**

**ATTACHMENT C – GOVERNMENT
PROPERTY LIST
Pages 1-2**

**ATTACHMENT C – GOVERNMENT
PROPERTY LIST
Pages 1-5**

d) CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204): In consideration of the modification agreed to herein as a complete and equitable adjustment for the increase in contract value including all changes included in the attached contract herein, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.

PART I - THE SCHEDULE

CLIN	SERVICE	QTY	UNIT	CEILING PRICE
0002C	Qualcomm licensing, hardware and software services in support of TRANSCOM and the OmniTRAC Messaging system	1	Lot	\$ 60,782.39
		<u>Total Labor Hours</u>		<u>Composite Labor Rate</u>
		Exemption 4		Exemption 4
0002D	IT Support Services in support of TRANSCOM server hardware and software maintenance, and cyber security Payment shall be made in accordance with clause H.32 entitled "Composite Labor Rate."			Exemption 4

CLIN	SERVICE	QTY	UNIT	PRICE	TOTAL AMOUNT
0003	Monitoring Services In accordance with Section C, 6.1,	1	Lump Sum		Exemption 4

NOTE: Line item 0003 is based on the pricing shown below on the sliding scale for shipments per month and is a firm fixed price up to 460 shipments per month. The Contractor shall comply with SCR H.27 entitled, "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements and will be paid in accordance with Section G, clause G005 entitled, "MONITORING SERVICES."

Shipments per Month	Rate (\$) per Month
0 - 100	Exemption 6
101 - 260 (Baseline value)	Exemption 4
261 - 380	Exemption 4
381 - 460	Exemption 4

Shipments are defined as:

- Transport from and to WIPP, including loads, empties, road shows, and training units
- Transport of special materials, spent nuclear fuel, high-visibility, greater-than-class-C, and other shipments in support of the DOE mission

CLIN	SERVICE	FUNDED AMOUNT
0004	Major TRANSCOM System Upgrades Pre-priced labor rates Major TRANSCOM System Upgrades Pre-priced labor rates Project Lead System Software Engineer System Programmer Database Administrator System Technician	Ceiling \$349,380.05
		Exemption 4

- 0004A Enhancements to TRANSCOM for Supporting GTRI Shipment Time and Materials Ceiling Price: \$99,380.05
- 0005 Materials applicable to System Upgrades.
- 0005A Materials in support of line Item 0004A Ceiling Price: Included under line item 0004A
- 0006 Firm Fixed Price System Upgrades
- 0007 Other Task Orders

NOTE: Task Orders under line items 0004, 0005, 0006, and 0007 performed in accordance with Special Contract Requirement H022 entitled, "OPTION TASK ORDER REQUIREMENTS." Ceiling price includes value of all of these line items.

- (a) shall be updated for each contract option year. The Contractor shall advise the Contracting Officer if the wage determination is not updated within 30 days of the option period.
- (b) Material costs shall be billed at cost incurred as evidenced by a vendor/supplier billing for determination of fair and reasonableness of price. Documentation shall be provided with each invoice. These documents shall be maintained by the contract until contract close out and this information is subject to audit. There will be no materials handling costs or any other sort of overhead or profit associated with material payments.

G005 MONITORING SERVICES

The Contractor shall bill twice a month using the firm fixed price from the prior billing period's average shipments per month. Included in the invoice will be documentation supporting the average shipments for the prior billing month. The base lump sum amount is the firm fixed price of 101 - 260 shipments per month for the total base period or option period, as applicable. The Government shall fund in excess of this amount for future periods if the amount is expected to exceed 260 shipments. The Contractor shall comply with SCR H027, entitled "FIRM FIXED PRICE MONITORING SERVICES" for performance requirements. The Contractor is not expected to perform without fully funding the base lump sum amount additional amounts and shall comply with SCR H027 to perform in excess of this base amount.

