

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 160	
2. CONTRACT NUMBER			3. SOLICITATION NUMBER DE-SOL-0005476		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 07/25/2013	6. REQUISITION/PURCHASE NUMBER
ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202			CODE 03001		8. ADDRESS OFFER TO (if other than item 7) EMCBC U.S. Department of Energy Attn: Christopher Lockhart 110 Boggs Lane Suite 450 Springdale, OH 45246		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ 4 _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ and _____ 1600 ET _____ local time _____ 08/27/2013 _____ (Hour) _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Christopher A. Lockhart	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS christopher.lockhart@emcbc.d
	AREA CODE 513	NUMBER 744-0996	EXT.	OR

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OFFER (Must be fully completed by offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
001	13 Aug 13		
002	20 Aug 13		

15A. NAME AND ADDRESS OF OFFEROR

Ma-Chis LCITE, Inc.
202 N Main Street
Kinston AL 36453
DUNS #: 360613710 CAGE: 39VL8

15B. TELEPHONE NUMBER

AREA CODE 334	NUMBER 565-3209	EXT.
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15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

James C. Wright, CEO

17. OFFER DATE

11 Sep 2013

Exemption 6

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED

All

20. AMOUNT

\$7,988,652.00

21. ACCOUNTING AND APPROPRIATION

See Schedule

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304 (c) () ☐ 41 U.S.C. 253 (c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

See Section G

24. ADMINISTERED BY (if other than item 7)

See Section G

25. PAYMENT WILL BE MADE BY

See Section G

26. NAME OF CONTRACTING OFFICER (Type or print)

William B. Hensley

27. UNITED STATES OF AMERICA

Exemption 6

28. AWARD DATE

11/14/2013

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION. Previous edition is unusable.

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

PART 1 – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES PRICES / COST

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B.01 ITEMS BEING ACQUIRED

This contract is for the Department of Energy (DOE) Transportation Tracking and Communication System (TRANCOM) support services. DOE requires a system to track and monitor, via truck, rail, or barge, defense-related radioactive and non-radioactive materials/waste shipments, and in some instances, transuranic (TRU) waste shipments to and from DOE facilities. TRANSCOM is a twenty-four hour per day, seven days per week (24/7) tracking and monitoring system that utilizes data transponders, satellite, terrestrial tools, and real-time positioning. Under this contract, TRANSCOM support services include system design changes, training, and upgrades as support to the main tracking, monitoring and communication service functions.

B.02 TYPE OF CONTRACT

This is a Requirements Contract with Fixed Price and Time-and-Materials Task Orders. The Contractor shall provide all services required to operate, manage and maintain the TRANSCOM system as described in Section C, Description/Specifications/Performance Work Statement (PWS).

B.03 LIMITATION OF FUNDS

The total amount of funds allotted to the contract for work under task orders will be provided on each task order. Task orders may be issued up to the not-to-exceed value of the contract base period plus any exercised option periods.

B.04 PRICE SCHEDULE

BASE PERIOD: 12 Months from Assuming Full Responsibility of the PWS

LINE ITEM	SCHEDULE OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	Transition in accordance with Section C.05.	1	Lump Sum	0.00	\$0.00_____

00002	Contractor Responsibilities and Description of Services, and Communication Services in accordance with Sections C.03, C.06, C.08, C.10, and C.11. <div>Shipments Per Month Rate (\$ per month)</div> <div>0 – 130 \$76,289</div> <div>131 – 270 \$78,110 (Baseline Value)</div> <div>271 – 420 \$87,515</div> Pricing shown above is on a sliding scale for shipments per month and is a fixed unit price up to 420 shipments per month.	1	Lump Sum		<div>\$Exemption 4</div> (Baseline Value)
00003	Technical Services (<i>Inclusive of Licensing costs</i>) in accordance with Section C.07.	12	MO	<div>\$Exemption 4</div>	<div>\$Exemption 4</div>
00004	System Design Changes/Upgrades in accordance with Section C.09.				
	Project Manager	480	DPLH	<div>\$Exemption 4</div>	<div>\$Exemption 4</div>
	System Engineer	480	DPLH	<div>\$Exemption 4</div>	<div>\$Exemption 4</div>
	System Programmer	360	DPLH	<div>\$Exemption 4</div>	<div>\$Exemption 4</div>
	Database Administrator	280	DPLH	<div>\$Exemption 4</div>	<div>\$Exemption 4</div>
	System Technician	480	DPLH	<div>\$Exemption 4</div>	<div>\$Exemption 4</div>
	Network Specialist	240	DPLH	<div>\$Exemption 4</div>	<div>\$Exemption 4</div>
	Total				<div>\$Exemption 4</div>
00005	Materials for System Design Changes / Upgrade	1	Lump Sum		<div>\$Exemption 4</div>
00006	Travel & Miscellaneous	1	Lump Sum		<div>\$Exemption 4</div>
	Base Period: Total Not-to-Exceed Amount	<div>\$Exemption 4</div>			

OPTION PERIOD 1: 13 through 24 Months

LINE ITEM	SCHEDULE OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
00007	Contractor Responsibilities and Description of Services, Communication Services in accordance with Sections C.03, C.06, C.08, C.10, and C.11. <u>Shipments Per Month</u> <u>Rate (\$ per month)</u> 0 – 130 \$Exemption 4 131 – 270 \$Exemption 4 (Baseline Value) 271 – 420 \$Exemption 4 Pricing shown above is on a sliding scale for shipments per month and is a fixed unit price up to 420 shipments per month.	1	Lump Sum		\$Exemption 4 (Baseline Value)
00008	Technical Services (<i>Inclusive of Licensing costs</i>) in accordance with Section C.07.	12	MO	\$Exemption 4	\$Exemption 4
00009	System Design Changes/Upgrades in accordance with Section C.09.				
	Project Manager	480	DPLH	\$Exemption 4	\$Exemption 4
	System Engineer	480	DPLH	\$Exemption 4	\$Exemption 4
	System Programmer	360	DPLH	\$Exemption 4	\$Exemption 4
	Database Administrator	280	DPLH	\$Exemption 4	\$Exemption 4
	System Technician	480	DPLH	\$Exemption 4	\$Exemption 4
	Network Specialist	240	DPLH	\$Exemption 4	\$Exemption 4
	Total				\$Exemption 4
00010	Materials for System Design Changes / Upgrade	1	Lump Sum		\$Exemption 4
00011	Travel & Miscellaneous	1	Lump Sum		\$Exemption 4
	Option Period 1: Total Not-to-Exceed Amount	\$Exemption 4			

OPTION PERIOD 2: 25 through 36 Months

LINE ITEM	SCHEDULE OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
00012	Contractor Responsibilities and Description of Services, Communication Services in accordance with Sections C.03, C.06, C.08, C.10, and C.11. <u>Shipments Per Month</u> <u>Rate (\$ per month)</u> 0 – 130 \$Exemption 4 131 – 270 \$Exemption 4 (Baseline Value) 271 – 420 \$Exemption 4 Pricing shown above is on a sliding scale for shipments per month and is a fixed unit price up to 420 shipments per month.	1	Lump Sum		\$Exemption 4 (Baseline Value)
00013	Technical Services <i>(Inclusive of Licensing costs)</i> in accordance with Section C.07.	12	MO	\$Exemption 4	\$Exemption 4
00014	System Design Changes/Upgrades in accordance with Section C.09.				
	Project Manager	480	DPLH	\$Exemption 4	\$Exemption 4
	System Engineer	480	DPLH	\$Exemption 4	\$Exemption 4
	System Programmer	360	DPLH	\$Exemption 4	\$Exemption 4
	Database Administrator	280	DPLH	\$Exemption 4	\$Exemption 4
	System Technician	480	DPLH	\$Exemption 4	\$Exemption 4
	Network Specialist	240	DPLH	\$Exemption 4	\$Exemption 4
	Total				\$Exemption 4
00015	Materials for System Design Changes / Upgrade	1	Lump Sum		\$Exemption 4
00016	Travel & Miscellaneous	1	Lump Sum		\$Exemption 4
	Option Period 2: Total Not-to-Exceed Amount	\$Exemption 4			

OPTION PERIOD 3: 37 through 48 Months

LINE ITEM	SCHEDULE OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
00017	Contractor Responsibilities and Description of Services and Communication Services in accordance with Sections C.03, C.06, C.08, C.10, and C.11. <div>Shipments Per Month Rate (\$ per month)</div> <div>0 – 130 \$Exemption 4</div> <div>131 – 270 \$Exemption 4 (Baseline Value)</div> <div>271 – 420 \$Exemption 4</div> Pricing shown above is on a sliding scale for shipments per month and is a fixed unit price up to 420 shipments per month.	1	Lump Sum		\$Exemption 4 (Baseline Value)
00018	Technical Services (<i>Inclusive of Licensing costs</i>) in accordance with Section C.07.	12	MO	\$Exemption 4	\$Exemption 4
00019	System Design Changes/Upgrades in accordance with Section C.09.				
	Project Manager	480	DPLH	\$Exemption 4	\$Exemption 4
	System Engineer	480	DPLH	\$Exemption 4	\$Exemption 4
	System Programmer	360	DPLH	\$Exemption 4	\$Exemption 4
	Database Administrator	280	DPLH	\$Exemption 4	\$Exemption 4
	System Technician	480	DPLH	\$1Exemption 4	\$Exemption 4
	Network Specialist	240	DPLH	\$Exemption 4	\$Exemption 4
	Total				\$Exemption 4
00020	Materials for System Design Changes / Upgrade	1	Lump Sum		\$Exemption 4
00021	Travel & Miscellaneous	1	Lump Sum		\$Exemption 4
	Option Period 3: Total Not-to-Exceed Amount	\$Exemption 4			

OPTION PERIOD 4: 49 through 60 Months

LINE ITEM	SCHEDULE OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
00022	<p>Contractor Responsibilities and Description of Services and Communication Services in accordance with Sections C.03, C.06, C.08, C.10, and C.11.</p> <p><u>Shipments Per Month</u> <u>Rate (\$ per month)</u></p> <p>0 – 130 \$Exemption 4 131 – 270 \$Exemption 4 (Baseline Value) 271 – 420 \$Exemption 4</p> <p>Pricing shown above is on a sliding scale for shipments per month and is a fixed unit price up to 420 shipments per month.</p>	1	Lump Sum		\$Exemption 4 (Baseline Value)
00023	Technical Services <i>(Inclusive of Licensing costs)</i> in accordance with Section C.07.	12	MO	\$Exemption 4	\$Exemption 4
00024	System Design Changes/Upgrades in accordance with Section C.09.				
	Project Manager	480	DPLH	\$Exemption 4	\$Exemption 4
	System Engineer	480	DPLH	\$Exemption 4	\$Exemption 4
	System Programmer	360	DPLH	\$Exemption 4	\$Exemption 4
	Database Administrator	280	DPLH	\$Exemption 4	\$Exemption 4
	System Technician	480	DPLH	\$Exemption 4	\$Exemption 4
	Network Specialist	240	DPLH	\$Exemption 4	\$Exemption 4
	Total				\$Exemption 4
00025	Materials for System Design Changes / Upgrade	1	Lump Sum		\$Exemption 4
00026	Travel & Miscellaneous	1	Lump Sum		\$Exemption 4
	Option Period 4: Total Not-to-Exceed Amount	\$Exemption 4			

Price Schedule Notes:

1. The quantities provided in Section B.04 are estimates only. The Government may order more or less per year than the estimated quantities stated in Section B above.
2. Task Orders issued for Line Items 00002, 00003, 00007, 00008, 00012, 00013, 00017, 00018, 00022, and 00023 are to be performed on a Fixed Price basis.
3. Task Orders issued for Line Items 00004, 00005, 00009, 00010, 00014, 00015, 00019, 00020, 00024, and 00025 may be issued on a Fixed Price or Time-and-Materials basis.
4. Task Orders issued for Line Items: 00006, 00011, 00016, 00021, and 00026 will be reimbursed in accordance with FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts and must be approved by the Contracting Officer in advance of incurring cost.

B.05 LIMITATION OF GOVERNMENT'S OBLIGATION UNDER EACH TASK ORDER

- (a) Funds are not presently available for performance under task order beyond _____. The Government's obligation for performance of this task order beyond that date is contingent upon the availability of appropriated funds from which payment for task order purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this task order beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
- (b) For Firm Fixed Price CLINs 00002, 00003, 00007, 00008, 00012, 00013, 00017, 00018, 00022, and 00023 and CLINS 00004, 00005, 00009, 00010, 00014, 00015, 00019, 00020, 00024, 00025, when awarded on a Firm Fixed Price basis, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates 85% of the total amount allotted to the task order for performance of applicable item(s). The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the task order for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) For CLINs 00004, 00009, 00014, 00019, and 00024, when awarded on a Time and

Materials basis, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount then allotted to the task order for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable contract line item(s) up to the next scheduled date for allotment of funds. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause. Further, once notified, the Contracting Officer will advise the contractor in writing whether or not it can continue work after the estimated date. After notifying the Government, and until the Contractor receives notification that it may continue work, there shall be no legal liability on the part of the Government to pay for contract performance after the estimated date given by the Contractor at which the total amount payable by the Government approximates 85% of the total amount allotted. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the Section I clause of this contract entitled "Termination (Cost-Reimbursement) Alternate IV."

- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (b) of this clause, the parties will agree as to the period of performance which will be covered by the funds. The provisions of paragraph (a) through (c) of this clause will apply in like manner to the additional allotted funds.
- (e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the Section I clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of contract line item(s) 00002, 00003, 00004, 00005, 00007, 00008, 00009, 00010, 00012, 00013, 00014, 00015, 00017, 00018, 00019, 00020, 00022, 00023, 00024, and 00025.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." This clause no longer applies once the task order(s) awarded under this contract are fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under this clause.

- (h) Nothing in this clause affects the right of the Government to terminate task orders awarded under this contract pursuant to the Section I entitled "Termination for Convenience of the Government (Fixed Price)" or "Termination (Cost-Reimbursement) Alternate IV."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

PART I – THE SCHEDULE

SECTION C – DESCRIPTIONS/SPECS./ WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

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PERFORMANCE WORK STATEMENT (PWS)

C.01 CONTRACT PURPOSE AND OBJECTIVE:

The objective of this Contract is to provide TRANSCOM technical support services directly to the Department of Energy's (DOE) Carlsbad Field Office (CBFO) to aid in the tracking of the transuranic (TRU) waste shipments as well as other radioactive material shipments to meet the DOE mission requirements.

C.02 BACKGROUND

The DOE Transportation Tracking and Communications System, known as TRANSCOM, is a transportation support program focused on the continuous monitoring, tracking, and communications with the movement of radioactive materials/waste and related equipment moves. DOE requires tracking of the nation's defense-related TRU waste shipments as well as radioactive material shipments to meet mission requirements. This necessitates a system to track and monitor trucks as they move materials from site to site, or movement of waste to the Waste Isolation Pilot Plant (WIPP) facility, or to other DOE facilities. The DOE EM CBFO is responsible for the management of the TRANSCOM program.

