

## **Department of Energy**

Washington, DC 20585

June 24, 2009

Mr. Abrahm Lustgarten ProPublica 55 Broadway, 23rd Floor New York, NY 10006

Re: FOIA-2009-000309

Dear Mr. Lustgarten:

This is in further response to the request for information that you sent to the National Energy Technology Laboratory (NETL) of the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You asked for records that relate to the report "Modern Shale Gas in the United States: A Primer."

In a letter dated May 1, 2009, this office informed you that the Office of Fossil Energy at DOE Headquarters would conduct a search of its files for responsive records and provide you a response about the releasability of any documents located. We now have determined, however, that the NETL will provide an agency response for any responsive documents at both Headquarters and the NETL.

If you have questions about the processing of the request, please contact Ms. Ann Dunlap, FOIA Officer at the NETL, on (412) 386-6167. You may contact Ms. Joan Ogbazghi in this office on (202) 586-3595 with any questions about this letter.

I appreciate the opportunity to assist you with this matter.

Sincerely,

Alexander C. Morris

FOIA Officer

Office of Information Resources

cc: Ms. Ann Dunlap FOIA Officer, NETL

> Mr. Wayne Young Office of Fossil Energy



## **Department of Energy**

Washington, DC 20585

September 16, 2009

Mr. Abraham Lustgarten ProPublica 55 Broadway, 23<sup>rd</sup> FL New York, NY 10006

Re: FOIA-2009-000311

Dear Mr. Lustgarten:

This is the final response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. You asked for a copy of Secretary Chu's schedule from 1/20-5/01/09, and copies of correspondence including but not limited to emails, hand written notes, and conversations between Secretary Chu or his staff, and the staff of Ecana Oil and Gas, BP, Williams, Exxon, Chesapeake Energy, the Independent Petroleum Association of America, and the American Petroleum Institute, T. Boone Pickens, and Encana CEO Randy Ereman between 1-20-09 and 5-01-09.

Your request was sent to the Secretary's Scheduling Office for responsive documents. The Scheduling Office searched its records and enclosed is the Secretary's schedule. However, upon review, the Department has determined that certain information should be withheld pursuant to Exemptions 6 and 2 of the FOIA, 5 U.S.C. § 552 (b)(6) and (b)(2).

Exemption 6 is generally referred to as the "personal privacy" exemption; it provides that the disclosure requirements of FOIA do not apply to "personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy." In applying Exemption 6, DOE considered: 1) whether a significant privacy interest would be invaded; 2) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and 3) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy. The information withheld under Exemption 6 consists of names of potential job candidates, phone numbers, the address of a person's residence, an employee's birthday, personal e-mail addresses, and personal events that were listed on the Secretary's calendar. We have determined that the public interest in releasing this information in the document does not outweigh the overriding privacy interests in keeping this information confidential.

Exemption 2 of the FOIA exempts from mandatory disclosure records that are "related solely to the internal personnel rules and practices of an agency". It is unique among the FOIA exemptions in that the courts have interpreted this one statutory phrase to encompass two very different categories of information. The category that applies in this

case is categorized as "high 2" – internal matters, the disclosure of which would risk circumvention of a law. The information being withheld are phone numbers that the Department uses to conduct conference calls, other non-public phone numbers that are used in emergencies, and the names and titles of members of the Secretary's Security detail. The disclosure of this information could benefit someone who was attempting to violate the law.

This satisfies the standard set forth by the Attorney General on March 19, 2009, that the agency is justified in not releasing material that the agency reasonably foresees that disclosure would harm an interest protected by one of the statutory exemptions or disclosure is prohibited by law. This also satisfies DOE's regulations at 10 CFR 1004.1 to make records available which it is authorized to withhold under 5 U.S.C. § 552 when it determines that such disclosure is in the public interest. Accordingly, we will not make discretionary disclosure of this information.

Pursuant to 10 CFR 1004.7(b)(2), I am the individual responsible for the determination to withhold the information described above. The FOIA requires that "any reasonable segregable portion of a record shall be provided to any person requesting such record after deletion of the portions which are exempt." 5 U.S.C. §552(b). As a result, redacted versions of the Secretary's schedule are being released to you in accordance with 10 C.F.R. 1004.7(b)(3).

This decision may be appealed within 30 calendar days from your receipt of this letter pursuant to 10 C.F.R. 1004.8. Appeals should be addressed to Director, Office of Hearing and Appeals, HG-1, L'Enfant Plaza, U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington DC 20585-1615. The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. The appeal must contain all the elements required by 10 CFR Part 1004.8. Thereafter, judicial review will be available to you in the Federal district court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where the Department's records are situated, or (4) in the District of Columbia.

If you have further questions, please contact Ms. Cindy L. Cunningham at (202) 586-0317. I appreciate the opportunity to assist you with this matter.

Sincerely,

Carol A. Matthews Deputy Director

Office of the Executive Secretariat

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**Enclosures** 

4a. Enclosure: List of API Board of Directors – 3 pages, Released in its entirety

#### EXEC-2009-004407

- 5. Letter to Secretary Chu from T. Boone Pickens, PickensPlan.Com, dated March 12, 2009, Subject: Regarding their efforts to move toward the use of natural gas as an alternative fuel 2 pages, *Released in its entirety* 
  - 5a. Enclosure: Copy of the add being run by AT&T under the Pickens Plan

#### EXEC-2009-002891

6. Letter to Secretary Chu from Peter Sutherland and Tony Hayward, BP, dated February 25, 2009, Subject: Invites Secretary Chu to a reception to meet BP's Board of Directors on March 11, 2009 – 1 page, *Released in its entirety* 

### EXEC-2009-001749

- 7. Letter to Secretary Chu from Gary Forsee, dated January 27, 2009, Subject: Invites Secretary Chu to participate as a speaker at the 2009 Missouri Energy Summit on April 22-23, 2009, in Columbia, Missouri 2 Pages, Released in its entirety
- 8. Letter to Secretary Chu from Michael Brien, dated January 23, 2009, Subject: Request a Secretary Chu meet with Larnar McKay and Tony Hayward of BP on February 12, 2009 in Washington, DC



## SCHEDULE FOR SECRETARY CHU Wednesday, January 21, 2009

# SCHEDULE FOR SECRETARY CHU Thursday, January 22, 2009

8:15 AM DEPART RESIDENCE EN ROUTE DOE

8:30 AM Attendees: S1 Schedule; SCHU

8:30 AM GREET DOE EMPLOYEES

8:55 AM Main Lobby

Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

Attendees: S1 Schedule; Leistikow, Dan; West, Phil; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Attendees: S1 Schedule; O'Connor, Rod; Levin, Rebecca; SCHU

9:30 AM INTELLIGENCE BRIEFING

10:00 AM Room GA-293

Attendees: S1 Schedule; Morman, Laurie; SCHU

## SCHEDULE FOR SECRETARY CHU Thursday, January 22, 2009

### 10:30 AM SENIOR LEADERSHIP MEETING

11:00 AM 7E-069 Conference Room

Please phone Rebecca Levin (6-6210) if the dash-one's will be unable to attend or if we have omitted anyone.

Thank you.