G006 TRAVEL

Travel will not be paid if insufficient funds are not obligated on contract. The Contractor shall comply with FAR clause 52.232-22 entitled "Limitation of Funds" clause and advise the Government if sufficient funding is not obligated to perform the requirement on the applicable line item. All invoices will have supporting data and air travel is preferred to minimize the stay. If road travel is required, the Contractor shall provide a written justification that the road travel is beneficial to the Government by minimizing cost and meeting the travel requirement. Failure to provide reasonable justification may make the expense unallowable.

G007 FUNDING

CLIN	ACCOUNTING DATA	AMOUNT
0002A	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002B	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002C	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0002D	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0003	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0004, 0005, 0006, 0007	01250 2009 33 490801 25200 111957 0000443 0000000 0000000	Exemption 4
0004A, 0005A	00911 2009 33 490801 25200 1721311 0000000 4900128 000000	1,467,380.05

Attachment C

Qty	Description	Serial Number	Brand/Model	Location	NGC Assigned Number	Date of Purchase	DOE property tag #	PROPERTY TYPE
1	CPU - QTRACS Primary	2UA5380M1Q	HP/Compaq	TCC	TRANS0104		SO21839	CBFO GFE
1	CPU - Extension 6 including - HP DVD +- R/RW Drive 6080480 DV-W28E-R56	2UA5380M1S	HP/Compaq	TCC	TRANS0105		SO21840	CBFO GFE
1	CPU - Admin1 Support Database including - HP DVD +- R/RW Drive 810HP001817 GSA-T20L	2UA5380M1M	HP/Compaq	TCC	TRANS0106		SO21841	CBFO GFE
1	CPU - TRANSCOM Admin	2UA5380M1L	HP/Compaq	TCC	TRANS0107		SO21842	CBFO GFE
1	CPU - TRANSCOM Admin Back-up	2UA5380M1R	HP/Compaq	TCC	TRANS0108		SO21843	CBFO GFE
1	CPU - Extension 6 including HP DVD +- R/RW Drive 6080479 DV-W28E-R56	2UA5380M1P	HP/Compaq	TCC	TRANS0109		SO21844	CBFO GFE
1	CPU - QTRACS Secondary	2UA5380M1N	HP/Compaq	TCC	TRANS0110		SO21845	CBFO GFE
1	CPU - System Analyst - including HP DVD +- R/RW Drive	2UA5380M1T	HP/Compaq	TCC	TRANS0111		SO21846	CBFO GFE
1	Flat Panel Monitor		HP 2035	TCC	TRANS0112			CBFO GFE
1	Flat Panel Monitor		HP 2035	TCC	TRANS0114			CBFO GFE
1	Flat Panel Monitor		HP 2035	TCC	TRANS0115			CBFO GFE
1	Flat Panel Monitor		HP 2035	TCC	TRANS0116			CBFO GFE
1	Flat Panel Monitor		HP 2035	TCC	TRANS0117			CBFO GFE
1	Flat Panel Monitor		HP 2035	TCC	TRANS0118			CBFO GFE
1	Flat Panel Monitor		HP 2035	TCC	TRANS0119			CBFO GFE
1	CPU Server - transapp1 PROD IAS	USE537N5R5	DL380	CBFO Server Rm	TRANS0120		SO21864	CBFO GFE
1	CPU Server - transdb2	USE537N5R6	DL380	CBFO Server Rm	TRANS0121		SO21865	CBFO GFE
1	CPU Server - transapp2 PROD MAPS	USE537N5R3	DL380	CBFO Server Rm	TRANS0122		SO21866	CBFO GFE
1	CPU Server - transdb1 PROD DB	USE537N5R4	DL380	CBFO Server Rm	TRANS0123		SO21867	CBFO GFE
1	Laserjet Printer 4250 DNT	JPGGL01390	HP	TCC	TRANS0124			CBFO GFE
1	Fax Machine SF-560	BACY715761N	Samsung	TCC	TRANS0125			CBFO GFE
1	Atomic Timezone Clocks	unavailable		TCC	TRANS0126			CBFO GFE
1	Desktop Computer	98-T5P51	Dell/DHS	TCC	TRANS0130		SO21241	CBFO GFE