The TRANSCOM program relies upon a communication system of data transponders, satellite and terrestrial communications, hardware and software to provide near real-time positioning information for truck, rail, and barge shipments across the globe. The system provides shared views of assigned shipments through a web application. Account access is provided to State and Tribal Governments through each jurisdiction in which the shipments are traveling. The remainder of accounts is held by DOE employees and contractors. TRANSCOM has tracked over 20,000 radioactive material shipments since inception in 1992. The most recent major update of the TRANSCOM system was deployed in December 2012, and is on Version 3. The original system was developed and deployed by Oak Ridge National Laboratory in 1992.

C.03 SCOPE

The primary scope of this PWS is the operational, administrative, monitoring and technical support services for the DOE-CBFO TRANSCOM program, as well as performing required system maintenance and providing the necessary training to the TRANSCOM user community. These services include aspects of tracking and communication operations for shipments of high-interest to State and Tribal Governments. The TRANSCOM Communication Center (TCC) located in Carlsbad, New Mexico, is staffed twenty-four hours per day during periods of active shipments.

Ancillary scope to this PWS is the potential development of newer versions of the TRANSCOM system that capture functional improvements, or serve the changing needs of DOE, or partner agencies.

C.04 DEFINITIONS

System Maintenance – change to a parameter, system setting or feature, system attribute, account creation / revision / removal, addition of geo-fencing¹, addition of software service packs or

¹ Some radioactive waste shipments utilize established routes, or “geo-fencing,” along with position descriptions to assist in monitoring shipments. TRU shipments use geo-fencing for all loaded shipments while other types of radioactive material shipments only utilize the feature as requested.

support patches, or any routine functions (data input) that are part of continuous operational monitoring. In limited instances, the contractor may determine the need for minor system changes, including unique programming to prevent or deter system failure(s) in response to emerging circumstances and situations. This is allowable under the framework of this definition, permitting the contractor to be immediately responsive to a limited, but necessary change without implementing a System Design Change.

System Design Change – changes that require unique and extensive programming development on one or more of the: database, web application, Java interface, mapping interface, or interface with the Qualcomm data system. System Design Changes will be handled as a separate Contract Line Item (CLIN) in accordance with Section C.9 of this PWS.

C.05 TRANSITION

The Contractor shall perform the activities, described in the PWS necessary to transition the work from the incumbent Contractor over a 30 day period in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources responsibilities, and accountability from the incumbent Contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. All Government property, including Government furnished and contractor-acquired property (i.e. materials) currently assigned to the incumbent TRANSCOM Contractor will be provided to the new Contractor during the transition period.

A formal written update on the status of the transition activities shall be submitted to the CO no later than seven (7) days after the transition period commences. This formal update shall include: current transition schedule, reasonable estimation for completion of transition activities, and if applicable, any significant concerns. The contractor will be provided with copies of existing Operating procedures (currently described as “desktop guides”) for the TCC, Operating records, and Program documents. All other necessary information will be furnished on an as-needed basis.

The Contractor shall prepare all documentation and deliverables required to obtain appropriate background investigations for employees not previously employed by the incumbent TRANSCOM Contractor. For transitioned incumbent Contractor employees, the Contractor shall ensure that background investigations are updated and reflect the new Contractor’s information. Contractor personnel are required to obtain site access badges prior to the initiation of any work.

C.06 CONTRACTOR RESPONSIBILITIES AND DESCRIPTION OF SERVICES

C. 6.1 SUMMARY OF OPERATIONS AND ADMINISTRATIVE SERVICES

The contractor shall provide the operational and administrative effort in the monitoring of shipments from the following:

- Special nuclear materials
- Spent nuclear fuel
- TRU waste and NTP equipment moves
- Other shipments, as authorized by DOE

The table below provides a range of shipments for each of the categories, along with related routing information.

Type and Routing	Range of Shipments per month		
	Low	Moderate (baseline value)	High
TRU waste, fixed routes	0 – 50	51 - 100	101 – 150
NTP Equipment, and unloaded; no routing constraints	0 – 65	66 - 130	121 – 195
Special nuclear materials and spent nuclear fuel, routing subject to NRC safeguards	0 – 10	11 – 30	31 – 60
All other shipments, as requested by DOE; routing defined on request	0 – 5	6 – 10	11 – 15
Total shipments	Up to 130	Up to 270	Up to 420

C. 6.1.1 OPERATIONS SERVICES

The contractor shall operate and manage the TRANSCOM program in accordance with the following performance elements:

- A. Staffing of qualified personnel to monitor shipments on a 24/7 schedule (twenty-four hours per day; inclusive of holidays during periods of active shipping) until all such shipments have arrived at destination, or monitoring is no longer needed. The TCC is not required to be staffed during periods where no shipments are being monitored.
- B. Provide Help Desk support to system users, and shippers.
- C. Utilize and maintain TRANSCOM equipment and ensure backup equipment is kept in working order and can be used when needed.
- D. Ensure government-furnished communications devices utilized by the TCC, including fax machine, hardwired phones, and an evacuation bag mobile phone are maintained at all times and are serviced as needed.
- E. Maintain sufficient staff to provide for management, system operations, and TRANSCOM production system trouble-shooting, including TRANSCOM system maintenance.
- F. Provide TRANSCOM account access to Group Administrators, Shippers, or Schedulers after authorization from the DOE TRANSCOM Contracting Officer Representative (COR).
- G. Provide system access and tools for scheduling shipments, output reports, and shipment data in TRANSCOM.
- H. Maintain and monitor Qualcomm (or similar data provider) tracking software and related services.

- I. Implement shipment specific security measures in accordance with the type of shipment, as summarized in DOE G 460.2-1, Implementation Guide for Use with DOE O 460.2, Departmental Materials Transportation and Packaging Management.
- J. Ensure shipment specific information is accessible to authorized users.
- K. Per the established Records Inventory and Disposition Schedule (RIDS), disposition electronic records by archiving shipment data and information that is unique to shipment monitoring operations. The RIDS will be provided by DOE prior to contract and shall be maintained by the TRANSCOM contractor.
- L. Provide technical support for TRANSCOM Users, which includes assisting users with process steps and troubleshooting problems associated with accessing the TRANSCOM system.
- M. Maintain rapid-response processes for user support, and for assistance to shippers and dispatchers.
- N. Provide support to DOE Program Offices in the preparation of shipment transportation plans and schedules, and in the development and implementation of shipment tabletop exercises.
- O. The contractor is expected to maintain a 'fly-away bag' that supports quick evacuation and resuming operations and communications from another location. All equipment in the fly-away bag is Government-furnished equipment (GFE). Within the bag are an emergency mobile phone and mobile computing capability for the TRANSCOM operations area in the event of an evacuation or complete loss of supplied power.
- P. Coordinate all tracking arrangements with the carriers and shipments schedulers.
- Q. Assist transportation motor carriers in trouble-shooting transponder equipment, as related to connectivity to TRANSCOM.
- R. Maintain vigilance and readiness to shift into contingency mode, and be capable to execute a continuity of operations mode (DOE O 150.1) when needed. Annually or as needed, the contractor will verify and update processes and procedures for contingencies, and continuity of operations. Ideally, such instances will take place during low shipping periods. Each operator should be able to demonstrate the process for evacuation, and set-up of operations at an alternate operating facility.

C.6.1.2 ADMINISTRATIVE SERVICES

The contractor shall support administrative functions and shall provide the following services and deliverables:

- A. Provide quarterly program status reports to the DOE TRANSCOM COR within 15 calendar days of the preceding quarter.
- B. Maintain existing program documentation; review at least once per year and either document that it remains current, or revise the document. Summary of such determinations should be captured in the quarterly program status report. Documents that will be updated after award

are the TCC Desk Guides, TRANSCOM Security Plan, TRANSCOM Contingency Plan, and System Configuration Plan. Due dates for these plans are listed in Attachment J-2.

- C. Upon request, provide programmatic support to the DOE TRANSCOM COR for: document reviews; performing assessments; preparing presentations; participation in meetings; participation in conferences, demonstrations, and workshops; preparing reports; and preparing papers.
- D. Develop and implement an annual customer survey to obtain feedback from TRANSCOM system users. Provide results in writing to DOE on, or before November 30 of each year.
- E. Planning and coordination of an annual TRANSCOM Users Group Meeting; location and timing of such meeting shall 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.
- F. Maintain and implement the TRANSCOM Security Plan, covering operations, cyber-security, and physical security.
- G. Perform background verifications for new user access that meet one of the four categorizations:
 - 1) Group administrator
 - 2) Shipper
 - 3) Scheduler
 - 4) System administrator

Background verifications are not required for users with read-only access to the system.

- H. DOE shall perform background verifications on Contractor personnel to ensure that trusted personnel are granted change/add access to the TRANSCOM system. Under existing conditions, “read-only” accounts will not require additional verification. The security check can be waived for users that provide proof of a valid Personal Identity Verification (PIV) that meets the National Institute of Standards and Technology (NIST) Federal Information Processing Standard 201 (also informally defined as a “HSPD12 badge”).
- I. Additional security checks shall be performed at any time when information indicates a potential security risk with a specific individual. Immediate consultation with the CBFO Security Manager is recommended when unresolvable scenarios are encountered.
- J. Any time an individual or group account shows inappropriate activity, the instances shall be logged and the Group Administrator shall be contacted if applicable, or direct communication with the individual regarding the inappropriate activity. If the activity persists, the account shall be inactivated.
- K. Additionally, the Contractor, as directed by the CO, shall provide transitioning support to DOE at the conclusion of the contract period of performance. Support functions are not limited to the following: identification of current employees and service dates to the CO, timely returns of DOE site badges to site security office, employee payroll and benefit documentation to the successor Contractor, if applicable, and return of any assigned Government property and associated records. The Contractor shall turn over all data

associated with the management and operation of the TCC to the DOE at regular intervals in accordance with records disposition schedules, and at a minimum of two months prior to the expiration of this contract.

C. 6.1.2.1 TRAINING SERVICES

- A. Provide TRANSCOM training courses on a recurring schedule, inclusive of sharing the learning materials on digital files made available to the participants. It is expected that the majority of user training can occur using the online training modules available on the TRANSCOM website. The training schedule will be submitted to DOE twice per year, or as revised.
- B. Update and maintain online training modules (training lessons with interactive tutorials), ensuring the content is current to the production version of the TRANSCOM system. Modules will cover general users, shippers, schedulers, motor carriers, group administrators, and internal staff.
- C. Provide shipper/scheduler/carrier individualized training, as requested. It is estimated that the number of sessions range from twelve to twenty-four sessions per year, four hours per session, and may be conducted using remote methods, or in person at the Carlsbad Training Facility. Typically such sessions are one or two trainees, allowing a more direct and rapid approach to learning the functions specific to the user's need.
- D. Responsible for creation of temporary training accounts, accessible to new users of the TRANSCOM system. For the purposes of training, ad-hoc data may be simulated, or use of active transponders, determined by the TRANSCOM Project Manager, as appropriate to the trainees.
- E. At a minimum, three group administrator training classes shall be offered in person, as follows:
 - Once per year at the Carlsbad Training Facility
 - Once per year in Albuquerque, NM
 - Once per year at a location determined by the DOE TRANSCOM COR (prior examples include Chicago, Denver, Dallas, and Atlanta)

Trainees will be responsible for providing their own computing devices compatible with access to the production version of TRANSCOM.

C. 07 TECHNICAL SERVICES

The TRANSCOM System consists of network hardware, production servers (database, web application, mapping, build, communication, and data storage), as well as contingency servers located in separate geographic locations. The TRANSCOM System in place is based on Microsoft Windows Server and Oracle Database software running on Intel-based hardware.

TRANSCOM requires the use of a web browser for the end-user interface. The system has been designed using HTML 5.0 coding, and is compatible with most browsers in use in 2013, inclusive of mobile browsers such as Apple Safari and Google Chrome. This allows remote access for mobile devices and light-performance computers.

The contractor shall provide the following technical services and deliverables:

- A. Manage TRANSCOM database and system linkages.
- B. Provide the addition of geofencing of new routes within 48-hours, or as specified within the request for periods greater than 48-hours.
- C. Perform troubleshooting and problem resolutions.
- D. Operations staff shall be responsive to TRANSCOM system inquiries and be able to assist in trouble-shooting issues. Unresolved users issues should be logged and resolved by a system specialist, if tied to the TRANSCOM System.
- E. Software/Hardware Management Reports shall be provided annually and describe any pending issues, troubleshooting, debugging, and updates performed during the reporting period. Evaluate and make recommendations on hardware and software within report. This includes consideration of new technologies and techniques to assist in efficient operation.
- F. Complete installations/updates as defined in the System Configuration Plan, and as needed to keep current with Operating Systems, network protocols, Oracle, Java, network applications, email SMS application, and security settings.
- G. Review existing systems, processes, & procedures for problem areas, and correct as appropriate, or report issues that may require system design changes.

C.08 COMMUNICATION SERVICE PROVIDER

The contractor shall be responsible for acquiring and maintaining secure and reliable data communications service. The TRANSCOM system relies upon consistent high-availability service throughout the year (system availability should be 99.8% of hours per year averaged over each quarter, not inclusive of planned downtime). The current service for satellite and terrestrial communication is Qualcomm. Qualcomm services are required to be utilized at contract award. Post contract award, with a supporting business case, the contractor with the approval of the Contracting Officer may be permitted to utilize another provider. Any proposed changes shall be provided in writing to the Contracting Officer along with a transition plan and explanation of differences in service quality, cost and benefit to the program.

C. 09 SYSTEM DESIGN CHANGES/UPGRADES

As previously noted within Section C.03, ancillary scope to this PWS is the potential development of newer versions of the TRANSCOM system that capture functional improvements, or serve the changing needs of DOE, or partner agencies. Such developments are in accordance with the definition of a TRANSCOM System Design Change as noted in Section C.04 – “changes that require unique and extensive programming development on one or more of the: database, web application, Java interface, mapping interface, or interface with the Qualcomm data system.”