Attendees: S1 Schedule; OConnor, Rod; Leistikow, Dan; Isakowitz, Steve; Pyke, Tom; Nolan, Betty; Whatley, Annie; Wells, Rita; Genovese, Natalie; Gruenspecht, Howard; Hoffman, Patricia; Byrd, Stacy (WAPA Liaison); Triay, Ines; Young, Loretta; Der, Victor; Vinson-Ball, Valerie; Fygi, Eric; Podonsky, Glenn; Parker, Diane; Marmolejos, Poli; Franklin, Rita; Friedman, Greg; Taylor, Diane; Geiser, David; Johns, Linda M.: George, Jonathan, Brig Gen, USAF; Khanna, Sue; Johnson, Shane; Barnette, Sharon; Shrier, Jonathan; Swinson, Wanda; Kouts, Christopher; Gibson, Kimberly; Dehmer, Patricia; Moody, Demetrice; Leistikow, Dan; Jones, Everlener; Nicoll, Eric; Dodd, Jack (WAPA Liaison); Dickerson, Katharine; Borgia, Stanley J.; Henderson, Robin; DAgostino, Thomas; Stewart, John M (NNSA); Baker, Ken (NNSA); Baskerville, Sonya; Strong, Tania; Dykes, Mackey; Jones, Everlener; (6)(6) ]; 'EMontoya' 'elgiel Tierney, Sue; 'stierney@analysisgroup.com'; Baskerville, Sonya; Moe, Darrick (SWPA Liaison); Kolb, Ingrid; Ostendorff, Bill; SCHU (Required); Levin, Rebecca; Morman, Laurie (Optional)

#### 11:00 AM DEPART DOE EN ROUTE SENATE DIRKSEN

11:30 AM BUILDING

Attendees: SCHU

#### 11:30 AM MEETING WITH SENATOR ROBERT BENNETT

12:00 PM Room 431, Senate Dirksen Building

Attendees: SCHU

#### 12:00 PM DEPART SENATE DIRKSEN BUILDING EN ROUTE

12:15 PM DOE

Attendees: SCHU

12:15 PM HOLD

· 1:00 PM Levin, Rebecca

Attendees: S1 Schedule; SCHU

# SCHEDULE FOR SECRETARY CHU Thursday, January 22, 2009

1:00 PM ALL HANDS MEETING

1:30 PM DOE Main Auditorium

Attendees: S1 Schedule; SCHU

1:30 PM CONFERENCE CALL WITH LAB DIRECTORS

2:00 PM Secretary's Office

Call In # Jeastern time (L)(2)

If you are unable to call in, please notify Rebecca Levin (202-586-6210).

Thank you.

Attendees: S1 Schedule; 'apalivisatos@lbl.gov'; Anastasio, Michael; Aronson, Samuel (BNL); Arvizu, Dan; Bauer, Carl; 'samit.bhattacharyya@srnl.doe.gov'; Drell, Persis; Goldston, Rob (PPPL); Grossenbacher, John (INL); Hunter, Tom (Sandia); King, Alex (AMES); Kluse, Michael (PNL); Mason, Thom (OR); Miller, George; Montgomery, Hugh; Oddone, Pier (FNAL); Rosner, Rob (ANL); SCHU (Required); Drell, Persis (Optional)

2:00 PM HR BRIEFING

2:30 PM Secretary's Office

Attendees: S1 Schedule; Bonilla, Sarah; SCHU

2:00 PM HOLD

3:00 PM Levin, Rebecca

Attendees: S1 Schedule; SCHU

3:00 PM DEPART DOE EN ROUTE AIRPORT

4:30 PM Levin, Rebecca

Attendees: S1 Schedule; SCHU

## SCHEDULE FOR SECRETARY CHU Friday, January 23, 2009

## Schedule for secretary CHU Saturday, January 24, 2009

# SUNDAY, January 25, 2009

## SCHEDULE FOR SECRETARY CHU Monday, January 26, 2009

9:15 AM DEPART RESIDENCE EN ROUTE THE WHITE HOUSE

9:30 AM

9:30 AM EO SIGNING

11:00 AM The White House

Attendees: S1 Schedule

11:00 AM DEPART THE WHITE HOUSE EN ROUTE DOE

11:15 AM

11:15 AM LOAN MEETING

12:00 PM Secretary's Conference Room

Attendees: Steve Isakowitz, Owen Barwell, Dave Frantz, Lach

Seward

Attendees: S1 Schedule; Isakowitz, Steve; Barwell, Owen;

Frantz, David; Seward, Lachlan

12:15 PM INTELLIGENCE BRIEFING

12:45 PM Secretary's Office

Attendees: S1 Schedule; Borgia, Stanley J.; DAgostino, Thomas;

Tierney, Sue

12:30 PM HOLD

1:00 PM Secretary's Office

Attendees: S1 Schedule

2:00 PM LEADERSHIP MEETING

3:00 PM Secretary's Office

Attendees: Kristina Johnson, Rod O'Connor

Attendees: S1 Schedule; OConnor, Rod

3:00 PM 2010 BUDGET MEETING

4:30 PM Secretary's Office

Attendees: Steve Isakowitz, Neile Miller

Attendees: S1 Schedule; Oconnor, Rod; Isakowitz, Steve;

Miller, Neile

4:30 PM PERSONNEL BRIEFING

5:00 PM Secretary's Office

Attendees: Sarah Bonilla, Toshia Brown

Attendees: S1 Schedule; Bonilla, Sarah; Brown, Toshia

## SCHEDULE FOR SECRETARY CHU Monday, January 26, 2009

5:00 PM HOLD

5:30 PM Secretary's Office

5:30 PM OFFICE TIME

6:00 PM Secretary's Office

Attendees: S1 Schedule

6:00 PM PHONE CALL FROM DR. GEORGINA KESSEL,

6:15 PM SECRETARY OF ENERGY OF MEXICO

Secretary's Office

Attendees: S1 Schedule

## SCHEDULE FOR SECRETARY CHU Tuesday, January 27, 2009

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Leistikow, Dan; West,

Phil; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM MEETING WITH UNDER SECRETARY TOM

10:30 AM D'AGOSTINO RE NONPROLIFERATION

Secretary's Conference Room

Attendees: Under Secretary Tom D'Agostino Attendees: S1 Schedule; DAgostino, Thomas

10:45 AM MEETING WITH SECURITY OPERATIONS

11:15 AM Secretary's Office

Attendees: Bob Lingan, James Toczko

Attendees: S1 Schedule; Lingan, Robert; Toczko, James

12:00 PM DEPART DOE EN ROUTE THE WHITE HOUSE

12:15 PM

12:30 PM HOLD

1:30 PM The White House

Attendees: S1 Schedule

1:30 PM DEPART THE WHITE HOUSE EN ROUTE DOE

1:45 PM

2:30 PM ORGANIZATION MEETING

4:30 PM Secretary's Office

Attendees: Steve Koonin, Kristina Johnson, Rod O'Connor

Call In # [ Juigh (b)(2)
Attendees: S1 Schedule; OConnor, Rod

4:30 PM HOLD

5:00 PM Secretary's Office

## SCHEDULE FOR SECRETARY CHU Tuesday, January 27, 2009

5:00 PM OFFICE TIME5:30 PM Secretary's Office

## SCHEDULE FOR SECRETARY CHU Wednesday, January 28, 2009

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Leistikow, Dan; West,

Phil; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM HOLD: OFFICE TIME

10:00 AM

10:00 AM MEETING WITH FORMER SECRETARY HAZEL

10:15 AM O'LEARY

Secretary's Office

Attendees: S1 Schedule

10:30 AM DR. MARTIN LUTHER KING, JR. COMMEMORATIVE

11:30 AM PROGRAM

DOE Main Auditorium

Attendees: S1 Schedule

11:30 AM MEETING WITH OFFICE OF ENERGY EFFICIENCY

12:30 PM AND RENEWABLE ENERGY

Secretary's Office

Attendees: Rita Wells, Steve Chalk

Attendees: S1 Schedule; Wells, Rita; Chalk, Steven

12:30 PM HOLD

1:00 PM Secretary's Office

Attendees: \$1 Schedule

1:00 PM PHONE CALLS

2:00 PM Secretary's Office

2:45 PM DEPART EN ROUTE WHITE HOUSE

3:00 PM Met by S-1 Detail

3:00 PM CABINET MEETING

4:30 PM The White House

Attendees: S1 Schedule

### <u>AÇTUAL</u>

## SCHEDULE FOR SECRETARY CHU Wednesday, January 28, 2009

4:30 PM DEPART EN ROUTE DOE

4:45 PM Met by S-1 Detail

4:45 PM HOLD

5:00 PM Secretary's Office

5:15 PM MEETING WITH STEVE ISAKOWITZ

5:30 PM Secretary's Office

Attendees: Isakowitz, Steve (Required); Ronneberg, Kristina;