Attachment C

Qty	Description	Serial Number	Brand/Model	Location	NGC Assigned Number	Date of Purchase	DOE property tag #	PROPERTY TYPE
1	CPU LAPTOP - Exemption 6	55QHKH1	DELL/ATG	TCC/ALBQ		2/10/2009	S023113	CBFO GFE
1	CPU Optiplex 755 - Exemption 6	HJTMRH1	DELL	TCC		2/10/2009	S023108	CBFO GFE
1	CPU Optiplex 755	3KTMRH1	DELL	TCC		2/10/2009	S023105	CBFO GFE
1	CPU Optiplex 755 - TRANSCOM Admin	7JTMRH1	DELL	TCC		2/10/2009	S023104	CBFO GFE
1	CPU Optiplex 755	1KTMRH1	DELL	TCC		2/10/2009	S023108	CBFO GFE
1	CPU Optiplex 755 - TRANSCOM Admin Back-up	BJTMRH1	DELL	TCC		2/10/2009	S023107	CBFO GFE
1	HP Proliant DL-380 63 (Server) - TCCdb1	MOVAL6PC2M	HP	CBFO Server Room		4/16/2009	S021366	CBFO GFE
1	CPU Server TCC Support Server	M00YKVJB2N 338549-002	HP DL320	CBFO Server Rm	TRANS0001	From Albq. NM		>\$1000 Proj
1	Server (backups COOP)	D241JZG2H593	Compaq DL380-G2	Albq. SAIC	TRANS0029	From Richland WA		>\$1000 Proj
1	Server (backups COOP)	D241JZG2H594	Compaq DL380-G2	Albq. SAIC	TRANS0030	From Richland WA		>\$1000 Proj
1	Laptop (HP)	CNF43016wx	HP Compaq nx9010	Albq. NetGain (S. Taylor)	TRANS0002	From Albq. NM		>\$1000 Proj
1	Laptop (Dell) (evacuation PC)	P/N IX335 A01	Dell/Latitude D360	TCC	TRANS0073	1/9/2008		>\$1000 Proj
1	Qualcomm Transponder Unit Active (back-up)	11480		SRS FRR RAIL	TRANS0050	From Albq. NM		>\$1000 Proj
1	Qualcomm Transponder Unit Active (Primary)	10505		SRS FRR RAIL	TRANS0051	From Albq. NM		>\$1000 Proj
1	Qualcomm Transponder Unit IMCT	777095	IMCT	On roof SWB	TRANS0063	From Albq. NM		>\$1000 Proj
1	Qualcomm Transponder Unit IMCT	856040	IMCT	TCC	TRANS0085	From Albq. NM		>\$1000 Proj
1	Astron Power Supply -RS-7A	200080157	Astron	CBFO Server Rm	TRANS0015	From Albq. NM		<\$1000
1	Qualcomm Keyboard for IMCT (Roof)			CBFO Server Rm	TRANS0021	From Albq. NM		<\$1000
1	Belkin PS/2 Interface Module	270607010488	Belkin	CBFO Server Rm	Property of US Govt.	6/17/2008		<\$1000
1	Belkin PS/2 Interface Module	270607010472	Belkin	CBFO Server Rm	Property of US Govt.	6/17/2008		<\$1000
1	Belkin PS/2 Interface Module	270807010591	Belkin	CBFO Server Rm	Property of US Govt.	6/17/2008		<\$1000
1	Belkin PS/2 Interface Module	270607009848	Belkin	CBFO Server Rm	Property of US Govt.	6/17/2008		<\$1000
1	Belkin PS/2 Interface Module	270607010471	Belkin	CBFO Server Rm	Property of US Govt.	6/17/2008		<\$1000
1	OmniView SMB 1X8KVM-over-IP Switch	081002000026 F1DP108G	OmniView	CBFO Server Rm	Property of US Govt.	6/17/2008		<\$1000
1	Uninterupted Power Supply	2200	Smart	Eddy Co. Bldg.	TRANS0006	From Albq. NM		<\$1000