In general, DOE will use the following process defined within this section to identify, evaluate, negotiate and issue task orders to the Contractor to cover scope that meets one of two criteria:

1. TRANSCOM System Design Changes, or
2. A new service or product associated with the scope of this PWS

- A. Proposals may be presented by either the contractor or the DOE TRANSCOM COR. The proposer will identify the benefits of the proposed change/upgrade, services and/or deliverables, propose appropriate timeframes for completion, and identify the level of complexity in terms of labor category and labor hours.
- B. Any services to be furnished by the Contractor under this contract shall be ordered by issuance of task orders by the DOE Contracting Officer identified in Section G of the contract. Any work initiated prior to the issuance of a task order by the DOE Contracting Officer will be at the risk of the contractor.
- C. TRANSCOM system upgrades shall 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 revised TRANSCOM System Development Plan must define the development process, including the work breakdown structure, predecessor and dependent tasks, and the transition and implementation activities.
- D. System design changes shall be preceded by a System Requirements Specification (updated), System Design Description (updated), System Development Plan, and a Testing and Acceptance Plan. These plans must be reviewed by the DOE TRANSCOM COR and approved by the CO before initiating development work. Additionally, changes to the System Requirements Document, or the System Design Description, should be revised in conjunction with the final completion and deployment of the upgrade.
- E. A beta-version shall be made available to a subset of users to test and evaluate the compatibility of the system change. Feedback shall be used to make refinements to the system prior to release into a production environment. Task orders for new services and/or products will define the performance expectation or end result desired, identify applicable standards or criteria for acceptance, and provide a schedule of delivery for products or services. In general, DOE prefers to phase the work into smaller tasks to ensure that scope can be well defined, and performed as a firm-fixed price arrangement. A project schedule for major system changes shall be developed and submitted to the COR and CO for concurrence.
- F. System hardware, software, interfacing, network security, input, and output aspects shall be defined, identified in a test plan and made available to the DOE TRANSCOM COR in advance of testing. Testing shall be segmented to allow progression in development. Changes in the test plan are also allowable, but shall be done in advance of running segmented tests.
- G. Prior to switching to a new version of TRANSCOM, a beta-version shall be made available to the users to evaluate the functionality and compatibility of the software and hardware. Results and feedback from the beta-version shall be used to make final adjustments prior to transitioning to the production version. The COR will make an acceptance determination before final transition.

C.10 GOVERNMENT FURNISHED PROPERTY (GFP)

The existing GFP will be transferred to the contractor for use commensurate with the scope of work. The existing GFP is inclusive of the following:

Network Servers (web servers , production servers, development servers, backup servers), Server racks, Network Hardware, test transponder units, desktop and laptop computers and monitors, printers, copier, fax machine, office furniture, business and operating software, and miscellaneous equipment and parts. A complete list will be provided in Section J of the solicitation.

C.11 PROGRAM DOCUMENTS

The contractor shall adhere to the requirements basis documents identified in Section J Attachment, J-5. Sub-versions (i.e. designations of “a”, “b,” or “c”) are not identified for the DOE directives, as compliance is expected for the most current version, unless the CO grants an exemption.

PART I – THE SCHEDULE

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SECTION D - PACKAGING AND MARKING:

D.01 PACKAGING

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

D.02 MARKING

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

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 item(s).
3. Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

PART I – THE SCHEDULE

SECTION E

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SECTION E - INSPECTION AND ACCEPTANCE

E.01 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

E.02 FAR 52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E.03 INSPECTION AND ACCEPTANCE

Inspection of all items under each task order issued under this contract shall be accomplished by the CO, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the CO responsible for the task order. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

Acceptance of all work and effort under task orders performed under this contract shall be accomplished by the Contracting Officer or the duly authorized representative and in accordance with this basic contract and/or the individual task order acceptance criteria.

Final inspection and acceptance of the basic contract shall be accomplished by the Contracting Officer upon completion of all contract requirements and task orders issued.

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SECTION F - DELIVERIES OR PERFORMANCE

F.01 FAR 52.242-15 STOP WORK ORDER (AUG 1989)

F.02 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.02 PERIOD OF PERFORMANCE

The base period of performance for this Contract is 12 months from the time the Contractor assumes full responsibility for the Performance Work Statement (PWS). The contract includes four (4) one-year option periods that may be exercised unilaterally in accordance with FAR 52.217-9, "Option to Extend the Term of the Contract."

Contract transition will be 30 days from the written Notice to Proceed (NTP) prior to the base period of performance and the Contractor assuming full responsibility for the PWS.

F.04 PLACE OF PERFORMANCE

The principal place of performance for this Contract is the Department of Energy Carlsbad Field Office located at the Skeen-Whitlock Building 4021 National Parks Highway Carlsbad, NM 88220.

F.05 HOURS OF OPERATION

Operating hours for the contractor will be on a 24/7 day per week schedule during active shipments (inclusive of holidays) until such shipments have arrived at the destination or monitoring is no longer needed. The actual operating hours for the contractor and work hours for each employee will be agreed to by the CBFO, the COR, and the Contractor's designated onsite supervisor (Project Manager).

PART I – THE SCHEDULE

SECTION G

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SECTION G - CONTRACT ADMINISTRATION DATA

G.01 CORRESPONDENCE PROCEDURES

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

- (a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), see below paragraph (d) with an information copy of the correspondence to the DOE CO (see below paragraph (c)).

- (b) Other Correspondence.

All correspondence, other than technical correspondence, shall be addressed to the DOE CO, with information copies of the correspondence to the DOE COR.

The Contractor shall use the COR as the point of contact on technical matters, subject to the restrictions of the clause entitled "DEAR 952.242-70 Technical Direction (DEC 2000) " located in Section I.

- (c) DOE Contracting Officer Address.

United States Department of Energy
Carlsbad Field Office
Attention: Stephen Casey
4021 National Parks Highway
Carlsbad, NM 88220
Email at: steve.casey@cbfo.doe.gov

- (d) DOE Contracting Officer's Representative Address.

United States Department of Energy
Carlsbad Field Office
Attention: Helen Thomas, Contracting Officer Representative
4021 National Parks Highway
Carlsbad, NM 88220
Email at: Helen.thomas@cbfo.doe.gov

- (f) CO and COR Address: Shall be identified in each individual task order.

- (g) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: Contract No. [*Insert subject topic after contract number – (e.g. "Notification of Address Change")*].

G.02 BILLING INSTRUCTIONS

- (a) Contractors should submit invoices using the Standard Form 1034 (Public voucher for Purchases and Services Other Than Personal) electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The VIPERS system allows vendors to submit invoices, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:
- Reducing the cost of paper and postage
 - Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
 - Immediately interfacing invoices to DOE's accounting system saving several days of mail and manual processing time
 - Decreasing potential errors caused by manual input
 - Facilitating the prompt payment of invoices
- (b) To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically. The invoice must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
- (c) For Fixed Price Task Orders awarded under this contract, the Contractor shall submit invoices in accordance with FAR 52.232-1 "Payments" (APR 1984).
- (d) For Time-and-Materials Task Orders awarded under this contract, the Contractor may submit invoices not more than once every two weeks in accordance with FAR 52.232-7 "Payments under Time-and-Materials and Labor-Hour Contracts" (AUG 2012).
- (e) For Time-and-Materials task orders, the invoice (Standard Form 1034) must include a statement of cost and supporting documentation for services rendered.
- (1) Statement of Cost.

The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- i. Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- ii. Statement of Cost shall include, as a minimum, a breakout by functional area of the PWS for all services actually provided by the Contractor and authorized for payment under the payment provisions of the contract for the current billing period. The Direct Productive Labor Hour (DPLHs) incurred during the current billing period shall be broken down into hours worked, names of employees who incurred the cost, and specific tasks associated with the billing. A cumulative summary for DPLHs expended and the associated billing amounts charged shall also be provided. Any charges for Materials (to include the Line Item: Travel & Miscellaneous) shall also be provided with a cumulative to-date summary.
- iii. The statement of cost must include a certification statement signed by a responsible official of the Contractor.

Support documentation shall be submitted for Materials claimed for reimbursement on the Statement of Cost. The level of detail provided must clearly indicate where the funds were expended. Supporting data for material costs, categorized by nature of the item, must include a copy of the Contracting Officer's prior approval, description of the item, date purchased, and all relevant receipts.

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

- (f) The Government will make payments to the Contractor by electronic funds transfer not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor.

G.03 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when DOE receives a defective or improper invoice. Contact information for improper invoices shall be stated in each individual task order.

< To Be Inserted by Offeror >

G.04 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the Contracting Officer the official who has the authority to sign this Contract and who is also responsible for managing, administering, and negotiating, and executing changes or modifications to the terms and conditions of this Contract.

G.05 OBSERVANCE OF LEGAL HOLIDAYS

- (a) The Government hereby provides "notice" and the Contractor hereby acknowledges "receipt" that all Government site personnel assigned to this contract must observe the holidays set forth below:

President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day
Columbus Day
Martin Luther King, Jr. Day

- (b) Generally, Federal holidays that fall on Saturday are observed on the previous Friday, holidays that fall on Sunday are observed on the following Monday. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- (c) In addition to the holidays listed above, DOE personnel may observe holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time day off for federal workers, such as inauguration day. And occasionally, an individual Government office will close or have an early release of staff on a scheduled day of work. The Contractor shall not be required to perform services during such closures unless the Contracting Officer designates services are essential. In the event of an unplanned Government facility closure, the Government will notify the Contractor as soon as possible after notification of the facility closure. Such observances, releases, and closures, shall not be a basis for adjusting the fixed-price.

PART I – THE SCHEDULE

SECTION H

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.01 CONSECUTIVE NUMBERING

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

H.02 ACCESS TO DOE-OWNED OR LEASED FACILITIES

- (a) The performance of this contract requires 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 or is suspected of being, a terrorist;
 - 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.

H.03 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this Contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - 1. Information which, at the time of receipt by the Contractor, is in the public domain;
 - 2. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - 3. Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - 4. Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the Contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this Contract, and to supply a copy of such agreement to the Contracting Officer.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor

personnel.

- (e) This clause shall flow down to all subcontracts.

H.04 CONSERVATION OF UTILITIES

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.05 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

- (a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.
- (b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit.

H.06 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

The Government may award Contracts for on-site work or services to additional Contractors. The Contractor shall cooperate fully with all other on site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

H.07 CONTRACTOR EMPLOYEE TRAINING

Mandatory training: The Contractor shall ensure that all employees that perform services under this Contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer or Contracting Officer's Representative (usually within 30 days of the first date of performance on this Contract and at least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.08 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this Contract, the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s), located in Section J of this solicitation, designated for Carlsbad, New Mexico and the surrounding area.

H.09 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2013)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, 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 regulations.

H.10 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, the CO shall be the only individual authorized to:

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

H.11 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The representations, certifications, and other statements of Offeror, completed by the Contractor, Dated September 10, 2013, are hereby incorporated by reference and made a part of this contract.

H.12 NO THIRD PARTY BENEFICIARIES

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any persons may have under applicable Federal statutes.

H.13 NOTICE REGARDING THE 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 material purchased with funds made available under this award should be American-made.

H.14 ORGANIZATIONAL CONFLICT OF INTEREST RESTRICTIONS

In performing or by performing this Contract, it is possible a potential or actual organizational conflict of interest may occur. Consequently, in accordance with FAR 9.502, restrictions may be placed on future activities of the successful Offeror, its employees and subcontractor Contractor's. The requirements at DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) apply to this Contract.

H.15 CONTRACTOR PERSONNEL REQUIREMENTS

On-site contractor personnel working within Government facilities on a continuous basis, part-time or full-time, must be recognizable as contractors while in government facilities. This may be accomplished by wearing of appropriate identification badges (to be issued by CBFO) as

applicable by site location. Additionally, contractor personnel whose duties include answering telephones at Government work sites shall identify themselves as contractor employees.

DOE Background Investigations are required for Contractor personnel assigned to work on-site. For those employees who were employed under the previous, security file must be updated to reflect the Contractor's information.

All contractor personnel will be required to obtain an access badge through the security office. This badge must be worn on outside clothing at all times while working at any DOE site. Any separated Contract personnel shall return badges to the cognizant DOE Security Office. The COR or Contracting Officer shall be informed by letter when employees no longer need access for whatever reason, or when a badge expires.

H.16 SECTION 8(A) DIRECT AWARDS

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Energy (DOE). Although SBA is not identified in Section A (Standard Form 26), SBA remains the prime contractor for this contract. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office for the 8(a) contractor is:

U.S. Small Business Administration
Alabama District Office
801 Tom Martin Drive Suite 201
Birmingham, Alabama 35211
SBA Requirement Number: 0593/13/303245/01

- (b) DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.

The contractor agrees:

(1) To notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) To comply with FAR 52.219-14, "Limitations on Subcontracting."

H.17 TRAVEL

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

cars and/or other ground transportation) for travel related to the TRANSCOM requirements (e.g. meetings, training classes, technical meetings, and stakeholder interactions). All travel shall be approved by the Contracting Officer (CO) prior to any actual travel costs being incurred. Reimbursement shall be in accordance with applicable US Federal Travel Regulations using the standard rates established by the General Services Administration (GSA) for the locality where the contractor employee(s) are required to perform work in connection with this Contract. Travel costs will be reimbursed on an actual cost basis up to the not-to-exceed amount for the "Travel & Miscellaneous" CLINS (00006, 00011, 00016, 00021, and 00026) listed in the pricing schedules in Section B.04 for the Base Period and Option Periods 1 through 4.

H.18 MATERIALS

The Contractor shall be reimbursed on an actual cost basis for allowable and relatable materials for system design changes and upgrades up to the not-to-exceed amount for the "System Design Changes / Upgrade" CLINS (00005, 00010, 00015, 00020, and 00025) listed in the pricing schedules in Section B.04 for the Base Period and Option Periods 1 through 4. The Contractor shall submit to the Contracting Officer a request for material purchase with support documentation to include a description of the item, date needed, and any applicable market research for approval prior to incurring any cost.

H.19 ORDERING PROCEDURES

- (a) Only the CO identified in Section G.01 of the contract may issue task orders to the contractor, providing specific authorization or direction to perform work.
- (b) Prior to issuing a task order for System Design Changes/Upgrades, the COR may issue a request for a proposal from the Contractor which will contain a functional description of the work identifying the objectives or results desired from the contemplated work order, including any specific work products and deliverables.
- (c) Within 15 calendar days, or 30 calendar days as directed, after receipt of the COR's request, the Contractor shall submit a proposal conforming to the request which includes the technical description of the work and proposed schedule.
- (d) After review and any necessary technical clarifications, the COR will forward the proposal to the CO for evaluation and approval.
- (e) The Contractor shall submit monthly task order progress reports. At a minimum, the reports shall contain the following information:
 - 1. Task order number.
 - 2. Total task order price.
 - 3. For Time-and-Materials task orders, an itemized breakdown of cost and DLPHs incurred to-date.
 - 4. Significant issues/problems associated with each task order.
 - 5. Status of the schedule for each task order.

H.20 SAFETY IN THE WORK AREA

The Contractor shall take all reasonable safety precautions in the performance of the work under all task orders issued under this Contract.

H.21 WORKER SAFETY AND HEALTH PROGRAM

- (a) 10 CFR 851 sets forth the worker health and safety requirements for the conduct of contractor activities at DOE sites. A “DOE site” means a DOE-owned or –leased area or location or other area or location controlled by DOE where activities and operations are performed at one or more facilities or places by a contractor in furtherance of a DOE mission. A “Covered workplace” means a place at a DOE site where a contractor is responsible for performing work in furtherance of a DOE mission.
- (b) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace, and must comply with its approved WSHP and all applicable Federal and state environmental, health, and safety regulations. The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises.
- (c) The Contractor shall immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer’s Representative. 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 Contracting Officer’s Representative.
- (d) The Contracting Officer will notify the Contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take corrective action.
- (e) In the event that 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.