Levin, Rebecca; OConnor, Rod (Optional)

5:45 PM PHONE CALL WITH AUSTRALIA MINISTER MARTIN

6:00 PM FERGUSON

(Resources and Energy)

Attendees: OConnor, Rod; Levin, Rebecca (Optional)

6:15 PM DEPART EN ROUTE OCCIDENTAL RESTAURANT

6:30 PM Met by S-1 Detail

6:30 PM PRIVATE DINNER

7:00 PM Occidental Restaurant

1475 Pennsylvania Avenue, Washington, DC, (202) 783-1475

Attendees: Dr. George Miller (LLNL Dir.), Michael Anastasio (LANL Dir.), former Secretary James Schlessinger, Tom D'Agostino, Vice Admiral Mauney (Dep STRATCOM), Dr. Keith Payne (former Asst. Secretary OSD), Don Cook (Atomic Weapons Establishment - AWE)

## SCHEDULE FOR SECRETARY CHU

Thursday, January 29, 2009

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Leistikow, Dan; West,

Phil; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM MEETING WITH ELECTRICITY DELIVERY AND

10:00 AM ENERGY RELIABILITY

Secretary's Office

Attendee: Pat Hoffman

Attendees: S1 Schedule; Hoffman, Patricia

10:30 AM MEETING WITH THE INSPECTOR GENERAL

11:00 AM Secretary's Office

Attendee: Greg Friedman

Attendees: S1 Schedule; Friedman, Greg (Required); OConnor, Rod; Levin, Rebecca; Cohn, Adam; Taylor, Diane (Optional)

11:00 AM MEETING WITH NUCLEAR ENERGY

11:30 AM Secretary's Office

Attendee: Shane Johnson

Attendees: S1 Schedule; Johnson, Shane (Required); Levin,

Rebecca; Cohn, Adam; Barnette, Sharon (Optional)

11:30 AM INTELLIGENCE BRIEFING

12:15 PM GA-293

Attendees: S1 Schedule; Borgia, Stanley J.; DAgostino, Thomas;

Tierney, Sue (Required); Morman, Laurie; Levin, Rebecca;

Cohn, Adam (Optional)

12:15 PM DEPART EN ROUTE WHITE HOUSE

12:30 PM Met by S-1 Detail

12:20 PM PHONE CALL WITH SENATOR BOXER

12:30 PM Topic: Department of Energy Advanced Technology Vehicles

Manufacturing Incentive Program

(POC): Kelly 202-224-1835

Attendees: OConnor, Rod; Levin, Rebecca (Optional)

# SCHEDULE FOR SECRETARY CHU Thursday, January 29, 2009

12:30 PM LUNCH AT WHITE HOUSE

1:30 PM

1:30 PM DEPART EN ROUTE DOE

1:45 PM Met by S-1 Detail

2:00 PM PHONE CALLS

3:30 PM Secretary's Office

2:00 PM PHONE CALL WITH CONGRESSMAN MIKE HONDA

2:15 PM POC: Yadira 202-225-2631

Attendees: OConnor, Rod; Levin, Rebecca (Optional)

3:30 PM ORGANIZATION MEETING

4:30 PM Secretary's Office

Attendees: Rod O'Connor, Sue Tierney

call in #:

Attendees: S1 Schedule; OConnor, Rod; Tierney, Sue; Levin,

Rebecca

4:30 PM HOLD

5:00 PM Secretary's Office

5:00 PM OFFICE TIME

5:30 PM Secretary's Office

5:30 PM MEETING WITH STEVE ISAKOWITZ

6:00 PM Secretatry's Office

Attendees: Isakowitz, Steve; Miller, Neile (Required);

Ronneberg, Kristina; Levin, Rebecca; OConnor, Rod; Cohn,

Adam (Optional)

## SCHEDULE FOR SECRETARY CHU Friday, January 30, 2009

#### 9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Leistikow, Dan; West, Phil; SCHU

### 9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Levin, Rebecca; SCHU

### 9:30 AM MEETING WITH JONATHAN SHRIER, OFFICE OF

### 10:00 AM POLICY AND INTERNATIONAL AFFAIRS

Secretary's Office

Attendees: Jonathan Shrier

Attendees: Shrier, Jonathan; Levin, Rebecca; Cohn, Adam

(Required); Swinson, Wanda (Optional)

## 10:15 AM MEETING WITH CHRISTOPHER KOUTS, OFFICE OF

### 10:45 AM CIVILIAN AND RADIOACTIVE WASTE

#### **MANAGEMENT**

Secretary's Office

Attendees: Christopher Kouts

Attendees: Kouts, Christopher; Levin, Rebecca; Cohn, Adam

(Required); Gibson, Kimberly (Optional)

### 11:00 AM MEETING WITH VIC DER, OFFICE OF FOSSIL

#### 11:30 AM ENERGY

Secretary's Office

Attendees: Der, Victor (Required); Levin, Rebecca; Cohn, Adam; Vinson-Ball, Valerie; Johnson-Tolbert, Audrey

(Optional)

## 11:45 AM MEETING WITH UNDER SECRETARY TOM

## 12:15 PM D'AGOSTINO RE: NNSA DEFENSE NUCLEAR SECURITY

Secretary's Office

Attendees: Tom D'Agostino and Brad Peterson

Attendees: DAgostino, Thomas; Peterson, Bradley; Levin, Rebecca; Cohn, Adam (Required); Johns, Linda M. (Optional)

## SCHEDULE FOR SECRETARY CHU Friday, January 30, 2009

12:45 PM PASSPORT PHOTOS

1:00 PM Secretary's Conference Room

Attendees: S1 Schedule; Levin, Rebecca; Dykes, Mackey; Cohn, Adam; Katz, David; Saavedra, Jerry; Tierney, Sue; SCHU

1:30 PM MEETING WITH JONATHAN CEDERBAUM

2:00 PM Secretary's Office

Attendees: Dykes, Mackey; OConnor, Rod; Levin, Rebecca (Optional)

2:00 PM OFFICE MEETING

2:30 PM Secretary's Office

Attendees: Tierney, Sue; OConnor, Rod; Katz, David; Levin, Rebecca

2:30 PM FY2010 FOLLOW-UP

3:00 PM Secretary's Office

Attendees: Isakowitz, Steve; Miller, Neile; Tierney, Sue; Cohn, Adam; OConnor, Rod; SCHU (Required); Ronneberg, Kristina; Levin, Rebecca (Optional)

3:00 PM PHONE CALL TO SENATOR MITCH MCCONNELL

3:10 PM Secretary's Office

Rebecca or Stephanie 202-224-8298

Attendees: S1 Schedule; Levin, Rebecca; OConnor, Rod

3:40 PM DEPART EN ROUTE NATIONAL GALLERY OF ART

4:00 PM Met by S-1 Detail

Attendees: S1 Schedule; Levin, Rebecca; SCHU

4:00 PM NATIONAL GALLERY OF ART

5:00 PM 4th and Constitution Avenue NW

Attendees: Tierney, Sue; Levin, Rebecca; Snyder, Marlene; Morman, Laurie

5:30 PM PHONE CALL WITH STEVEN LEER

5:45 PM CEO, Arch Coal (b) (6)

Attendees: Levin, Rebecca; SCHU

## SCHEDULE FOR SECRETARY CHU Saturday, January 31, 2009

6:00 PM PICK UP 6:10 PM Met S-1 Detail

Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU Sunday, February 1, 2009

## SCHEDULE FOR SECRETARY CHU Monday, February 2, 2009

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Leistikow, Dan; West,

Phil; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM SENIOR LEADERSHIP MEETING