Attachment C

Qty	Description	Serial Number	Brand/Model	Location	NGC Assigned Number	Date of Purchase	DOE property tag #	PROPERTY TYPE
1	Uninterrupted Power Supply	2200	Smart	Eddy Co. Bldg.	TRANS0007	From Albg. NM		<\$1000
1	Uninterrupted Power Supply	2200 XL	Smart	Eddy Co. Bldg.	TRANS0008	From Albg. NM		<\$1000
1	All in one printer copier fax	MY74G45035 Pro L7880	HPOfficeJet	Eddy Co. Bldg.	Property of US Govt.	1/9/2008		<\$1000
1	Storage Cabinet plastic			Eddy Co. Bldg.	TRANS0081	8/1/2008		<\$1000
1	Ergonomic chair			Sharons Desk SWB	TRANS0059	From Albg. NM		<\$1000
1	Digital Camera -Kodak DX8340	KCKCJ31805509	Kodak	TCC	TRANS0004	From Albg. NM		<\$1000
1	GPS -Magellan GPS 315	266853	Magellan	TCC	TRANS0005	From Albg. NM		<\$1000
1	Cisco 1700 Router		Cisco	TCC	TRANS0012	From Albg. NM		<\$1000
1	Hayes Accure Modem	15328	Hayes	TCC	TRANS0013	From Albg. NM		<\$1000
1	Accuwave DS clock			TCC	TRANS0020	From Albg. NM		<\$1000
1	Qualcomm Keyboard for IMCT	.		TCC	TRANS0069	From Albg. NM		<\$1000
1	Proctor Sinox Toaster Oven		Proctor	TCC	Property of US Govt.	From Albg. NM		<\$1000
1	Western Digital External Hardrive 120 GB (Admin 1)	S/N:WCAL 96498853	MDL:WD 120GB015	TCC	TRANS0022	2008		<\$1000
1	Western Digital Caviar SE16 250 GB (700 RPM) (Internal Drive (Installed in Admin PC- Tag#S021841))	S/N: WCALL 1550536	MDL:WD2000BB- 00GU00	TCC	Property of US Govt.	?		<\$1000
1	Sharp Carousel Microwave	1512049	Sharp	TCC	Property of US Govt.	?		<\$1000
1	Battery Operated Lamp		Coleman	TCC	Property of US Govt.	8/15/2008		<\$1000
1	Floor Heater (value \$40.00) Boston	BOR25886	Boston	TCC	Property of US Govt.	10/31/0006		<\$1000
1	Key Cabinet - GE Supra	1785	Keysafe	TCC	Property of US Govt.	11/2/2008		<\$1000
1	Refrigerator 248YW/YB Avanti	S/N:Avanti248YB	Avanti	TCC	Property of US Govt.	08/01/07		<\$1000
1	Cell Phone (TCC emergency phone-Sprint Serv)	505 302 9859	Sanyo	TCC	Property of US Govt.	7/10/2008		<\$1000
1	Work Chair HermanMiller	331-TCC	HermanMiller	TCC	Property of US Govt.	8/20/2007		<\$1000
1	Work Chair HermanMiller	333-TCC	HermanMiller	TCC	Property of US Govt.	8/20/2007		<\$1000
1	Office Chair	2075BW89T	HON	TCC	Property of US Govt.	8/20/2007		<\$1000