H.22 EMPLOYEE CONCERNS PROGRAM

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of assuming full responsibility of the PWS that describes an Employee Concerns

Program (ECP) that implements all programmatic requirements in DOE Order 442.1A, and DOE Guide 442.1-1, Employee Concerns Program, and all superseding versions.

H.23 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
 - 1. DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.
 - 2. The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.24 COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPv6), IN ACQUIRING INFORMATION TECHNOLOGY

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the Performance Work Statement of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such non-conformance and act in accordance with the instructions of the Contracting Officer.

H.25 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

As prescribed in the DOE Memorandum “Updated Guidance on Conference-Related Activities and Spending” insert this clause in all Management and Operations, cost reimbursement or time and material contracts:

The contractor is required to report and obtain approval from the Contracting Officer before incurring any costs associated with conference related activities. Conference expenses are defined as follows:

Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to contractors, travelers or others associated with the conference, but do not include funds paid under Federal grants or grantees. Conference expenses include any associated authorized travel and per diem expenses, rental or rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency or contractor through the conference.

H.26 COMPLIANCE WITH SECTION 508 OF REHABILITATION ACT OF 1973

Section 508 Electronic and Information Technology (EIT) Accessibility Standards, of the US Rehabilitation Act of 1973 applies to this contract. All EIT services and supplies for the implementation of TRANSCOM services shall be in full compliance with 36 CFR Part 1194, Electronic and Information Technology Accessibility Standards. 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. Comparable access for all EIT services and supplies under this contract shall be provided to those Federal employees and general public with and without disabilities.

The Department has made the determination that the required EIT supplies or services under this contract apply to the following sections of the Standard: Subpart B 1194.21, Software applications and operating systems; Subpart B 1194.22, Web – Based Intranet and Internet Information and Applications; Subpart B 1194.26, Desktop and Portable Computers; and Subpart B 1194.24 Video and Multimedia Products. As such, the performance criteria listed in Subpart C of the Standard apply to all TRANSCOM EIT services and supplies. In accordance with Subpart D 1194.41 of the Standard, all information, documentation, and product support related to the applicable TRANSCOM EIT services and supplies relevant to Section 508 Standards will be

made available to end-users upon request in alternate formats, at no additional charge, 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 the Section 508 requirements 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.

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 design changes / upgrades, 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.

H.27 SUBCONTRACTS

- (a) Prior to the placement of subcontracts and in accordance with the clause entitled FAR 52.244- 6, "Subcontracts for Commercial Items (DEC 2010) ," the Contractor shall ensure that:
 - 1. They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow-down applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in Part II, Section I of the contract;
 - 2. Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in the Representations, Certifications and Other Statements of the Bidder clause are received); and
 - 3. Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allow-ability of any cost revision of this contract or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.
- (b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. The subcontractor shall

perform no work until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.28 CONTRACTOR'S PROJECT MANAGER

- (a) The contractor shall designate a Project Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Project Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.
- (b) The Project 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.

H.29 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 at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Carlsbad Field Office, P.O. Box 3090, Carlsbad, New Mexico, 88221, with a copy provided to the Contracting Officer.

H.30 GOVERNMENT FURNISHED FACILITIES AND SERVICES

- (a) The Government shall provide office space, utilities (including telephones, telephone service, faxing capabilities, internet services), equipment (including computers, monitors, printers), and office supplies for the Contractor's personnel at the CBFO. The Contractor may have to lease space and/or equipment and purchase supplies for the remaining personnel if DOE space becomes unavailable. If lease of space becomes necessary, the lease shall be reviewed by the CO before the Contractor enters the lease.
- (b) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any supplies, or equipment, furniture, fixtures, or other personal property items. It is anticipated that the Contractor has the facilities and resources necessary to support its activities other than those specified above to be furnished by the Government.
- (c) 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.

H.31 PERSONNEL

The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, overseeing their performance, and assuring that the quality of services meets Government expectations. The Contractor shall hire only competent personnel to be used in the performance of this Contract. The DOE shall have the right to direct the Contractor to require the replacement of any employee of the Contractor who does not meet the training and certification requirements necessary to perform the work. Personnel assigned by the Contractor

shall also practice good standards of moral and ethical conduct that are acceptable to the Government.

H.32 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The Contractor is required to comply with the following in accordance with the applicable DOE Order:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The DOE Contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, Contractors, or subcontractors. The DOE Contractor employees should also report to the DOE IG any allegations of reprisals taken against DOE or DOE Contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;
- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

H.33 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.

H.34 PAST PERFORMANCE EVALUATION AND CPARS RATING CATEGORIES

The DOE will submit past performance evaluations into the Contractor Performance Assessment Rating System (CPARS) at the end of each year. The DOE expects compliance with the terms and conditions of the contract and endeavors to develop a strong teaming arrangement with its contractors.

The following rating categories and definitions shall be used in assessing the contractor's performance via the CPARS system.

Rating	Description of Rating
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective

	actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

H.35 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 or 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.

H.36 PARTNERING

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

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The

U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.37 ENVIRONMENTAL AND ENERGY CONSERVATION CONSIDERATIONS

The contractor shall comply with energy use policies for the DOE-leased facility. The contractor shall adhere to a recycling program and to seek out materials produced from recycled materials.

H.38 ECONOMIC PRICE ADJUSTMENT—NEW MEXICO GROSS RECEIPT TAX

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the New Mexico Gross Receipt Tax (tax) either increases or decreases. The Contractor shall furnish this notice within 30 days of the change or within any additional period that the Contracting Officer may approve in writing, but not later than the date of the contract expiration. The notice shall include the Contractor's proposal for an adjustment in the tax to be negotiated under paragraph (b) below, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause of the change, effective date of the change, and the amount of any increase or decrease in the current tax.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) above, the Contracting Officer and the Contractor shall negotiate an adjustment to the contract tax and its effective date. The Contracting Officer shall modify this contract (1) to include the adjustment and its effective date and (2) to revise the tax to reflect the change, increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect of the increases or decreases in the tax. There shall be no adjustment for (i) supplies or services not affected by such changes, (ii) changes in unit prices other than those shown in the Schedule, or (iii) changes in the quantities shown in the Schedule for each item.

(2) No upward adjustment shall apply to services that are required to be performed before the effective date of the adjustment, unless the Contractor's failure to perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) Any adjustment under this clause to the tax shall be supported by appropriate documentation satisfactory to the Contracting Officer that demonstrates increasing or decreasing the current tax is appropriate.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the tax during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

PART II –CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.01	52.202-1	DEFINITIONS (JAN 2012)
I.02	52.203-3	GRATUITIES (APR 1984)
I.03	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
I.04	52.203-6	RESTRICTIONS ON SUBCONTRACTOR CONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
I.05	52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
I.06	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.07	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.08	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
I.09	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
I.10	52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
I.11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
I.12	52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
I.13	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
I.14	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)
I.15	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
I.16	52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

I.17	<p>52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)</p> <p>(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via https://www.acquisition.gov.</p> <p>(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--</p> <p>(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--</p> <p>(i) Government personnel and authorized users performing business on behalf of the Government; or</p> <p>(ii) The Contractor, when viewing data on itself; and</p> <p>(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--</p> <p>(i) Past performance reviews required by subpart 42.15;</p> <p>(ii) Information that was entered prior to April 15, 2011; or</p> <p>(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.</p> <p>(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.</p> <p>(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.</p> <p>(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.</p> <p>(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.</p> <p>(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated</p>
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	under E.O. 12600.	
I.18	52.210-1	MARKET RESEARCH (APR 2011)
I.19	52.215-2	AUDIT AND RECORDS—NEGOTIATION (OCT 2010)
I.20	52.215-8	ORDER OF PRECEDENCE UNIFORM CONTRACT FORMAT (OCT 1997)
I.21	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (AUG 2011)
I.22	52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
I.23	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
I.24	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
I.25	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS – ALTERNATE IV (OCT 2010)
I.26	52.216-18	<p>ORDERING (OCT 1995)</p> <p>(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through February 15, 2019.</p> <p>(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.</p> <p>(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.</p>
I.27	52.216-19	<p>ORDERING LIMITATIONS (OCT 1995)</p> <p>(a) <i>Minimum order.</i> When the Government requires supplies or services covered by this contract in an amount of less than Exemption 4, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.</p> <p>(b) <i>Maximum order.</i> The Contractor is not obligated to honor— (1) Any order for a single item in excess of Exemption 4 (2) Any order for a combination of items in excess of Exemption 4; or (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.</p>

		<p>(c) If this is a requirements contract (<i>i.e.</i>, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement the maximum-order limitations in paragraph (b) of this section.</p> <p>(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 365 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.</p>
I.28	52.216-21	REQUIREMENTS (OCT 1995)
I.29	52.217-8	<p>OPTION TO EXTEND SERVICES (NOV 1999)</p> <p>The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the contract period.</p>
I.30	<p>52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</p> <p>(a) The Government may extend the term of this Contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the Government to an extension.</p> <p>(b) If the Government exercises this option, the extended Contract shall be considered to include this option clause. (c) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.</p>	
I.31	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)
I.32	52.219-11	SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)
I.33	52.219-12	<p>SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)</p> <p>(a) The Small Business Administration (SBA) has entered into Contract No. DE-EM0002903 with the Department of Energy to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.</p> <p>(b) Ma-Chis Lower Creek Indian Tribal Enterprises Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:</p> <p>(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DE-EM0002903 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.</p>

		<p>(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Department of Energy with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.</p> <p>(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Department of Energy.</p> <p>(4) That it will notify the Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.</p> <p>(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Department of Energy.</p>
I.34	52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)
I.35	52.219-17	<p>SECTION 8(A) AWARD (DEC 1996)</p> <p>(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:</p> <p>(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).</p> <p>(2) Except for novation agreements and advance payments, delegates to the DOE Carlsbad Field Office the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.</p> <p>(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.</p> <p>(4) To notify the DOE Carlsbad Field Office Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.</p> <p>(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.</p> <p>(b) The offeror/subcontractor agrees and acknowledges that it will, for and on</p>

		<p>behalf of the SBA, fulfill and perform all of the requirements of the contract.</p> <p>(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the DOE Carlsbad Field Office.</p>
I.36	52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8 (a) CONCERNS (JUN 2003)
I.37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (APR 2009)
I.38	52.222-3	CONVICT LABOR (JUNE 2003)
I.39	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)
I.40	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
I.41	52.222-26	EQUAL OPPORTUNITY (MAR 2007)
I.42	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
I.43	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
I.44	52.222-37	EMPLOYMENT REPORTS VETERANS (SEP 2010)
I.45	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
I.46	52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
I.47	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
I.48	52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
I.49	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)
I.50	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)
I.51	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

I.52	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
I.53	52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)
I.54	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
I.55	52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)
I.56	52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
I.57	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
I.58	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANGEMENT SYSTEMS (MAY 2011)
I.59	52.225-1	BUY AMERICAN ACT – SUPPLIES (FEB 2009)
I.60	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
I.61	52.227-14	RIGHTS IN DATA—GENERAL (DEC 2007)
I.62	52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
I.63	52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
I.64	52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
I.65	52.232-1	PAYMENTS (APR 1984)
I.66	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)
I.67	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
I.68	52.232-11	EXTRAS (APR 1984)
I.69	52.232-16	PROGRESS PAYMENTS ALT I (APR 2012)
I.70	52.232-17	INTEREST (OCT 2010)
I.71	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
I.72	52.232-25	PROMPT PAYMENT (JUL 2013)

I.73	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
I.74	52.233-1	DISPUTES – ALT I (JULY 2002)
I.75	52.233-3	PROTEST AFTER AWARD (AUG 1996)
I.76	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
I.77	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
I.78	52.237-3	CONTINUITY OF SERVICES (JAN 1991)
I.79	52.242-13	BANKRUPTCY (JULY 1995)
I.80	52.243-1	CHANGES – FIXED PRICE ALTERNATE I (AUG 1987)
I.81	52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR HOURS (SEPT 2000)
I.82	52.244-2 SUBCONTRACTS (OCT 2010)	<p>(a) <i>Definitions.</i> As used in this clause—</p> <p>“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).</p> <p>“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.</p> <p>“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.</p> <p>(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.</p> <p>(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—</p> <p>(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or</p> <p>(2) Is fixed-price and exceeds—</p> <p>(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or</p> <p>(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.</p> <p>(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:</p>

	<hr/> <hr/> <hr/> <p>(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:</p> <ul style="list-style-type: none">(i) A description of the supplies or services to be subcontracted.(ii) Identification of the type of subcontract to be used.(iii) Identification of the proposed subcontractor.(iv) The proposed subcontract price.(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.(vii) A negotiation memorandum reflecting—<ul style="list-style-type: none">(A) The principal elements of the subcontract price negotiations;(B) The most significant considerations controlling establishment of initial or revised prices;(C) The reason certified cost or pricing data were or were not required;(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered. <p>(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.</p> <p>(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—</p> <ul style="list-style-type: none">(1) Of the acceptability of any subcontract terms or conditions;(2) Of the allowability of any cost under this contract; or(3) To relieve the Contractor of any responsibility for performing this contract. <p>(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).</p> <p>(h) The Contractor shall give the Contracting Officer immediate written notice of any action or</p>
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	<p>suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.</p> <p>(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.</p> <p>(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:</p> <p><u>None</u></p>	
I.83	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)
I.84	52.245-1	GOVERNMENT PROPERTY (APR 2012)
I.85	52.245-9	USE AND CHARGES (APR 2012)
I.86	52.246-25	LIMITATION OF LIABILITY—SERVICES (FEB 1997)
I.87	52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE (APR 1984)
I.88	52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012)
I.89	52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE IV (MAY 2004)
I.90	<p>52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</p> <p>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): https://www.acquisition.gov/far/</p>	
I.91	52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
I.92	DEAR 952.202-1 DEFINITIONS (FEB 2011)	
I.93	<p>DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)</p> <p>(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.</p> <p>(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of</p>	

	DOE directly related to activities at DOE-owned or leased sites.
I.94	<p>DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)</p> <p>(a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.</p> <p>(b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.</p> <p>(c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.</p> <p>(d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.</p> <p>(e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.</p> <p>(f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.</p> <p>(g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.</p>
I.95	<p>DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)</p> <p>(a) Definitions.</p> <p>(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.</p>

	<p>(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.</p> <p>(b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless-</p> <p>(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
I.96	<p>DEAR 952.208-70 PRINTING (APR 1984)</p> <p>The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this Contract) in connection with the performance of work under this Contract. Provided, however, that performance of a requirement under this Contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.</p> <p>(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.</p> <p>(2) If fulfillment of the Contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a Contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.</p> <p>(3) Printing services not obtained in compliance with this guidance will result in the cost of such</p>

	<p>printing being disallowed.</p> <p>(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).</p>
I.97	<p>DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)</p> <p>(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.</p> <p>(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.</p> <p>(1) Use of Contractor's Work Product.</p> <p>(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.</p> <p>(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.</p> <p>(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.</p> <p>(2) Access to and use of information.</p> <p>(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—</p> <p>(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;</p>