10:30 AM 7E-069 Conference Room

Attendees: OConnor, Rod; Leistikow, Dan; Isakowitz, Steve; Pyke, Tom; Nolan, Betty; Whatley, Annie; Wells, Rita; Genovese, Natalie; Gruenspecht, Howard; Hoffman, Patricia; Byrd, Stacy (WAPA Liaison); Triay, Ines; Young, Loretta; Der, Victor; Vinson-Ball, Valerie; Fygi, Eric; Podonsky, Glenn; Parker, Diane; Marmolejos, Poli; Franklin, Rita; Friedman, Greg; Taylor, Diane; Geiser, David; Johns, Linda M.; George, Jonathan, Brig Gen, USAF; Khanna, Sue; Johnson, Shane; Barnette, Sharon; Shrier, Jonathan; Swinson, Wanda; Kouts, Christopher; Gibson, Kimberly; Dehmer, Patricia; Moody, Demetrice: Leistikow, Dan: Jones, Everlener: Nicoll, Eric; Dodd, Jack (WAPA Liaison); Dickerson, Katharine; Borgia, Stanley J.; Henderson, Robin; DAgostino, Thomas; Stewart, John M (NNSA); Baker, Ken (NNSA); Baskerville, Sonya; (6)(6) Strong, Tania; Dykes, Mackey; Jones, Everlener;

; 'EMontoya ;; Tierney, Sue; 'elgieh

Baskerville, Sonya; Moe, Darrick (SWPA Liaison); Kolb,

Ingrid; Ostendorff, Bill; Levin, Rebecca; Tierney, Sue; Rose,

Frances; Johnson-Tolbert, Audrey; SCHU

10:30 AM FY2010 FINAL APPEAL

11:00 AM Secretary's Office

Attendees: Isakowitz, Steve; Miller, Neile; OConnor, Rod; Tierney, Sue; Cohn, Adam; SCHU (Required); Levin, Rebecca; Ronneberg, Kristina (Optional)

# SCHEDULE FOR SECRETARY CHU Monday, February 2, 2009

J. J.

11:00 AM MEETING WITH PATRICIA DEHMER, OFFICE OF 11:30 AM SCIENCE

Secretary's Office

Attendees: Patricia Dehmer

Attendees: S1 Schedule; Dehmer, Patricia; Levin, Rebecca; Cohn, Adam; SCHU; SCHU (Required); Moody, Demetrice

(Optional)

11:30 AM MEETING WITH UNDER SECRETARY TOM

12:00 PM D'AGOSTINO RE: SPECIAL ACCESS PROGRAMS

Room GM-097

Attendees: Tom D'Agostino and Steve Aoki

Attendees: S1 Schedule; OConnor, Rod; DAgostino, Thomas; Aoki, Steven; SCHU (Required); Levin, Rebecca; Cohn, Adam;

Johns, Linda M.; McDonald, Diane (Optional)

12:10 PM DEPART EN ROUTE DEPARTMENT OF INTERIOR

12:30 PM Met by S-1 Detail

Attendees: SCHU

12:30 PM LUNCH AT THE DEPARTMENT OF INTERIOR

1:30 PM 1849 C Street NW

POC: Joan 202-208-5820

Security: Steve Hargrave

Attendees: SCHU

1:30 PM DEPART EN ROUTE DOE

1:45 PM Met by S-1 Detail

Attendees: SCHU

2:00 PM LOAN PROGRAM ISSUES

2:30 PM Secretary's Office

Attendees: Isakowitz, Steve; Seward, Lachlan; Frantz, David;

Barwell, Owen; OConnor, Rod; Cohn, Adam; SCHU

(Required); Levin, Rebecca; Ronneberg, Kristina (Optional)

(6)(6)

## SCHEDULE FOR SECRETARY CHU Monday, February 2, 2009

#### 2:30 PM PHONE CALL WITH REP. BOB INGLIS

2:45 PM Note: Rep. Inglis is a member of the House Science and Technology Committee, and ranking on its Energy and Environment Subcommittee, the primary Subcommittee handling DOE authorization legislation.

POC: Katie Banks (202) 225-6030 Attendees: SCHU (Required); OConnor, Rod; Levin, Rebecca (Optional)

### 3:15 PM DEPART EN ROUTE THE CAPITOL

3:30 PM Met by S-1 Detail Attendees: SCHU

## 3:30 PM MEETING WITH SENATOR BYRD

4:00 PM U.S. Capitol, Room S-124 Attendees: S1 Schedule; OConnor, Rod; SCHU

#### 4:00 PM DEPART EN ROUTE DOE

4:20 PM Met by S-1 Detail Attendees: SCHU

## 4:30 PM MEETING WITH SECRETARY TOM VILSACK -

#### 5:30 PM DEPARTMENT OF AGRICULTURE

Secretary's Office

Attending: Loan Guarantee team: Grant Leslie, David Lazarus,

Carole Jett

POC: Luke 202-720-3634

Attendees: Isakowitz, Steve; Barwell, Owen; Frantz, David; Seward, Lachlan; Tierney, Sue; OConnor, Rod; Levin, Rebecca; 'matt\_rogers@mckinsey.com'; SCHU (Required); Ronneberg, Kristina (Optional)

#### 6:00 PM PHONE CALL WITH PETER ORSZAG

6:30 PM Attendees: OConnor, Rod; Levin, Rebecca; SCHU

# SCHEDULE FOR SECRETARY CHU Monday, February 2, 2009

6:30 PM MEETING WITH 7:00 PM Secretary's Office

Attendees: OConnor, Rod; Dykes, Mackey; Levin, Rebecca;

SCHU

# SCHEDULE FOR SECRETARY CHU Tuesday, February 3, 2009

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Leistikow, Dan; West,

Phil; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM MEETING WITH NASEO AND ASERTTI

10:00 AM Secretary's Conference Room

National Association of State Energy Officials (NASEO)

Association of State Energy Research & Technology Transfer

Institutions (ASERTTI)

Attendees: OConnor, Rod; Levin, Rebecca; Leistikow, Dan;

Nolan, Betty

10:30 AM MEETING WITH ERIC FYGI, OFFICE OF THE

11:00 AM GENERAL COUNSEL

Secretary's Office

Attendees: Eric Fygi

Attendees: Fygi, Eric; Levin, Rebecca; Cohn, Adam; deForest,

Alicia (Required); Dickerson, Katharine (Optional)

11:00 AM INTELLIGENCE BRIEFING

11:45 AM Conference Room GA-293

Attendees: Borgia, Stanley J.; SCHU

12:00 PM OFFICE MEETING

1:00 PM Secretary's Office

M Rogers

Attendees: Levin, Rebecca; OConnor, Rod

1:00 PM FOIA AND RECORD MANAGEMENT BRIEFING

2:00 PM Secretary's Office

Attendees: Ingrid Kolb, Tom Pyke, Susan Beard

Attendees: S1 Schedule; Beard, Susan; OConnor, Rod; Kolb,

Ingrid; Pyke, Tom

### <u>ACTUAL</u>

# SCHEDULE FOR SECRETARY CHU Tuesday, February 3, 2009

#### 2:30 PM MEETING WITH THE EMBASSY OF THE CZECH

3:00 PM REPUBLIC

Secretary's Office

1st Deputy Minister, Mr. Jan Dusik

President of the EU Environment Council, Mr. Martin Bursik

Attendees: OConnor, Rod; Levin, Rebecca; Shrier, Jonathan

### 3:00 PM MEDIA INTERVIEW WITH JIM TANKERSLEY OF THE

3:30 PM CHICAGO TRIBUNE/LATIMES

Secretary's Office

Attendees: Leistikow, Dan; Levin, Rebecca; OConnor, Rod

#### 3:30 PM FY2010 BUDGET

5:30 PM Secretary's Conference Room

Set up call #

Attendees: Isakowitz, Steve; Miller, Neile; OConnor, Rod;