Attachment C

Qty	Description	Serial Number	Brand/Model	Location	NGC Assigned Number	Date of Purchase	DOE property tag #	PROPERTY TYPE
1	Projector -	ANEL637R0523	In-Focus	TCC	Property of US Govt.	8/1/2007		<\$1000
1	Flat Panel Monitor -	2007FPb	Dell	TCC	TRANS0082	1/8/2008		<\$1000
1	Wireless Head set -Plantronics CS55	BA889510	Plantronics	TCC	Property of US Govt.	1/8/2008		<\$1000
1	Wireless Head set -Plantronics CS55	BA885709	Plantronics	TCC	Property of US Govt.	1/8/2008		<\$1000
1	Belkin PS/2 Interface Module (extra)	270607008749	Belkin	TCC	Property of US Govt.	6/17/2008		<\$1000
1	SOLAR 12 Volt Battery Charger/Monitor/Starter	141 - 281 - 007		TCC	Property of US Govt.			<\$1000
1	Flat Panel Monitor	080707L 0804939	Dell/2208WFP1	TCC	TRANS0127	9/16/2008		<\$1000
1	Ultra Mini USB Keypad	808013569	Targus Ultra	TCC	TRANS0053	1/20/2009		<\$1000
1	UPS 1200 WATT	40408700808	RDC-UPS2000D	TCC	TRANS0060	1/20/2009		<\$1000
1	Linksys 16 port 1000GB switch	RID20H400918 GGR3708 MM	Linksys	TCC	TRANS0055	6/1/2008		<\$1000
1	Craftsman Ratchet Set w/ case			Toolbox TCC	Property of US Govt.	From Albq. NM		<\$1000
1	Ryobi 18 volt Cordless Drill & Light (set)			Toolbox TCC	Property of US Govt.	From Albq. NM		<\$1000
1	DeWalt Drill Bit Set			Toolbox TCC	Property of US Govt.	From Albq. NM		<\$1000
1	Micromita Digital Multimeter			Toolbox TCC	Property of US Govt.	From Albq. NM		<\$1000
11	Wrenches			Toolbox TCC	Property of US Govt.	From Albq. NM		<\$1000
1	Misc. Tools			Toolbox TCC	Property of US Govt.	From Albq. NM		<\$1000
2	Contico Tool Boxes			Toolbox TCC	Property of US Govt.	From Albq. NM		<\$1000
1	28" LCD/DVD TV & bracket		RCA- Dolby digital	TCC	TRANS0025	7/18/2009		<\$1000
1	US Robotics 56k modem		Robotics	In CBFO Storage				
1	Empty Plastic Battery Box Container 16" x 110" x D10"			In CBFO Storage				
1	Regulated Power Supply Output = 10 AMP 13.8 VDC	22-508		In CBFO Storage				
1	Qualcomm Keyboard	153170		In CBFO Storage				

Attachment C

Qty	Description	Serial Number	Brand/Model	Location	NGC Assigned Number	Date of Purchase	DOE property tag #	PROPERTY TYPE
1	Quiscomm Dome	1102732		In CBFO Storage				
1	Transponder Unit Active	11181		In CBFO Storage				
1	Weather Guard Box with MCT Parts & Cables	525-5 underbed box		In CBFO Storage				
1	Weather Guard Box with MCT Parts & Cables	525-5 underbed box		In CBFO Storage				
1	Weather Guard Box with MCT Parts & Cables	525-6 underbed box		In CBFO Storage				
1	Weather Guard Box with MCT Parts & Cables	525-6 underbed box		In CBFO Storage				
1	Gray transporter cases (Frame and Panels) SkyLine Display Panel	F1000-1		In CBFO Storage				
1	Gray transporter cases (Frame and Panels) SkyLine Display Panel	F1000-2		In CBFO Storage				
1	Wide gray Cabbage case (Fiber Optic unit) SkyLine Display Panel			In CBFO Storage				
1	Electronic Equip Shock Sensitive Box to house Satellite Transponder Units (good for shipping)			In CBFO Storage				
1	Electronic Equip Shock Sensitive Box to house Satellite Transponder Units (good for shipping)			In CBFO Storage				
1	Flexible Solar Battery Charger	024015		In CBFO Storage				
1	Astron Power Supply -RS-7A	200080158	Astron	In CBFO Storage				