	<p>(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;</p> <p>(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and</p> <p>(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.</p> <p>(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.</p> <p>(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.</p> <p>(c) Disclosure after award.</p> <p>(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.</p> <p>(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.</p> <p>(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.</p> <p>(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.</p>
I.98	<p>DEAR 952.223-78 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)</p> <p>(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing</p>

	<p>its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well being of Federal employees, contract service providers and visitors using the facility.</p> <p>(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures in the Changes clause of the contract. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:</p> <p>(1) Recycled Content Products are described at http://epa.gov/cpg.</p> <p>(2) Biobased Products are described at http://www.biopreferred.gov/.</p> <p>(3) Energy efficient products are at http://energystar.gov/products for Energy Star products.</p> <p>(4) Energy efficient products are at http://www.femp.energy.gov/procurement for FEMP designated products.</p> <p>(5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at http://www.epeat.net the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site.</p> <p>(6) Green house gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at http://www.archives.gov/federal-register/executive-orders/disposition.html.</p> <p>(7) Non-Ozone Depleting Alternative Products are at http://www.epa.gov/ozone/strathome.html.</p> <p>(8) Water efficient plumbing products are at http://epa.gov/watersense.</p> <p>(c) The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product -</p> <p>(1) Is not available;</p> <p>(2) Is not life cycle cost effective or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable (EPEAT is an example of lifecycle costs that have been analyzed by</p>
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	<p>DOE and found to be acceptable at the silver and gold level);</p> <p>(3) Does not meet performance needs; or,</p> <p>(4) Cannot be delivered in time to meet a critical need.</p> <p>(d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (http://www.epa.gov/greeningepa/practices/eo13423.htm) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (http://www.archives.gov/federal-register/executive-orders/disposition.html). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic performance. This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non-ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf.</p> <p>(e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or WaterSense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, Attachment 1, or its successor to the extent required elsewhere in the contract. This requirement should not be flowed down to subcontractors.</p> <p>(f) In complying with the requirements of paragraph (c) of this clause, the Contractor(s) shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position. Reporting under this paragraph and paragraphs (g) and (h) of this clause is only required if the contract or subcontract offers subcontracting opportunities for energy efficient and environmentally sustainable products or services exceeding \$100,000 in any contract year.</p> <p>(g) The Contractor shall prepare and submit performance reports, if required, using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default.</p> <p>(h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor, if subcontracting opportunities for sustainable and environmentally preferable products or services exceed the threshold in paragraph (f) of this clause, will comply with the procedures in paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the Prime Contractor's Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph</p>
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	<p>(c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the Subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.</p> <p>(i) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "Subcontractor."</p>
I.99	<p>DEAR 952.226-74, DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)</p> <p>(a) Definition. Eligible employee means a current or former employee of a 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.</p> <p>(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.</p> <p>(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.</p>
I.100	<p>DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)</p> <p>(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:</p> <p>(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.</p> <p>(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.</p> <p>(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.</p> <p>(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.</p>

	<p>(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-</p> <p>(1) Constitutes an assignment of additional work outside the Statement of Work;</p> <p>(2) Constitutes a change as defined in the contract clause entitled "Changes;"</p> <p>(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;</p> <p>(4) Changes any of the expressed terms, conditions or specifications of the contract; or</p> <p>(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.</p> <p>(d) All technical direction shall be issued in writing by the COR.</p> <p>(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-</p> <p>(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;</p> <p>(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or</p> <p>(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.</p> <p>(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."</p>
I.101	<p>DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)</p> <p>(a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.</p> <p>(b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.</p>

	<p>(c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.</p> <p>(d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.</p> <p>(e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.</p> <p>(f) Obtaining travel discounts.</p> <p>(1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA Contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.</p> <p>(2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.</p> <p>OFFICIAL AGENCY LETTERHEAD</p> <p>TO: Participating Vendor</p> <p>SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR</p> <p>(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.</p> <p>SIGNATURE, Title and telephone number of Contracting Officer</p>
I.102	<p>DEAR 970.5223-6 EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT (OCT 2010)</p> <p>Since this contract involves Contractor operation of Government-owned facilities and/or motor vehicles, the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or motor vehicles. Information on the requirements of the Executive Order may be found at http://www.archives.gov/federal-register/executive-orders/.</p>

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

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SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-1

LIST OF APPLICABLE DOE DIRECTIVES

The Contractor shall comply with the requirements of the DOE Directives identified below. DOE directives may be found at <http://www.directives.doe.gov/>.

Regulation and Number	Regulation Title
DOE O 150.1	Continuity Programs
DOE O 200.1A	Information Technology Management
DOE O 203.1	Limited Personal use of Government Office Equipment including Information Technology
DOE O 205.1B Chg 2	Department of Energy Cyber Security Program
DOE O 206.1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 243.1B	Records Management Program
DOE O 350.1, Chg 4	Contractor Human Resource Management Programs
DOE O 442.1A	Employee Concerns Program
DOE O 442.1-1	Employee Concerns Program Guide
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 470.4B Admin Chg 1	Safeguards and Security Program
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-2

LIST OF DELIVERABLES

All deliverables shall be provided to DOE in an editable electronic format (i.e., rather than PDF) in addition to hardcopy. Omission of any deliverable from the List of Deliverables does not affect the obligation of the Contractor to comply with such requirement.

Report	Reference	Due Date	Approval or Information	Approving Official
Update on Transition Activities	C.05	Within 7 days of NTP for Contract Transition	DOE Approval	CO
Updated TCC Desk Guides	C.6.1.2	Within 60 days of assuming full responsibility of PWS	DOE Approval	COR Review, CO Approval
Updated TRANSCOM Security Plan	C.6.1.2	Within 90 days of assuming full responsibility of PWS	DOE Approval	COR Review, CO Approval
Updated TRANSCOM Contingency Plan	C.6.1.2	Within 60 assuming full responsibility of PWS	DOE Approval	COR Review, CO Approval
Quarterly Program Status Reports	C.6.1.2	Every 3 months within 15 days of the preceding quarter	DOE Information	COR
Annual Customer Survey and Results Report from TRANSCOM Users	C.6.1.2	Annually by November 30	DOE Information	CO and COR
Training class schedules	C.6.1.2.1	Semi-annually by June 1 and December 1	DOE Approval	COR
Software/Hardware Management Reports	C.07	Within 6 months of assuming full responsibility of PWS and annually thereafter	DOE Information	CO and COR

Updated System Configuration Plan	C.6.1.2; C.07	Within 6 months assuming full responsibility of PWS and as changes are made thereafter	DOE Approval	COR Review, CO Approval
System Requirements Specification (updated)	C.09	Prior to initiating system design changes	DOE Approval	CO
System Design Description (updated)	C.09	Prior to initiating system design changes	DOE Approval	CO
System Development Plan	C.09	Prior to initiating system design changes	DOE Approval	CO
Testing and Acceptance Plan	C.09	Prior to initiating system design changes	DOE Approval	CO
System Design Changes Project Schedule	C.09	Prior to initiating system design changes	DOE Approval	CO
System Design Changes Test Plan	C.09	Prior to System Testing	DOE Information	COR
Release of Information	H.29	At least 10 days prior to the planned issue date	DOE Approval	CO
Travel Authorization	H.17	Prior to any planned travel	DOE Approval	CO
Request for Material Purchase	H.18	Prior to any purchase of applicable material	DOE Approval	CO
Task Order Progress Reports	H.19	Monthly as applicable	DOE Information	CO
Worker Safety and Health Plan	H.21	Prior to the start of assuming full responsibility of PWS.	DOE Approval	COR
Report of job-related injuries and illnesses	H.21	As necessary	DOE Information	COR

Occupational Safety and Health Assessments	H.21	Upon Request	DOE Information	COR
Corrective Action for Non Compliance with H.21 Worker Safety and Health Plan	H.21	Upon notification from CO	DOE Approval	CO
Employee Concerns Program Implementation Plan	H.22	Within 90 Days of assuming full responsibility of PWS	DOE Approval	CO
Approval for Conference Related Activities	H.25	Prior to incurring any costs related to conferences or related activities.	DOE Approval	CO
Disclosure of Lobbying Activities	I.08, FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	As required or within 30 days of the end of the calendar quarter in which the change occurs	DOE Approval	CO
System for Award Management Updates	I.12, FAR 52.204-7 System for Award Management (JUL 2013)	Minimum one (1) business day before update.	DOE Information	CO
Reporting Executive Compensation and First Tier Subcontract Awards	I.14, FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)	Within 30 days of assuming full responsibility of PWS and annually thereafter.	DOE Information	CO
Update of Publicly Available Information Regarding Responsibility Matters	I.17 FAR 52.209-9 Updates of Information Regarding Responsibility Matters (JUL 2013)	Semi- Annually	DOE Approval	CO

Employment Reports for Special Disabled Veterans and Veterans of Vietnam Era (Federal Contractor Veterans Employment Report VETS-100)	I.42 FAR 52.222-35 Equal Opportunity for Veterans (SEP 2010)	Annually by September 30.	DOE Approval	CO
Affirmative Action Plan for Females & Minorities	I.41 FAR 52.222-26 Equal Opportunity (MAR 2007); FAR 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)	Within 30 days assuming full responsibility of PWS and updated annually by September 30	DOE Approval	DOE-EMCBC Office of Civil Rights and Diversity Review and Concurrence; CO Approval
Equal Employment Report (EEO-1)	I.41 FAR 52.222-26 Equal Opportunity (MAR 2007)	Annually by September 30	DOE Approval	DOE-EMCBC Office of Civil Rights and Diversity Review and Concurrence; CO Information
Affirmative Action Plan for Veterans & Individuals with Disabilities	I.42 FAR 52.222-35 Equal Opportunity for Veterans (SEP 2010)	Within 30 days of assuming full responsibility of PWS and updated annually, by September 30	DOE Approval	DOE-EMCBC Office of Civil Rights and Diversity Review and Concurrence; CO Approval
Bankruptcy Notification	I.84 FAR 52.242-13 Bankruptcy (JULY 1995)	Within 5 days of the initiation of the proceeding relating to the filing.	DOE Approval	CO
Consent to Subcontract	I. 87 FAR 52.244-2 Subcontracts (OCT 2010)	Notification to CO in advance of placing subcontract or modification	DOE Approval	CO
Cyber Security Program Plan	I.95 DEAR 952.204-77 Computer Security (AUG 2006) ; DOE O 205.1B	Within 60 days after assuming full responsibility of PWS and annually by September 30	DOE Approval	DOE-EMCBC Designated Authorizing Authority
Computer Security Incident Reports	DOE O 205.1B	Per occurrence	DOE Information	COR
Workplace Substance Abuse Program	DOE O 350.1, Chg. 4	Within 60 days of assuming full responsibility of	DOE Approval	DOE-EMCBC Industrial Relations

		PWS		Specialist Review; CO Approval
Employee Assistance Program Implementation Plan	DOE O 350.1, Chg. 4	Within 60 days of assuming full responsibility of PWS	DOE Approval	DOE- EMCBC Industrial Relations Specialist Review; CO Approval

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-3

PROJECT MANAGER MINIMUM LABOR QUALIFICATIONS

For the performance of the PWS Section C.09, System Design Changes and Upgrades, the Contractor shall provide a Project Manager with the minimum labor qualifications specified below:

DOE Labor Category	Qualifications
Project Manager	<ul style="list-style-type: none">• Must have a minimum of a Bachelor's Degree in either business, communications, management, information technology, engineering, or industrial science from an accredited school• Possess at least 12 years' experience as a project and/or program manager• Must be able to research and define multiple project scopes, schedules and targets• Must demonstrate an enterprising, innovative, and proactive approach to management <p>Desired: PMP Certification</p>

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-4

GOVERNMENT FURNISHED PROPERTY AND INFORMATION LIST

*** Government Furnished Property and Information List is subject to change prior to period of performance.**

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-5

TRANSCOM PROGRAM DOCUMENTS

Document Type	Document No.	Title
Program Description	DOE/CBFO 10-3449	TRANSCOM Program Plan
Plan	DOE/CBFO 09-3434	TRANSCOM Configuration Management Plan
Plan	DOE/CBFO 08-3380	TRANSCOM Security Plan
Technical Design	TCC-PRG 09-005	TRANSCOM System Design Description
Technical Specification	TCC-PRG 09-003	TRANSCOM System Requirements Specification
Operations	n/a	TRANSCOM Desk Guides
Plan	TCC-PRG 09-004	TRANSCOM Quality Assurance Plan
Plan	TCC-PRG 11-009	TRANSCOM 3.0 Master Test Plan
Plan	DOE/CBFO-80-3381	TRANSCOM Contingency Plan

*Program Documents are Provided in a Separate PDF File

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-6

ACRONYM LIST

Acronym	Description
TRANSCOM	Transportation Tracking and Communications System
8(a)	Section 8(a) of the Small Business Act
ADR	Alternative Dispute Resolution
CBFO	Carlsbad Field Office
CCR	Central Contractor Registration
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer Representative
CPARS	Contractor Performance Assessment Reporting System
DEAR	Department of Energy Acquisition Regulation
DOE	Department of Energy
DPLH	Direct Productive Labor Hours
EEO	Equal Employment Opportunity
EFT	Electronic Funds Transfer
EIT	Electronic and Information Technology
EMCBC	Environmental Management Consolidated Business Center
FAR	Federal Acquisition Regulation
FP	Fixed Price
FTR	Federal Travel Regulations
GAO	Government Accountability Office
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GSA	General Services Administration
IG	Inspector General
Inc.	Incorporated
IPv6	Internet Protocol Version 6
JV	Joint Venture
LLC	Limited Liability Corporation

NAICS	North American Industrial Classification System
NIST	National Institute of Standards and Technology
NTP	Notice to Proceed; or National TRU Program
OCI	Organizational Conflict of Interest
ORFSC	Oak Ridge Financial Service Center
PIV	Personal Identity Verification
PM	Project Manager
PWS	Performance Work Statement
RFP	Request for Proposal
RIDS	Records Inventory and Disposition Schedule
SAM	System for Award Management
SBA	Small Business Administration
SF	Standard Form
SMS	
SO	Selection Official
T&M	Time-and-Materials
TCC	Transcom Communication Center
TEC	Technical Evaluation Committee
TO	Task Order
TRU	Transuranic
U.S.C	United States Code
VIPERS	Vendor Inquiry Payment Electronic Reporting System
VPN	Virtual Private Network
WIPP	Waste Isolation Pilot Plant
WSHP	Worker Safety and Health Plan