Levin, Rebecca; Tierney, Sue; Cohn, Adam;

Matt Rogers@mckinsey.com (Required); Ronneberg, Kristina

(Optional)

#### 5:45 PM PHONE CALL WITH JIM PRENTICE

6:15 PM Minister of the Environment, Canada

(will call us)

POC: Sonja Blondeau or Issac Breadner (819) 994-2932 Attendees: OConnor, Rod; Levin, Rebecca; Shrier, Jonathan

## 6:00 PM MEETING WITH MARK KASTNER

6:30 PM Secretary's Office

Attendees: OConnor, Rod; Levin, Rebecca

## SCHEDULE FOR SECRETARY CHU Wednesday, February 4, 2009

J (P)(P)

) high (b)(2)

9:15 AM SENATE DEMOCRATIC CAUCUS

10:15 AM Newseum

555 Pennsylvania Ave., N.W., Washington, DC 20001

POC: Chuck Cooper

Attendees: Levin, Rebecca

10:30 AM MEETING WITH UNDER SECRETARY TOM

11:15 AM D'AGOSTINO RE: NNSA NUCLEAR COUNTER-TERRORISM

Secretary's Office

Attendees: DAgostino, Thomas; Aoki, Steven; Krol, Joseph; Levin, Rebecca; Cohn, Adam (Required); Johns, Linda M.

(Optional)

11:30 AM PMA BRIEFING

12:30 PM Secretary's Office

NOTE: PLEASE PROVIDE BRIEFING MEMO TO JERRY

SAAVEDRA BY 3:00PM TODAY, THANKS.

Attendees:

Steve Wright, Sonya Baskerville - BPA Jon Worthington, Jack Dodd - WAPA

Darrick Moe - SWPA

via phone: (call in #

Tim Meek - WAPA

Ken Legg - SEPA

Attendees: S1 Schedule; OConnor, Rod; Baskerville, Sonya; Moe, Darrick (SWPA Liaison); Worthington, John (WAPA

Liaison); Worthington, Jon; Meeks, Timothy (WAPA); Legg,

Kenneth (Required); Saavedra, Jerry; Levin, Rebecca; Cohn,

Adam; Jones, Sheron (BPA) (Optional)

# SCHEDULE FOR SECRETARY CHU Wednesday, February 4, 2009

12:30 PM PHONE CALL FROM CONGRESSMAN JERRY

12:40 PM COSTELLO

Secretary's Office

Regarding: Science Committee matters

POC: Carl - 202-225-5661

Attendees: S1 Schedule; Nolan, Betty (Required); Levin,

Rebecca; Cohn, Adam; OConnor, Rod (Optional)

1:00 PM PERSONNEL MEETING

2:00 PM Secretary's Office

via phone: Kristina Johnson and Steve Koonin

Attendees: Tierney, Sue; OConnor, Rod; Dykes, Mackey; Levin,

] Aigh (b)(2)

Rebecca

2:45 PM DEPART EN ROUTE WHITE HOUSE

3:00 PM Met by S-1 Detail

Attendees: DAgostino, Thomas; Aoki, Steven

3:00 PM NSC BRIEFING W/ GENERAL JONES

3:30 PM White House West Wing

Attending: Tom D'Agostino and Steve Aoki

POC: Kim Mickus

Attendees: DAgostino, Thomas; Aoki, Steven

3:30 PM DEPART EN ROUTE DOE

3:45 PM Met by S-1 Detail

Attendees: DAgostino, Thomas; Aoki, Steven

4:00 PM CONFERENCE CALL WITH LAB DIRECTORS

4:30 PM Secretary's Office

Call in #

Attendees.

Mike Anastasio - LANL

George Miller - LLNL

John Grossenbacher - INL

John Hamre, CSIS

Attendees: OConnor, Rod; Levin, Rebecca

## SCHEDULE FOR SECRETARY CHU Wednesday, February 4, 2009

4:30 PM MEETING WITH PRESIDENT ROBERT ZIMMER, 5:00 PM UNIVERSITY OF CHICAGO Secretary's Office

Attendees: S1 Schedule; OConnor, Rod

5:00 PM MEETING WITH DON GIPS AND LISA OGDEN

5:30 PM Secretary's Office

Attendees: Levin, Rebecca

5:30 PM ORGANIZATION MEETING

6:00 PM Secretary's Office

Attendees: OConnor, Rod; Tierney, Sue; Levin, Rebecca

# SCHEDULE FOR SECRETARY CHU Thursday, February 5, 2009

	NATIONAL PRAYER BREAKFAST Washington Hilton Lead: Jerry Saavedra 1919 Connecticut Ave., NW ARRIVAL:
	Between 6:45-7:00am
	- Enter in main entrance lobby
	- down two escalators to Concourse Level
	- enter VIP Entrance with curtain
	*NO NEED FOR TICKET
	POC: David Boyd, Coordinating Office of Prayer Breakfast Cell: e-mail: (b) (6)
	Attendees: OConnor, Rod; Levin, Rebecca; SCHU
	DEPART EN ROUTE DOE Met by S-1 Detail Attendees: SCHU
10:00 AM 10:30 AM	PRESS BRIEFING Secretary's Office Attendees: OConnor, Rod; Leistikow, Dan; West, Phil; Levin, Rebecca; SCHU
11-15 AM	HOLD

12:30 PM Attendees: SCHU

# SCHEDULE FOR SECRETARY CHU Thursday, February 5, 2009

## 1:00 PM MEETING WITH INES TRIAY, OFFICE OF

#### 1:30 PM ENVIRONMENTAL MANAGEMENT

Secretary's Office

Lead: Ines Triay (6-5216)

Attendees: S1 Schedule; OConnor, Rod; Triay, Ines; SCHU (Required); Levin, Rebecca; Cohn, Adam; Young, Loretta

(Optional)

### 2:15 PM SCHEDULING MEETING FOR WEEK OF FEBRUARY

#### 2:45 PM 9TH

Secretary's Office

Lead: David Katz (6-0802)

Attendees: Tierney, Sue; Katz, David; OConnor, Rod; Levin,

Rebecca; Miller, Cheryl; SCHU

#### 3:00 PM MEETING WITH CATHY ZOI

3:30 PM Secretary's Office

Lead: Rod O'Connor

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

### 3:30 PM ETHICS BRIEFING

4:30 PM Secretary's Office

Lead: Susan Beard (6-3413)

Attendees: Susan Beard and Sue Wadel Attendees: Beard, Susan; Wadel, Sue; SCHU

#### 4:30 PM FY2010 BUDGET

6:00 PM Secretary's Office

Lead: Steve Isakowitz (6-4171)

Attendees: Isakowitz, Steve; Miller, Neile; OConnor, Rod; Cohn, Adam; Tierney, Sue; Levin, Rebecca; SCHU (Required);

Ronneberg, Kristina (Optional)

### 6:00 PM DEPART EN ROUTE MASSACHUSETTS AVE

6:30 PM Met by S-1 Detail

Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU Thursday, February 5, 2009

6:30 PM THE OPTICAL SOCIETY WINTER LEADERSHIP 8:30 PM CONFERENCE

> Anderson House ] (6)(6) Lead: Becca Levin Venue at Anderson House

2118 Massachusetts Ave, NW

POC: Laura Kolton, Gov. Relations Director, 202-416-1499; cell: (b)(6)

Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU Friday, February 6, 2009

8:45 AM PRESS BRIEFING

9:00 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Leistikow, Dan; West,

Phil; SCHU

9:00 AM PRESS INTERVIEWS

9:45 AM Secretary's Office

Attendees: OConnor, Rod; Leistikow, Dan; West, Phil; Levin,

Rebecca; SCHU

9:45 AM PRE-BRIEF FOR THE CHINESE AMBASSADOR

10:00 AM Secretary's Office

Attendees: OConnor, Rod; Levin, Rebecca; Yoshida, Phyllis;

Huangfu, Ehr-Ping; SCHU (Required); Swinson, Wanda;

Francis, Maria (Optional)

10:00 AM MEETING WITH CHINESE AMBASSADOR ZHOU

10:30 AM WENZHONG

Secretary's Office

Attendees: OConnor, Rod; Levin, Rebecca; Shrier, Jonathan;

3 (P)(P)

Yoshida, Phyllis; Huangfu, Ehr-Ping; SCHU

10:30 AM DEPART EN ROUTE WILLIAMSBURG, VA

1:30 PM Attendees: Cohn, Adam; SCHU

1:00 PM MEETING WITH

1:30 PM Secretary's Office

7 (3)(4)

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

#### SCHEDULE FOR SECRETARY CHU Friday, February 6, 2009

#### 2:00 PM HOUSE DEMOCRATIC CAUCUS

3:00 PM Williamsburg, VA

Democratic Issues Conference at Kingsmill (Catherine Tran - Policy Director, 202 225-7316 or Kimberly Jaworski at 202-225-1400)

Capitol Police Point of Contact: Chris Law 202-369-9447

Attendees: OConnor, Rod; Levin, Rebecca; SCHU (Required); Katz, David (Optional)

#### 3:15 PM PRESS CONFERENCE

3:45 PM 1010 Kingsmill Road, Williamsburg VA

Attending: Congressman Henry Waxman - Chairman of the House Energy and Commerce

Eagles Restaurant 1010 Kingsmill Road Williamsburg, VA 23185 757-253-1703

Attendees: OConnor, Rod; Levin, Rebecca; Leistikow, Dan; SCHU

3:45 PM DEPART EN ROUTE DOE

6:45 PM Attendees: SCHU

5:00 PM PHONE CALL WITH LISA RAITT

5:30 PM Minister of Natural Resources, Canada

(they will call us)

Attendees: OConnor, Rod; Levin, Rebecca; Shrier, Jonathan;

SCHU (Required); Swinson, Wanda (Optional)

## SCHEDULE FOR SECRETARY CHU Saturday, February 7, 2009

## SCHEDULE FOR SECRETARY CHU Sunday, February 8, 2009

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM MEETING WITH JOHN DENNISTON (KLEINER

10:00 AM PERKINS)

Secretary's Office

Staff Contact: Rod O'Connor

Attendees: OConnor, Rod; SCHU

10:00 AM SENIOR LEADERSHIP MEETING

11:00 AM 7E-069

Staff Contact: Becca Levin 6-6356

Attendees: OConnor, Rod; Leistikow, Dan; Isakowitz, Steve; Pyke, Tom; Nolan, Betty; Whatley, Annie; Wells, Rita; Genovese, Natalie; Gruenspecht, Howard; Hoffman, Patricia; Byrd, Stacy (WAPA Liaison); Triay, Ines; Young, Loretta; Der, Victor; Vinson-Ball, Valerie; Fygi, Eric; Podonsky, Glenn; Parker, Diane; Marmolejos, Poli; Franklin, Rita; Friedman, Greg; Taylor, Diane; Geiser, David; Johns, Linda M.; George,

Jonathan, Brig Gen, USAF; Khanna, Sue; Johnson, Shane;

Barnette, Sharon; Shrier, Jonathan; Swinson, Wanda; Kouts,

Christopher; Gibson, Kimberly; Dehmer, Patricia; Moody, Demetrice; Leistikow, Dan; Jones, Everlener; Nicoll, Eric;

Dodd, Jack (WAPA Liaison); Dickerson, Katharine; Borgia,

Stanley J.; Henderson, Robin; DAgostino, Thomas; Stewart,

John M (NNSA); Baker, Ken (NNSA); Baskerville, Sonya;

Strong, Tania; Dykes, Mackey; Jones, Everlener;

'elgieh'; 'EMontoya' Tierney, Sue;

Baskerville, Sonya; Moe, Darrick (SWPA Liaison); Kolb, Ingrid; Ostendorff, Bill; Levin, Rebecca; Tierney, Sue; Rose,

Frances; Johnson-Tolbert, Audrey; Chalk, Steven; SCHU;

Staton, Carl; S1 Schedule; Roberts, Lisa; James, Sarita; Owens,

Missy; Rogers, Matt; Gage, Peter

(3/17/2009, 6:12:08 PM)

11:00 AM PHONE CALL COMMISSIONER PIEBALGS

11:30 AM Staff Contact: Tom Cutler (6-6156)

POC: 011-32-2-298-0507

Attendees: OConnor, Rod; Levin, Rebecca; Shrier, Jonathan; SCHU (Required); Yoshida, Phyllis; Cutler, Thomas (Optional)

11:30 AM MEETING WITH GOVERNOR TED STRICKLAND (OH)

12:00 PM Secretary's Office

Staff Contact: Rod O'Connor, Adam Cohen, Ines Triav Attendees: OConnor, Rod; Cohen, Adam; Triay, Ines; Young,

Loretta; SCHU

1:00 PM PERSONNEL MEETING

2:00 PM Secretary's Office

Attending: Sue Tierney, Rod O'Connor, Mackey Dykes,

Rebecca Levin

Phone: Kristina Johnson, Steve Koonin

(b)(6)Call in #

Attendees: Tierney, Sue; OConnor, Rod; Dykes, Mackey; Levin, Rebecca; 'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu'; **SCHU** 

3:00 PM PHONE CALL WITH WILLIAM PERRY (b) (6

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

3:30 PM MEETING WITH GLENN PODONSKY, OFFICE OF

4:15 PM HEALTH, SAFETY, AND SECURITY

Secretary's Office

Staff Contact: Glenn Podonsky (3-3337)

Attendees: Podonsky, Glenn; Levin, Rebecca; Cohn, Adam;

OConnor, Rod; SCHU

# SCHEDULE FOR SECRETARY CHU Monday, February 9, 2009

4:30 PM PHONE CALL WITH SECRETARY GEITHNER

5:00 PM (TREASURY)

Scheduler: Julie (202) 622-3101

POC for phone call Cheryl or Tanshel (202) 622-1100 Attendees: OConnor, Rod; Levin, Rebecca; SCHU

4:30 PM DEPART RAYBURN OFFICE BUILDING EN ROUTE

4:40 PM DOE

5:00 PM CALL WITH JOHN HOLDREN, WH SCIENCE ADVISOR

5:30 PM Secretary's Office

Mr. Holdren will place call

Attendees: OConnor, Rod; Levin, Rebecca; Cohn, Adam; SCHU

## SCHEDULE FOR SECRETARY CHU

Tuesday, February 10, 2009

8:45 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM MEETING WITH SECRETARY SALAZAR

10:30 AM Secretary's Office

At Secretary Salazar's request.