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-7

CONFERENCE ATTENDANCE APPROVAL REQUEST

*conventions, expositions, symposiums, seminars, workshops, exhibitions

Employee		Date of Request	
Conference Title			
Sponsoring Organization(s)			
Sponsored by DOE? Y or N			
Conference Location		Date(s)	
Brief Description of the Conference			
Why can the conference intent not be accomplished in any other manner? (e.g. video conference)			
Description of the benefit to the EM or CBFO Mission expected to result from participation.			
Estimated Cost			
			Estimated Amount
Conference Registration Cost			
Estimated Travel Cost			
Airfare Round Trip			
Hotel			
Car Rental			
Miscellaneous/Mileage			
TOTAL Estimated Cost			
Concurrence			
Director/Supervisor Signature and Date			

Decision
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Justification (if disapproved)

****Forward copy of completed form to Contracting Officer**

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-8

SERVICE CONTRACT ACT WAGE DETERMINATION

WD 05-2511 (Rev.-16) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
	Wage Determination No.: 2005-2511
Diane C. Koplewski Division of	Revision No.: 16
Director Wage Determinations	Date Of Revision: 06/13/2012

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	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.78
01012 - Accounting Clerk II		14.46
01013 - Accounting Clerk III		16.18
01020 - Administrative Assistant		17.66
01040 - Court Reporter		15.70
01051 - Data Entry Operator I		9.57
01052 - Data Entry Operator II		10.56
01060 - Dispatcher, Motor Vehicle		13.41
01070 - Document Preparation Clerk		11.19
01090 - Duplicating Machine Operator		11.19
01111 - General Clerk I		9.61
01112 - General Clerk II		10.49
01113 - General Clerk III		11.77
01120 - Housing Referral Assistant		14.98
01141 - Messenger Courier		8.76
01191 - Order Clerk I		10.48
01192 - Order Clerk II		11.44
01261 - Personnel Assistant (Employment) I		12.80
01262 - Personnel Assistant (Employment) II		14.44
01263 - Personnel Assistant (Employment) III		15.99
01270 - Production Control Clerk		16.69
01280 - Receptionist		9.47
01290 - Rental Clerk		10.50
01300 - Scheduler, Maintenance		12.00
01311 - Secretary I		12.01
01312 - Secretary II		13.43
01313 - Secretary III		14.98
01320 - Service Order Dispatcher		11.77
01410 - Supply Technician		17.23
01420 - Survey Worker		13.70
01531 - Travel Clerk I		11.16
01532 - Travel Clerk II		12.20
01533 - Travel Clerk III		13.00
01611 - Word Processor I		12.87
01612 - Word Processor II		14.45
01613 - Word Processor III		16.16
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		16.41
05010 - Automotive Electrician		15.40

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05040 - Automotive Glass Installer	14.37
05070 - Automotive Worker	14.37
05110 - Mobile Equipment Servicer	12.32
05130 - Motor Equipment Metal Mechanic	16.41
05160 - Motor Equipment Metal Worker	14.37
05190 - Motor Vehicle Mechanic	17.31
05220 - Motor Vehicle Mechanic Helper	11.29
05250 - Motor Vehicle Upholstery Worker	13.34
05280 - Motor Vehicle Wrecker	14.37
05310 - Painter, Automotive	15.40
05340 - Radiator Repair Specialist	14.37
05370 - Tire Repairer	11.33
05400 - Transmission Repair Specialist	16.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.51
07041 - Cook I	9.61
07042 - Cook II	11.41
07070 - Dishwasher	7.37
07130 - Food Service Worker	8.06
07210 - Meat Cutter	11.04
07260 - Waiter/Waitress	7.30
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.73
09040 - Furniture Handler	8.80
09080 - Furniture Refinisher	15.73
09090 - Furniture Refinisher Helper	11.05
09110 - Furniture Repairer, Minor	13.15
09130 - Upholsterer	15.73
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.07
11060 - Elevator Operator	8.07
11090 - Gardener	12.04
11122 - Housekeeping Aide	9.02
11150 - Janitor	9.02
11210 - Laborer, Grounds Maintenance	9.02
11240 - Maid or Houseman	7.74
11260 - Pruner	7.79
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.02
11360 - Window Cleaner	10.45
12000 - Health Occupations	
12010 - Ambulance Driver	12.83
12011 - Breath Alcohol Technician	14.94
12012 - Certified Occupational Therapist Assistant	22.21
12015 - Certified Physical Therapist Assistant	21.09
12020 - Dental Assistant	12.61
12025 - Dental Hygienist	27.43
12030 - EKG Technician	25.42
12035 - Electroneurodiagnostic Technologist	25.42
12040 - Emergency Medical Technician	12.83
12071 - Licensed Practical Nurse I	16.95
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.15
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	13.77
12160 - Medical Record Clerk	13.27
12190 - Medical Record Technician	14.84
12195 - Medical Transcriptionist	14.31
12210 - Nuclear Medicine Technologist	33.37
12221 - Nursing Assistant I	9.26
12222 - Nursing Assistant II	10.41

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12223 - Nursing Assistant III	11.36
12224 - Nursing Assistant IV	12.75
12235 - Optical Dispenser	11.21
12236 - Optical Technician	9.30
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.52
12305 - Radiologic Technologist	23.81
12311 - Registered Nurse I	23.99
12312 - Registered Nurse II	28.64
12313 - Registered Nurse II, Specialist	28.64
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III, Anesthetist	34.65
12316 - Registered Nurse IV	41.55
12317 - Scheduler (Drug and Alcohol Testing)	21.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	23.08
13013 - Exhibits Specialist III	27.03
13041 - Illustrator I	19.15
13042 - Illustrator II	23.08
13043 - Illustrator III	27.03
13047 - Librarian	24.46
13050 - Library Aide/Clerk	11.49
13054 - Library Information Technology Systems Administrator	22.09
13058 - Library Technician	17.24
13061 - Media Specialist I	15.83
13062 - Media Specialist II	17.83
13063 - Media Specialist III	19.88
13071 - Photographer I	12.93
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	13.67
14042 - Computer Operator II	15.46
14043 - Computer Operator III	17.25
14044 - Computer Operator IV	19.17
14045 - Computer Operator V	21.22
14071 - Computer Programmer I	(see 1) 21.43
14072 - Computer Programmer II	(see 1) 26.56
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.67
14160 - Personal Computer Support Technician	22.41
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.13
15020 - Aircrew Training Devices Instructor (Rated)	32.14
15030 - Air Crew Training Devices Instructor (Pilot)	37.89
15050 - Computer Based Training Specialist / Instructor	26.13
15060 - Educational Technologist	32.13
15070 - Flight Instructor (Pilot)	37.89
15080 - Graphic Artist	19.52
15090 - Technical Instructor	18.06
15095 - Technical Instructor/Course Developer	22.09
15110 - Test Proctor	14.58

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15120 - Tutor	14.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.64
16030 - Counter Attendant	7.64
16040 - Dry Cleaner	9.31
16070 - Finisher, Flatwork, Machine	7.64
16090 - Presser, Hand	7.64
16110 - Presser, Machine, Drycleaning	7.64
16130 - Presser, Machine, Shirts	7.64
16160 - Presser, Machine, Wearing Apparel, Laundry	7.64
16190 - Sewing Machine Operator	9.84
16220 - Tailor	10.41
16250 - Washer, Machine	8.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.73
19040 - Tool And Die Maker	20.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	10.91
21030 - Material Coordinator	16.69
21040 - Material Expediter	16.69
21050 - Material Handling Laborer	9.14
21071 - Order Filler	10.49
21080 - Production Line Worker (Food Processing)	10.91
21110 - Shipping Packer	10.48
21130 - Shipping/Receiving Clerk	10.49
21140 - Store Worker I	8.93
21150 - Stock Clerk	12.82
21210 - Tools And Parts Attendant	10.91
21410 - Warehouse Specialist	10.91
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.14
23021 - Aircraft Mechanic I	23.82
23022 - Aircraft Mechanic II	26.14
23023 - Aircraft Mechanic III	27.45
23040 - Aircraft Mechanic Helper	16.39
23050 - Aircraft, Painter	18.67
23060 - Aircraft Servicer	19.25
23080 - Aircraft Worker	20.78
23110 - Appliance Mechanic	16.14
23120 - Bicycle Repairer	11.33
23125 - Cable Splicer	21.87
23130 - Carpenter, Maintenance	15.73
23140 - Carpet Layer	14.64
23160 - Electrician, Maintenance	18.27
23181 - Electronics Technician Maintenance I	19.57
23182 - Electronics Technician Maintenance II	21.02
23183 - Electronics Technician Maintenance III	22.67
23260 - Fabric Worker	13.46
23290 - Fire Alarm System Mechanic	16.62
23310 - Fire Extinguisher Repairer	12.26
23311 - Fuel Distribution System Mechanic	19.79
23312 - Fuel Distribution System Operator	15.20
23370 - General Maintenance Worker	14.64
23380 - Ground Support Equipment Mechanic	23.82
23381 - Ground Support Equipment Servicer	19.25
23382 - Ground Support Equipment Worker	20.78
23391 - Gunsmith I	12.26
23392 - Gunsmith II	14.64
23393 - Gunsmith III	16.96
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.12

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23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	17.24
23430 - Heavy Equipment Mechanic	17.80
23440 - Heavy Equipment Operator	16.96
23460 - Instrument Mechanic	18.50
23465 - Laboratory/Shelter Mechanic	15.73
23470 - Laborer	9.14
23510 - Locksmith	15.73
23530 - Machinery Maintenance Mechanic	16.96
23550 - Machinist, Maintenance	16.31
23580 - Maintenance Trades Helper	11.27
23591 - Metrology Technician I	18.50
23592 - Metrology Technician II	19.66
23593 - Metrology Technician III	20.93
23640 - Millwright	17.46
23710 - Office Appliance Repairer	15.62
23760 - Painter, Maintenance	14.67
23790 - Pipefitter, Maintenance	17.63
23810 - Plumber, Maintenance	16.55
23820 - Pneudraulic Systems Mechanic	16.96
23850 - Rigger	16.96
23870 - Scale Mechanic	14.64
23890 - Sheet-Metal Worker, Maintenance	15.63
23910 - Small Engine Mechanic	14.64
23931 - Telecommunications Mechanic I	21.99
23932 - Telecommunications Mechanic II	23.51
23950 - Telephone Lineman	19.48
23960 - Welder, Combination, Maintenance	16.96
23965 - Well Driller	16.96
23970 - Woodcraft Worker	16.96
23980 - Woodworker	12.26
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	10.49
24610 - Chore Aide	8.29
24620 - Family Readiness And Support Services Coordinator	11.01
24630 - Homemaker	12.70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.71
25040 - Sewage Plant Operator	17.19
25070 - Stationary Engineer	18.43
25190 - Ventilation Equipment Tender	12.83
25210 - Water Treatment Plant Operator	17.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.20
27007 - Baggage Inspector	10.38
27008 - Corrections Officer	18.66
27010 - Court Security Officer	18.66
27030 - Detection Dog Handler	14.84
27040 - Detention Officer	18.66
27070 - Firefighter	19.83
27101 - Guard I	10.38
27102 - Guard II	14.84
27131 - Police Officer I	21.41
27132 - Police Officer II	23.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.64
28042 - Carnival Equipment Repairer	12.69
28043 - Carnival Equipment Worker	8.45
28210 - Gate Attendant/Gate Tender	13.37

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28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	14.96
28510 - Recreation Aide/Health Facility Attendant	10.92
28515 - Recreation Specialist	14.10
28630 - Sports Official	11.92
28690 - Swimming Pool Operator	16.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.06
29020 - Hatch Tender	17.06
29030 - Line Handler	17.06
29041 - Stevedore I	15.68
29042 - Stevedore II	18.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
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	19.04
30061 - Drafter/CAD Operator I	15.03
30062 - Drafter/CAD Operator II	16.81
30063 - Drafter/CAD Operator III	19.99
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.71
30082 - Engineering Technician II	17.63
30083 - Engineering Technician III	20.27
30084 - Engineering Technician IV	24.96
30085 - Engineering Technician V	29.90
30086 - Engineering Technician VI	36.17
30090 - Environmental Technician	19.33
30210 - Laboratory Technician	19.91
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
30461 - Technical Writer I	26.05
30462 - Technical Writer II	31.87
30463 - Technical Writer III	38.56
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 19.99
30621 - Weather Observer, Senior	(see 3) 20.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.98
31030 - Bus Driver	15.52
31043 - Driver Courier	11.32
31260 - Parking and Lot Attendant	7.85
31290 - Shuttle Bus Driver	12.39
31310 - Taxi Driver	10.33
31361 - Truckdriver, Light	12.39
31362 - Truckdriver, Medium	14.19
31363 - Truckdriver, Heavy	17.82
31364 - Truckdriver, Tractor-Trailer	17.82

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99000 - Miscellaneous Occupations	
99030 - Cashier	7.93
99050 - Desk Clerk	10.35
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	9.70
99252 - Laboratory Animal Caretaker II	10.76
99310 - Mortician	22.69
99410 - Pest Controller	14.84
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	11.26
99711 - Recycling Specialist	14.37
99730 - Refuse Collector	9.72
99810 - Sales Clerk	10.14
99820 - School Crossing Guard	8.48
99830 - Survey Party Chief	17.09
99831 - Surveying Aide	11.84
99832 - Surveying Technician	13.97
99840 - Vending Machine Attendant	9.87
99841 - Vending Machine Repairer	12.54
99842 - Vending Machine Repairer Helper	9.87

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) 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.

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.

ATTACHMENT J-9: DOE OFFICE OF ENVIRONMENTAL MANAGEMENT
FY 13 ANNUAL PERFORMANCE AGREEMENT

FY13 Annual Performance Agreement

Office of Environmental Management



U.S. Department of Energy

Office of Environmental Management

11/28/2012

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FY 2013 Performance Agreement with the Senior Advisor for the Office of Environmental Management

The Office of Environmental Management (EM) is working to complete the safe cleanup of the environmental legacy brought about by five decades of nuclear weapons development and government-sponsored nuclear energy research. For FY 2013, EM's commitments advance the program and management goals, priorities, and expectations of the Department of Energy (DOE). They will move us toward a more efficient and effective organization by using a business model that reflects the management philosophy of empowering the Field with the authorities and resources necessary to successfully execute the EM Program mission safely.

This Performance Agreement articulates the link between DOE's Strategic Goals and those of EM. It is intended to communicate the corporate metrics used to measure progress, and convey the commitment of EM's Senior Management to the mission of DOE. This Agreement is the commitment by the EM leadership team to turn ideas into reality and resources into results.