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

10:45 AM OFFICE MEETING (100 DAY PLAN)

11:30 AM Secretary's Office

Attending: Sue Tierney, Rod O'Connor, Mackey Dykes,

Rebecca Levin, Adam Cohen, Dan Leistikow, Lindsay Scola,

Kristina Johnson, Steve Koonin

Attendees: Tierney, Sue; OConnor, Rod; Dykes, Mackey; Levin,

Rebecca; Cohen, Adam; Leistikow, Dan;

'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; Scola,

Lindsay; Katz, David; Saavedra, Jerry; SCHU; Dredd, Travis

11:30 AM MEETING ON CYBER SECURITY

12:15 PM GA-293

Lead: Tom Pyke (6-0166)

Attendees: S1 Schedule; Pyke, Tom; Borgia, Stanley J.;

OConnor, Rod; Tierney, Sue; Staton, Carl; SCHU; SCHU

(Required); Avent, Marcia; Harris, Shandra D.; Johnson, Sandra

A.; Levin, Rebecca (Optional)

12:45 PM HOLD-LUNCH

1:15 PM Attendees: SCHU

2:00 PM STIMULUS 2010

3:30 PM Secretary's Office

Staff Contact: Steve Isakowitz, Jay Hoffman, Pat Dehmer, Ines

Triay, Rita Wells

Attending: Kristina Johnson, Steven Koonin, Jay Hoffman

Call #: [ ] ( ) ( ) ( ) Attendees: OConnor, Rod; Levm, Rebecca; Isakowitz, Steve;

Tierney, Sue; 'kristina.johnson@jhu.edu';

'steve.koonin@uk.bp.com'; SCHU

3:30 PM MEETING WITH SECRETARY DONALD WINTER

4:00 PM Secretary's Office

Attendees: OConnor, Rod; SCHU

4:00 PM MEETING WITH DAVID SANDELOW

4:45 PM Secretary's Office

Contact Information: David Sandelow

O: (202) 797-6056

Staff: Contact: Rod O'Connor

Attendees: OConnor, Rod; SCHU

4:45 PM OFFICE TIME

5:30 PM Secretary's Office

5:00pm Paul Liao

Attendees: SCHU

5:30 PM CALL WITH SENATOR KERRY

5:45 PM Secretary's Office

Senator Kerry will place call.

Attendees: Levin, Rebecca; OConnor, Rod; Tierney, Sue

7:30 PM HOLD

9:00 PM (personal dinner)

Attendees: SCHU

#### SCHEDULE FOR SECRETARY CHU Wednesday, February 11, 2009

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM MEETING WITH THOMAS HELLER

9:45 AM Secretary's Office

Staff Lead: Matt Rogers Attending: Dickon Pinner

Attendees: 'Matt Rogers@mckinsey.com'; SCHU

9:50 AM DEPART DOE EN ROUTE HART SENATE BUILDING

10:00 AM Attendees: SCHU

10:00 AM MEETING WITH SENATORS JEFF BINGAMAN (NEW

11:15 AM MEXICO), SENATOR LISA MURKOWSKI (ALASKA)

Senators Bingaman's Office (703 HART Senate Building)

Attendees: OConnor, Rod; Tierney, Sue; SCHU

11:15 AM DEPART HART SENATE BUILDING EN ROUTE DOE

11:25 AM Attendees: SCHU

11:30 AM PERSONNEL MEETING

12:30 PM Secretary's Office

Attending: Sue Tierney, Rod O'Connor, Mackey Dykes,

Rebecca Levin

Phone: Kristina Johnson, Steve Koonin

Call in # Attendees: Tierney, Sue; OConnor, Rod; Dykes, Mackey; Levin,

Rebecca; 'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu';

**SCHU** 

#### SCHEDULE FOR SECRETARY CHU Wednesday, February 11, 2009

12:45 PM HOLD FOR LUNCH

1:15 PM Attendees: SCHU

1:15 PM MEETING WITH ANNIE WHATLEY, OFFICE OF

2:00 PM ECONOMIC IMPACT AND DIVERSITY

Secretary's Office

Attendees: Whatley, Annie; OConnor, Rod; Levin, Rebecca; Cohn, Adam; SCHU (Required); Reed, Linda (Optional)

2:00 PM MEETING WITH RITA FRANKLIN, OFFICE OF

2:45 PM HUMAN CAPITAL

Secretary's Office

Attendees: Franklin, Rita; OConnor, Rod; Levin, Rebecca;

Cohn, Adam; Bonilla, Sarah; SCHU

3:00 PM INTERVIEW WITH MATTHEW WALD AND JOHN

3:30 PM BRODER FROM THE NEW YORK TIMES

Secretary's Office

Attendees: Leistikow, Dan; OConnor, Rod; SCHU

3:30 PM MEETING WITH NATHAN BARR

4:00 PM Secretary's Office

Attendees: Leistikow, Dan; SCHU

4:00 PM ENERGY COMMUNITIES ALLIANCE GROUP

4:45 PM Secretary's Conference Room

POC: Nithin Akuthota (b) (6)

Attendees: OConnor, Rod; Levin, Rebecca; SCHU-

4:45 PM PRE BRIEF FOR MEETING WITH ALGERIAN

5:15 PM MINISTER OF ENERGY AND MINING, CHAKIB

KHELIL

Secretary's Office

Attendees: Levin, Rebecca; OConnor, Rod; Leistikow, Dan;

Hegburg, Alan; SCHU

## 9:15 AM DEPART FROM RESIDENCE EN ROUTE WHITE HOUSE

9:25am arrive at White House Met by Military Officer and escort to East Wing Exec Briefing

Rm. (EBR)
POC: CDR David Hallisey, (202)757-1450

Attendees: OConnor, Rod; SCHU

#### 9:30 AM PRESIDENTIAL SUCCESSOR BRIEFING

10:10 AM White House - East Wing Executive Briefing Room Secretary's role as Presidential successor of what to expect in event of emergency.

#### NOTES:

~ Please arrive at the West Wing awning entrance at 9:25, will be met by a WHMO member and escorted to the EBR ~ Bring one staffer (typically the COS)

POC:

CDR David Hallisey, USN
Policy, Plans, and Requirements
White House Military Office
(o): 202-757-1450
(c): (b) (6)
ddhallisey@whmo.mil

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

#### 10:30 AM WHITE HOUSE DOMESTIC POLICY COUNCIL

11:30 AM M Barnes Office - 2nd Floor West Wing

White House Domestic Policy:

- \* Melody Barnes, Director
- \* Heather Higginbottom, Dep Director

POC: Lauren Dunn @ 202-456-1261, ldunn@who.eop.gov

Attendees: SCHU

11:30 AM NSC MEETING

12:30 PM White House Situation Room

Attendees: General Jones, Secretary Clinton, Secretary Gates,

Adam Blair, Adam Mullin

Contact Sarah Fransworth: (202) 456-9491

Attendees: OConnor, Rod; Cohn, Adam; SCHU

12:30 PM DEPART FROM WHITE HOUSE EN ROUTE DOE

12:40 PM Attendees: OConnor, Rod; SCHU

12:40 PM HOLD: LUNCH

1:00 PM Attendees: SCHU

1:00 PM MEETING WITH THE ALGERIAN MINISTER OF

1:30 PM ENERGY AND MINING, CHAKIB KHELIL

Secretary's Office

Staff Contact: Rod O'Connor

Need Photog Need Clearance

Meeting Contact: Jessica Patterson, Algerian Desk State (202)

647-4371

Attending: Minister Chakib Khelil, Algerian Ambassador Abdallah Baali, and Algerian Embassy Economic Counselor

Amor Nediai

Attendees: OConnor, Rod; SCHU

### 1:30 PM INTELLIGENCE AND COUNTERINTELLIGENCE

2:00 PM BRIEFING

Secretary's Office

Attendees: Cohn, Adam; OConnor, Rod; Borgia, Stanley J.; Vaden, Elizabeth; Frey, Susan L.; Harris, Shandra D.; Johnson, Sandra; Goodale, Alex C.; Spittal, Wendy; Scott, Keiana N.; Creque, Terry R.; Manternach, Jamison; Day, Chris; Priniotakis, Manolis R.; Parker, Helen; Otha, Lailoni A; Nousen, Douglas L.; Donner, Michael A; Burch, Linda C.; Menold, Ronald E; Fedarcyk, Michael R.; Clay, Renee; Howard, Ana C; Dezorzi-O'Leary, Renae; Teribury, Michael J.; Johnson, Deborah K.; Duval, Rose I.; Dumaine, Carol A.; Schiller, Mika; Hutton, Mike; Falkowski, Deanna M.; Williams, Steven C; SCHU