DOE Strategic Plan and EM's Mission

In May 2011, the Department released its Strategic Plan, a document that outlines the broad, cross-cutting and collaborative goals that stretch across our complex. It is intended to serve as a blueprint for DOE to help address the Nation's energy, environmental, and nuclear challenges through transformative science and technology solutions. At the heart of that plan are the following objectives:

Goal 1: Transform Our Energy Systems. Catalyze the timely, material and efficient transformation of the Nation's energy system and secure U.S. leadership in clean energy technologies

Goal 2: The Science and Engineering Enterprise. Maintain a vibrant U.S. effort in science and engineering as a cornerstone of our economic prosperity with clear leadership in strategic areas

Goal 3: Secure Our Nation. Enhance nuclear security through defense, nonproliferation, and environmental efforts

Goal 4: Management and Operational Excellence. Establish an operational and adaptable framework that combines the best wisdom of all Department stakeholders to maximize mission success

The plan expresses how the Department's missions and programs are designed to bring the best minds and capabilities to bear on important problems. DOE draws on the diverse talents of our federal workforce, scientists and engineers from national laboratories, academia, and the private sector in multidisciplinary teams, striving to find solutions to the most complex and pressing challenges. The Department's May 2011 Strategic Plan was amended in February 2012 to update

the Targeted Outcomes. While EM's primary objective to Complete Environmental Remediation of Our Legacy and Active Sites remains the same, the Strategic Plan now identifies revised targeted outcomes to achieving these objectives; EM is responsible for supporting DOE Strategic Plan outcomes. The targeted outcomes applicable to EM are:

- Develop novel methods for addressing high-level waste that can accelerate progress and reduce costs of this multi-decade long program, with a 2012 target date for the first demonstration (DOE Goal 3)
- By September 30, 2013, achieve a 71% reduction in DOE's cold war environmental footprint (DOE Goal 3)
- Align functional and programmatic reporting and, where necessary, create organizational positions to focus and accelerate decision-making and accountability by 2013 (DOE Goal 4)
- Develop governance principles relevant to balancing mission and risk, concurrence, transparency, and dispute resolution by 2013 (DOE Goal 4)
- Measure and reduce our average time-to-hire for General Schedule positions and equivalent positions by every human resources office (from initiation date to entry on duty date) from 174 calendar days to an 80-day average that includes a 50-day target to job offer by the end of FY 2013 (DOE Goal 4)
- Complete at least 90% of our capital asset projects (achieving Critical Decision 4 [CD-4] project completion within a 3-year rolling timeline) at original scope and within 110% of the cost baseline by 2013 (DOE Goal 4)
- Improve and continue to refine Department performance management systems and processes by 2013 so that they clearly link work to mission goals, expected outcomes, and accomplishment measures. Ensure that meaningful distinctions between levels of performance are identified and rewarded appropriately (DOE Goal 4)

Measuring Progress

EM's corporate performance measures are quantitative and focus on the accomplishment of risk-reducing actions that lead to site completion. EM assigns specific measures to each site (displayed at the office level), targeted to the unique nature of a site's contamination and the associated scope of cleanup work. Progress against these measures at a site is a demonstrable indication of progress towards EM's/DOE's cleanup goals; completion of all of the measures at a site results in completion of that site. Therefore, these measures provide a gauge of progress for cleanup and associated cleanup milestones.

The following quantitative cleanup measures are tracked across the entire EM program and provide high level indications of overall programmatic progress:

- Kilograms of Plutonium or Uranium residues packaged ready for disposition/disposal
- Metric tons of depleted and natural uranium packaged in a form suitable for disposition
- Millions of gallons of high-level radioactive liquid tank waste (and other forms such as sludge and salt cake) that have been eliminated
- Number of liquid waste tanks closed

- Number of high-level waste containers/canisters ready for final disposition
- MTHM of spent nuclear fuel packaged for final disposition not including packaging for transport unless no further packaging is required after transport
- Number of cubic meters of stored transuranic (TRU)/TRU-mixed shipped for disposal.
- Number of acres of buried waste remediated
- Number of cubic meters of legacy and newly generated low-level and mixed low-level waste disposed including onsite disposal of a site's own waste, waste shipped to a commercial disposal facility, and waste shipped to another DOE site for disposal
- Number of nuclear facilities that have reached their end state within the EM program, defined as decommissioning, deactivation, dismantlement, demolition, or responsibility for the facility is transferred to another program or owner
- Number of radioactive facilities that have reached their end state within the EM program, defined as decommissioning, deactivation, dismantlement, demolition, or responsibility for the facility is transferred to another program or owner
- Number of industrial facilities that have reached their end state within the EM program, defined as decommissioning, deactivation, dismantlement, demolition, or responsibility for the facility is transferred to another program or owner
- Number of release sites considered complete after regulatory approval is obtained and no additional EM resources are required except for long-term stewardship
- Number of geographic sites eliminated, e.g., Fernald, when active remediation has been completed in accordance with the terms and conditions of cleanup agreements

Goals and Metrics

EM's primary responsibility is the safe cleanup of the environmental legacy of research and materials production by DOE and its predecessor agencies for which Congress established the EM Program. Programmatic success will be measured by *what* is accomplished, i.e., the number of sites restored, quantities of material treated and disposed of, amounts of soil and groundwater remediated, etc. However, overall success will also be measured by *how* the program is managed, i.e., through critical management goals such as safety performance, project and contract management, and excellence in business management practices.

Continuous Improvement

The measures for EM's commitments are constantly being reviewed and improved when appropriate to reflect changing conditions. EM will continually strive to improve the efficiency and effectiveness of the program.

EM continues to pursue its commitment to becoming a high-performing organization. For example, in 2012 we stood-up a Continuous Improvement Program focused on identifying potential problems within the organization's infrastructure, then collaboratively pursued solutions with EM's members who are most impacted by any changes.

To support this commitment to both improvement and programmatic success, EM has identified the following goals, strategies and metrics specifically for FY 2013. These goals evolve directly from DOE's 2012 Amended Strategic Goals articulated by the Secretary of Energy.

Safety Culture

The safety of EM workers is a core value that is incorporated into every aspect of the EM program. To best protect our workers, EM has a goal of zero accidents or incidents in the work place and to date, has maintained a strong safety record. EM continues to utilize the Integrated Safety Management System to ensure that all work activities are appropriately scoped, analyzed for hazards, comprehensively planned to eliminate or mitigate those hazards, and effectively performed by trained employees. In addition, EM follows DOE Order 226.1B; *Implementation of Department of Energy Oversight Policy* that establishes the philosophy that line management is responsible for ensuring safety when work is performed. EM seeks to continue safety improvements by instituting corrective actions, promoting lessons learned, and developing new or improved processes.

Goal 1:	Improve safety, security and quality performance towards a goal of zero accidents, incidents, and defects and continue to improve the EM Complex-Wide Safety Culture. EM's Goal 1 directly supports the Department's Strategic Plan Goal 4.
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Strategies

- Use rigorous management oversight to help ensure EM sites and projects integrate safety, security and quality throughout their lifecycle, including procurement, design, engineering, construction, commissioning, operation, deactivation/decommissioning, and environmental restoration
- Foster a safety culture that promotes quality work in a safe and secure manner by establishing strong leadership behaviors that reflect EM's expectations
- Develop a proactive relationship with the Defense Nuclear Facilities Safety Board (DNFSB) to expeditiously resolve DNFSB concerns and issues

Metrics

- Metric 1.1: Maintain an average Total Recordable Case rate of <1.1 and a Days Away from Work, Restricted Work or Transfer case rate of <0.6
- Metric 1.2: Both HQ and Field Offices will complete implementation of EM-QA-001 Revision 1 by June 30, 2013, and verify implementation by September 30, 2013 through an independent assessment of the established program
- Metric 1.3: Ensure that at least 80 percent of EM site contractors performing D&D, industrial or nuclear work have implemented a work planning and control (WP&C) program based on the EM-HQ, URS, or EFCOG WP&C guidance and confirmed through the annual ISM Effectiveness Review WP&C Criterion 6 assessment

- Metric 1.4: Ensure that at least 80 percent of EM sites and contractors have established performance metric systems and established metrics that monitor the health of key programs (people, processes, and equipment) to prevent identified adverse outcomes or events, data is tracked, and emergent negative trends are investigated and addressed
- Metric 1.5: Perform cyber security assistance visits to at least 7 EM field sites by September 30, 2013, meeting Federal Information Security Management Act (FISMA) requirements
- Metric 1.6: Perform assessments using the new 800-53 revision 3 controls on 4 classified systems by August 31, 2013, meeting FISMA requirements

Reducing Lifecycle Cost

EM will continue to identify opportunities to make strategic investments that reduce the overall cost of the cleanup program while shortening project and program schedules. The current life-cycle cost estimate for EM is \$274 to \$309 billion. This includes \$100 billion in actual costs from 1997 through 2011, and an additional estimate of \$174 to \$209 billion to complete EM's remaining mission in the timeframe of 2050 to 2062. EM will continue to identify opportunities, including technology development, to reduce the life-cycle cost of its program. In FY 2013, EM will continue efforts to develop technologies that allow for the segregation and stabilization of mercury contaminated debris; develop attenuation-based remedies for groundwater; and utilize technologies that enable the safe extended storage of spent (used) nuclear fuel at DOE sites.

<p>Goal 2: Reduce the life cycle cost and accelerate the cleanup of the Cold War legacy. EM's Goal 2 directly supports the Department's Strategic Plan Goal 3.</p>

Strategies

- Reduce risk, lower cost, and accelerate project completion by using the best scientific and technical resources available to ensure the technologies selected for development and deployment are appropriate
- Help ensure that projects have the tools necessary to succeed in the most efficient manner by working with the Federal staff, contractors, and union representatives to identify their needs
- Use Construction Project Reviews (CPR) to identify and assist in resolution of key project issues regarding scope, cost, schedule, project risk management, and technical approach
- Ensure CPR recommendations align with contract requirements. Partnership agreements may be considered but are informal
- Continue to implement the Operations Activity Protocol issued as Revision 0, March 15, 2012 and conduct quarterly reviews of operations activities. Issue protocol revision if needed based on lessons from implementation

Metrics

- Metric 2.1: Develop a Strategic Plan, by September 30, 2013, for the Applied Field Research Initiatives to identify risks and challenges for remediating source terms in vadose zone environments, define and achieve alternate end states, and determine the efficacy of technologies to achieve regulatory goals and reduce life cycle costs
- Metric 2.2: Develop by August 30, 2013, under the Advanced Simulation Capability for Environmental Management (ASCEM) program, the computational framework for calibrated models to predict the mobility of risk-driving contaminants pertinent to vadose zone natural attenuation or engineered remediation to support regulatory approval of risk-informed end states
- Metric 2.3: Develop by August 2013, the Program Plan for the Science Opportunities for Monitoring at EM Sites to prioritize monitoring challenges and associated research needs and correlate research priorities for an integrated systems-based monitoring approach to promote acceptance of alternative end points, resulting in cost reductions
- Metric 2.4: Develop analysis and risk-informed options for asbestos remediation in coordination with Field Office and EM/DOE-HQ representatives and ultimately with EPA
- Metric 2.5: Complete analysis and produce an Addendum to the EM "Decontamination and Decommissioning MAPS" detailing the D&D completed under ARRA
- Metric 2.6: Expand the use of authorized limits to support a cost effective approach to site remediation and D&D; specifically apply to Gaseous Diffusion Plants, in coordination with Portsmouth and/or Paducah
- Metric 2.7: Issue Notices of Availability for the Draft Mercury Supplemental EIS and Final Tank Closure and Waste Management EIS by December 28, 2012, and Notice of Availability for Final Mercury Supplemental EIS by September 27, 2013
- Metric 2.8: Submit DOE Order 435.1, Radioactive Waste Management, to RevCom for final Departmental review by February 22, 2013
- Metric 2.9: Disposition 4,500 cubic meters of waste collectively from the TRU waste inventories managed at Los Alamos National Laboratory Technical Area 54, Idaho Site's Advanced Mixed Waste Treatment Project Radioactive Waste Management Complex and Idaho Cleanup Project, and the Savannah River Site Transuranic Waste Program waste storage facilities in FY13
- Metric 2.10: Achieve an annual target of 12,000 metric tons of depleted and other uranium packaged for disposition
- Metric 2.11: Publish final EIS for the disposal location for Greater-than-Class C Low Level Radioactive Waste (GTCC LLW) and DOE-like GTCC LLW by March 31, 2013
- Metric 2.12: Submit Certificate of Compliance application for the DOT 9975 shipping packages to the NRC by February 28, 2013
- Metric 2.13: Execute the Field Site Manager priorities identified in the Appendix by September 30, 2013 (or by dates specifically listed in the Appendix)
- Metric 2.14: Establish certification criteria for designation of managers of Operations Activities by March 31, 2013
- Metric 2.15: Liquid Tank Waste in Inventory eliminated (mass of waste): 480 metric tons by September 30, 2013

- Metric 2.16: Liquid Waste Tanks cleaned and emptied (number of tanks): 5 tanks by September 30, 2013
- Metric 2.17: Tank waste processed for disposal (number of curies): 5.75 million curies by September 30, 2013
- Metric 2.18: HLW Packaged for Disposition (Number of Containers): 200 canisters by September 30, 2013
- Metric 2.19: Accept 2 shipments of Domestic Research Reactor Fuel and 3 shipments of Foreign Research Reactor Fuel
- Metric 2.20: Process 1.2 MT of Sodium Reactor Experiment (SRE) Fuel (At Risk) and 20 Kg of material for MOX Feed.

Compliance, Contract and Project Management

To ensure that EM delivers the best value for the American taxpayers, the FY 2013 budget request reflects its continued improvement in acquisition, contract, and project management. EM will further improve acquisition processes by obtaining early involvement and approvals on various acquisition approaches from DOE senior management, including the Office of Acquisition and Project Management, the Office of the General Counsel, and the Office of Small and Disadvantaged Business Utilization.

EM's continued progress in contract and project management has resulted in EM meeting three of the five criteria needed in order to be removed from the Government Accountability Office's (GAO) High Risk List. One of GAO's remaining concerns is that EM must provide the capacity (people and resources) to address problems. EM's organization established project sponsor positions at Headquarters for all capital asset projects to address this concern, and field project and contract management resources also need to be increased. GAO's second remaining concern is that EM must monitor and independently validate the corrective measures that it has taken to help ensure they are both effective and sustainable over the long term. EM's Annual Performance Agreement has been established as a vehicle for measuring, tracking, and validating progress. EM has also developed a Continuous Improvement Program for Contract and Project Management to guide and monitor improvements.

Goal 3:	Improve project and contract management with the objective of delivering results on time and within cost. EM's Goal 3 directly supports the Department's Strategic Plan Goal 4.
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Strategies

- Annually assess contract and project management staffing and skills to build and sustain needed capacity for Federal oversight of EM mission. (*GAO High Risk Criteria*)
- Independently validate the effectiveness and sustainability of contract and project management improvement actions through project and contract management reviews. (*GAO High Risk Criteria*)

- Improve the timeliness of approvals for contract performance baselines, contract modifications, and project changes to maintain contract, project and budget alignment by ensuring change management requirements and guidance is understood and being followed
- Increase the use of prime contractor small businesses
- Become a stronger owner by ensuring requirements are clearly delineated in the contracts, by holding contractors accountable for delivering results, and by ensuring contractors' performance is fairly documented
- Execute world-class contract management and administration of traditional and management and operations multi-year contracts in accordance with OMB Circular A-123, Federal Acquisition Regulation, Department of Energy Acquisition Regulation, EM Head of Contracting Activity directives to ensure the activities listed below are executed in strict compliance: (1) separation of duties and functions; (2) performance evaluation and measurement; (3) fee determination; (4) timely approval, recording/documentation of changes; (5) resolution of audit findings and other deficiencies; (6) management of acquisition workforce; (7) proper review and certification of business systems; and (8) timely contract closeout

Metrics

- Metric 3.1: Achieve the overall prime contract small business goal of 6% for each site with a stretch goal of the current DOE goal.
- Metric 3.2: Approve initial contract performance baselines with work aligned with the contract for the following five contracts (1) Portsmouth Gaseous Diffusion Plant D&D; (2) DUF6 Conversion Plants; (3) ORP Tank Operations; (4) Idaho Cleanup Project; (5) MOAB
- Metric 3.3: Ensure 90% of contracting series workforce has appropriate certification
- Metric 3.4: Implement partnering agreements for at least three additional contracts
- Metric 3.5: Complete 90% of capital asset projects (initiated after the DOE Root Cause Analysis report was issued) with TPC greater than or equal to \$10M within 10% of original cost (CD-2) and schedule performance baselines unless impacted by a directed change
- Metric 3.6: Ensure 90% of capital projects have Federal Project Directors that are certified at the appropriate level assigned to projects not later than CD-3
- Metric 3.7: Ensure 95% of contractors maintain their Earned Value Management System certification, when EVMS is required by the contract
- Metric 3.8: Manage contract and project operations activity changes so that baseline changes and/or operations activity changes are approved only after Site Office Manager and CO issues either a unilateral contract modification or completes contract negotiations for a bilateral change in all (100%) cases
- Metric 3.9: Complete 24 project peer reviews for active post CD-0 capital projects with TPCs greater than \$10M
- Metric 3.10: Notify and receive "deviation" decision from the appropriate approval authority as early as possible but at least 30 days prior to current performance baseline being breached in all (100%) cases

Management Excellence

As described in DOE's Strategic Plan, EM's success will require a sustained commitment to management excellence from Headquarters to every site office, service center, laboratory, and production facility. Management principles will be translated into action by focusing on operational and technical excellence. That excellence requires developing the most highly qualified, capable, and flexible federal workforce. Additionally, our management principles require implementation of a performance-based culture that clearly links work to agency goals, hold employees accountable for meeting our mission, and appropriately rewards employees for their efforts. These concepts are represented in EM's fourth goal.

<p>Goal 4: Achieve excellence in management and leadership with the objective of making EM an employer of choice in the Federal Government. EM's Goal 4 directly supports the Department's Strategic Plan Goal 4.</p>

Strategies

- Use surveys to identify where EM can enhance its customer and stakeholder relationships and implement improvements
- Improve EM's employer standing in the Federal community by designing human capital initiatives based upon the results from the Federal Employee Viewpoint Survey (EVS), and follow-up targeted surveys
- Enhance EM's ability to respond to changing needs in the workplace by collaborating with DOE's Offices of Human Capital and Personnel Management to accurately identify workplace limitations and potential solutions
- Execute/Assess an EM-wide Workforce Plan to address acquisition talent, succession planning, and performance competence so we can attract, retain, develop, mentor, and motivate the most highly-qualified, capable, and diverse workforce in the Federal Government
- Support EM's Ombudsman Program to ensure that all EM employees have a means to communicate problems to EM leadership outside the formal authority lines and to provide a prompt issue resolution mechanism
- Strengthen EM's overall financial management by implementing more robust monthly analysis of obligation and costing patterns across the complex
- Work with auditors and partner with CFO to gain a clean EM liability audit on the FY 2012 Annual Financial Statement (December 2012) which contributes to the success of the annual DOE financial audit
- Provide full support for Departmental and EM specific policies, practices and initiatives designed to create and sustain a diverse and inclusive workforce
- Commit to continuous learning to strengthen and broaden knowledge base to improve our effectiveness in managing and leading a diverse and inclusive workforce

Metrics

- Metric 4.1: Implement 90% of the “Best Places to Work” DOE EM Action Plan Initiatives by September 30, 2013
- Metric 4.2: Implement hiring reform: Reduce average Time-to-Hire for GS and equivalent employees from 174 to 80 days, including a less than or equal to 50 day target to job offer by September 30, 2013
- Metric 4.3: Integrate implementation of individual executive learning with organizational leadership development by developing Executive Excellence Plans, sharing 360 Assessment results with staff, participating in Five Dysfunctions of a Team training (Field optional), and completing required managerial training of 40 hours (new supervisors) or 24 hours (existing supervisors) by September 30, 2013
- Metric 4.4: Managers attend at least 8 hours of documented diversity/inclusion training and one Departmental or EM sponsored diversity/special emphasis program by September 30, 2013
- Metric 4.5: Ensure appropriated funds are executed in accordance with Congressional direction and OMB apportionment restrictions 100% of the time
- Metric 4.6: Respond to Inspector General/Government Accountability Office audit requirements by the agreed upon dates at least 90% of the time
- Metric 4.7: 90% of all requested documentation is submitted to the CFO and auditors within 15 days of request
- Metric 4.8: Headquarters and Sites work together to implement environmental liability guidance and processes such that the audit results in an unqualified audit opinion
- Metric 4.9: The Field makes less than 3 changes to the liability estimate between the current and previous fiscal years that were not identified to EM Headquarters
- Metric 4.10: EM-1 signs the Manager's Representation Letter certifying the completeness of EM's portion of the DOE liability

Sustainability

As stated in the DOE Strategic Plan, “*The Department is uniquely positioned to lead by example in transforming domestic energy use. Integrating sustainability throughout the Department is an essential aspect of implementing Executive Order 13514, Federal Leadership in Environmental Energy, and Economic Performance, and Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, as well as related statutes, and meeting or exceeding all required energy management and environmental goals. As stated in the U.S. Department of Energy Strategic Sustainability Performance Plan (SSP), the Department will reduce greenhouse gas emissions from onsite combustion of fossil fuel, fugitive emissions, and purchased power by 28% and reduce emissions from outside sources—such as business travel and employee commuting—by 13% by 2020. We will strive to exceed these goals at our own facilities by incorporating sustainability into all corporate management decisions, continually improving our operations and existing infrastructure to maximize efficient use of energy and natural resources, and ensuring, whenever built, new facilities are highly energy efficient.*” The strategies and metrics of EM’s Goal 5 are our responses to the Sustainability challenge.

Goal 5: Execute the EM Mission in a Sustainable Manner. EM's Goal 5 directly supports the Department's Strategic Plan Goal 1.

Strategies

- Meet Executive Order 13514 - reduce energy intensity in agency buildings, by soliciting suggestions from the staff and contractors
- Identify means for reducing the overall EM carbon footprint
- Utilize the Department's Energy Saving Performance Contract to reduce the IT data center's infrastructure footprint while providing state of the art services

Metrics

- Metric 5.1: Implement Section 432 of the Energy Independence and Security Act at all EM sites by assessing energy and water conservation opportunities, and evaluate the assessment recommendations for potential implementation and cost effectiveness
- Metric 5.2: Achieve recognition for EPA's Federal Government Electronics Challenge, with at least 3 sites winning a Green IT Recognition award by September 30, 2013
- Metric 5.3: Reduce EM's IT data center footprint by 20% using consolidation recommendations from the Energy Saving Performance Contract by September 30, 2013

Process and Procedure

The Office of Program Planning and Budget will track/monitor the progress on all items identified in this agreement and provide periodic reports to EM Management. EM DASs and Office Directors will update the status of all items (quarterly/monthly) through the predetermined tracking or reporting systems. All changes to goals and/or metrics will be fully vetted, documented and used as lessons learned when appropriate. All the results will be evaluated and assessed to ensure success meeting of goals as well as their effectiveness and appropriateness. The results of these assessments will be considered for lessons learned and possible impact on FY 2014 goals.

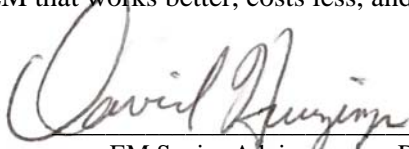
EM Senior Advisor Support

In order to accomplish the goals herein described, it is the EM Senior Advisor's objective to *provide visible, high profile support to:*

- Ensure that the necessary resources are in place to promote the success of these goals
- Communicate goal achievement and progress periodically through EM Updates, Reports and other media
- Champion each EM Improvement Team efforts to implement their action plans
- Formally recognize superior efforts in achieving goals through incentive awards
- Communicate, negotiate and mitigate responses and issues with senior Department and private sector officials

Terms of Agreement

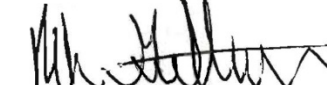
This agreement is intended to improve the internal management of the U.S. Department of Energy's Office of Environmental Management and is not intended to and does not create any right, benefit, trust or responsibility, substantive or procedural, enforceable by law or equity by any party against the U.S. Department of Energy, its agencies, its officers, or any person. This agreement will remain in effect until modified. It is expected that it will be updated as needed to reflect significant changes in budget, policy, personnel or other factors that may affect the accomplishment of objectives. This agreement represents our joint commitment to an EM that works better, costs less, and fulfills our sacred trust to the American People.



EM Senior Advisor Date 12/11/12



Principal Deputy Assistant Secretary Date 12/11/12


Chief of Staff Date 12/10/2012



Office of External Affairs Date 12/10/12



Deputy Assistant Secretary
Site Restoration Date 12/10/12

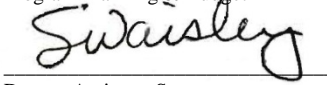

Deputy Assistant Secretary,
Tank Waste & Nuclear Material Date 12/10/12


Deputy Assistant Secretary,
Waste Management Date 12/10/12

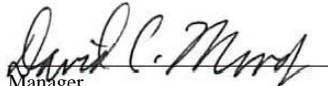

Deputy Assistant Secretary,
Safety, Security & Quality Programs Date 12/10/12


Deputy Assistant Secretary,
Acquisition & Project Management Date 12/3/2012



Deputy Assistant Secretary,
Program Planning & Budget Date 12/10/12


Deputy Assistant Secretary,
Human Capital & Corporate Services Date 12/10/12



Associate Principal Deputy Assistant Secretary Date 12/10/12


Manager,
Savannah River Site Date 12/5/12


Manager,
Richland Operations Office Date 12/5/12



Manager,
Office of River Protection Date 12/6/12


Manager,
Portsmouth/Paducah Project Office Date 12/6/12


Manager,
Carlsbad Field Office Date 12/6/12


Manager,
Idaho Operations Office Date 12/07/2012


Manager,
Oak Ridge Operations Office Date 12/11/2012


Manager,
Consolidated Business Center Date 12/6/12

Appendix: Field Operations Tasks

Idaho

- Begin hot operations of the Idaho Integrated Waste Treatment Unit (IWTU) by July 31, 2013
- Maintain shipments of TRU waste to WIPP in accordance with WIPP's integrated schedule
- Complete negotiation and contract modification for material differences on the Advanced Mixed Waste Treatment Project by December 31, 2012
- Complete construction of the Accelerated Retrieval Project (ARP) VIII Facility

West Valley

- Complete open-air demolition of Building 014 by September 30, 2013
- Submit amendment for the Certificate of Compliance to the Nuclear Regulatory Commission for the dry cask storage system by September 30, 2013

ETEC

- Reach agreement with the State of California on the schedule and sequence of activities required to complete the EIS and the CEQA process to allow budget and planning for site remediation by September 30, 2013

Consolidated Business Center

- Complete and put into operation the ventilations systems in the G2 and H2 facilities at SPRU by February 28, 2013 in compliance with Consent Order
- Achieve 15% small business prime contracting
- Achieve \$10M in cost savings through further implementation of the Strategic Sourcing Initiative in FY13
- Award contract for cleanup at Lawrence Berkley National Laboratory by August 31, 2013

Oak Ridge

- Complete Mercury Strategy Report by March 31, 2013
- Complete demolition of K25 North End by March 31, 2013
- Initiate Category 2 shipments of CUESP shipments by April 1, 2013
- Receive CD-1 reauthorization for Sludge Build-out Project by September 30, 2013
- Receive CD-1 approval for the Outfall 200 Project by September 30, 2013

Nevada

- Receive all necessary approvals to begin receipt of U-233 CEUSP shipments from Oak Ridge
- Receive all necessary approvals for on-site treatment of classified components
- Complete Site-Wide EIS and issue Record of Decision for the Nevada National Security Site

Moab

- Safely transport and dispose of 650K tons of Uranium Mill Tailings by September 30, 2013
- Continue groundwater cleanup
- Install permanent liners in all waste transport containers by September 30, 2013 thus substantially reducing lifecycle costs

Richland

- Complete the Hanford Site Wide Safety Standards with 15 programs operational, including completion of all of the phase I and II chronic beryllium disease prevention program actions
- Continue D&D of the Plutonium Finishing Plant, with removal of 50 pencil tanks and 18 gloveboxes
- Remediate 1.4 billion gallons of contaminated groundwater
- Complete remediation of Hanford's 618-10 burial ground trenches
- Develop improvement actions from Safeguard and Security Reviews/Y-12 lessons learned and implement those actions per approved schedule

LANL

- Safely package and ship 1,700 m³ of TRU waste, consistent with the Framework Agreement
- Bring infrastructure (i.e., box lines) into operation to allow for 24/7 packaging of TRU waste for shipment
- Submit approval of interim work plan on chromium in groundwater
- Submit work plan for buried TRU in accordance with Framework Agreement
- Resolve litigation on 2010 RCRA Permit

Portsmouth/Paducah

- Complete process to support issuance of ROD on CERCLA cell at Paducah
- Complete process to support issuance of ROD for process buildings at Portsmouth
- Achieve 100% efficiency in DUF6 processing lines by September 30, 2013

Office of River Protection

- Resolve issues with respect to the High Level Waste Facility sufficiently that plans can be completed and construction ramped up to planned level in FY14
- Complete re-plan and continue construction on Laboratory, Low Level Waste Facility, and Balance of Facilities accordingly
- Resolve technical issues with respect to the Pretreatment Facility or obtain agreement on scope and schedule to achieve resolution
- Define the path forward for the TRU waste tanks
- Meet existing commitments under the Consent Decree and Tri-Party Agreement, or make positive progress towards revising those commitments with our stakeholders

Waste Isolation Pilot Project

- Safely transport and dispose of 1,700 m³ of TRU from Los Alamos
- Utilize TRUPACT3 to safely transport and dispose of 1200 m³ from Savannah River Site
- Continue to safely transport and dispose of RH TRU from Argonne National Laboratory in support of reducing laboratory facility from Category 2 to Category 3
- Update long term strategy for WIPP

Savannah River

- Continue processing of sodium fuel at H Canyon
- Start processing of alternative feedstock in H Canyon (feed for MOX)
- Develop response to DNFSB recommendation on 235F facility
- Produce 200 canisters at Liquid Waste processing facility
- Complete construction of new concrete vaults