### SCHEDULE FOR SECRETARY CHU

Thursday, February 12, 2009

J (b)(6)

2:00 PM CALL WITH SECRETARY GEITHNER

2:15 PM Attendees: Levin, Rebecca; OConnor, Rod; SCHU

2:30 PM MEETING WITH

3:00 PM Setretary's Office

Attendees: SCHU

3:00 PM MEETING WITH

3:30 PM Secretary's Office

Attendees: Dykes, Mackey; SCHU

3:30 PM OFFICE TIME

3:50 PM

3:50 PM DEPART DOE EN ROUTE RAYBURN OFFICE

4:00 PM BUILDING

Attendees: OConnor, Rod; Nolan, Betty; SCHU

4:00 PM MEETING WITH CHAIRMAN BART GORDON, HOUSE

4:30 PM SCIENCE AND TECHNOLOGY COMMITTEE

Rayburn 2306

Staff Lead: Betty Nolan

Attendees: Nolan, Betty; OConnor, Rod; Levin, Rebecca; SCHU

4:30 PM DEPART RAYBURN OFFICE BUILDING EN ROUTE

4:40 PM DOE

Attendees: OConnor, Rod; Nolan, Betty; SCHU

5:45 PM DEPART EN ROUTE WHITE HOUSE

6:00 PM Met by S-1 Detail

Attendees: SCHU

6:00 PM NSC MEETING

6:45 PM Larry Summer's office, 2nd floor, West Wing

Attendees: Larry Summers, Carol Browner, John Holdren, Todd

Stern, Tom Donolan

Topic: China and Energy Issues

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

# SCHEDULE FOR SECRETARY CHU Thursday, February 12, 2009

6:45 PM MEETING WITH PETER ORSZAG

7:15 PM EEOB 252

202-395-4840

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

7:15 PM DEPART EN ROUTE RESIDENCE

7:30 PM Met by S-1 Detail

Attendees: SCHU

8:45 AM DEPART RESIDENCE EN ROUTE DOE

8:55 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

Staff: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

10:00 AM FY2010 BUDGET APPEALS

12:00 PM Secretary's Office

Staff: Rod Oconnor, Adam Cohn, Steve Isakowitz, and Neile

Miller

Attendees: Isakowitz, Steve; Levin, Rebecca; Tierney, Sue; OConnor, Rod; Ronneberg, Kristina; Cohn, Adam; SCHU

10:00 AM FY2010 BUDGET APPEALS- OVERVIEW

10:20 AM Secretary's Office

Attending:

Steve Koonin

Kristina Johnson

Rod OConnor

Steve Isakowitz

Neile Miller

Robert Nassif

Adam Cohn

Attendees: Ronneberg, Kristina; Isakowitz, Steve;

'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com';

OConnor, Rod; Cohn, Adam; Miller, Neile; SCHU; Tierney,

Sue; Nassif, Robert

10:20 AM FY2010 BUDGET APPEALS- EE

10:50 AM Secretary's Office

Attendees: Ronneberg, Kristina; Isakowitz, Steve; 'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; OConnor, Rod; Cohn, Adam; Miller, Neile; Chalk, Steven;

SCHU; Wells, Rita; Nassif, Robert; Tierney, Sue

10:50 AM FY2010 BUDGET APPEALS-OE

11:00 AM Secretary's Office

Attendees: Ronneberg, Kristina; Isakowitz, Steve; 'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; OConnor, Rod; Cohn, Adam; Miller, Neile; Hoffman, Patricia; SCHU; Nassif, Robert; Tierney, Sue

11:00 AM FY2010 BUDGET APPEALS-FE

11:20 AM Secretary's Office

Attendees: Ronneberg, Kristina; Isakowitz, Steve; 'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; OConnor, Rod; Cohn, Adam; Miller, Neile; Der, Victor; SCHU; Nassif, Robert; Tierney, Sue

11:20 AM FY2010 BUDGET APPEALS- NE

11:40 AM Secretary's Office

Attendees: Ronneberg, Kristina; Isakowitz, Steve; 'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; OConnor, Rod; Cohn, Adam; Miller, Neile; Johnson, Shane; SCHU; Nassif, Robert; Tierney, Sue

11:40 AM FY2010 BUDGET APPEALS-RW

12:00 PM Secretary's Office

Attendees: Ronneberg, Kristina; Isakowitz, Steve; 'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; OConnor, Rod; Cohn, Adam; Miller, Neile; Kouts, Christopher; SCHU; Nassif, Robert; Tierney, Sue

12:00 PM HOLD: LUNCH 12:30 PM Attendees: SCHU

12:30 PM OFFICE TIME 1:00 PM Attendees: SCHU

1:00 PM BUDGET MEETING

3:00 PM Secretary's Office

Staff: Rod Oconnor, Adam Cohn, Steve Isakowitz, and Neile

Miller

Attendees: Isakowitz, Steve; Levin, Rebecca; Tierney, Sue; OConnor, Rod; Ronneberg, Kristina; Cohn, Adam; SCHU

1:00 PM FY2010 BUDGET APPEALS-NNSA

1:30 PM Secretary's Office

Attendees: Ronneberg, Kristina; Isakowitz, Steve; 'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; OConnor, Rod; Cohn, Adam; Miller, Neile; DAgostino, Thomas; SCHU; Tierney, Sue; Nassif, Robert

1:30 PM FY2010 BUDGET APPEALS-EM

1:50 PM Secretary's Office

Attendees: Ronneberg, Kristina; Isakowitz, Steve; 'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; OConnor, Rod; Cohn, Adam; Miller, Neile; Triay, Ines; SCHU; Nassif, Robert; Tierney, Sue

1:50 PM FY2010 BUDGET APPEALS- CIO, MA, HR, GC, PI, HHS,

2:30 PM EI

Secretary's Office

Attendees: Ronneberg, Kristina; Isakowitz, Steve; 'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; OConnor, Rod; Cohn, Adam; Miller, Neile; Nassif, Robert; Pyke, Tom; Kolb, Ingrid; Franklin, Rita; Fygi, Eric; Shrier, Jonathan; Podonsky, Glenn; Gruenspecht, Howard; SCHU

2:30 PM FY2010 BUDGET APPEALS-FINAL

3:00 PM Secretary's Office

Attending:

Steve Koonin

Kristina Johnson

Rod OConnor

Steve Isakowitz

Neile Miller

Robert Nassif

Adam Cohn

Attendees: Ronneberg, Kristina; Isakowitz, Steve;

'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com';

OConnor, Rod; Cohn, Adam; Miller, Neile; Nassif, Robert;

**SCHU** 

3:00 PM MEETING WITH INGRID KOLB

3:15 PM Secretary's Office

Attendees: Kolb, Ingrid; OConnor, Rod; Levin, Rebecca; SCHU

3:15 PM PRE BRIEFING MEETING WITH JAPANESE ATOMIC

3:30 PM ENERGY COMMISSION CHAIRMAN KONDO

Secretary's Office

Staff: Tom Cutler, Shane Johnson

Attendees: Yoshida, Phyllis; Thompson, Kay; Boudreau, Robert;

McGinnis, Edward; Cutler, Thomas; Cohn, Adam; Levin,

Rebecca; Johnson, Shane; SCHU

3:30 PM MEETING WITH JAPANESE ATOMIC ENERGY

4:15 PM COMMISSION CHAIRMAN KONDO

Secretary's Office

Staff: Rod Oconnor

Attendees:

1. Chairman Kondo

2.Mitsu Ueda

Attendees: OConnor, Rod; Duncan, Aleshia; Cutler, Thomas; Levin, Rebecca; Cohn, Adam; McCollough, James; SCHU

### SCHEDULE FOR SECRETARY CHU

Friday, February 13, 2009

4:15 PM PHONE CALL WITH SENATOR KERRY

4:30 PM (they will call here)

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

4:30 PM MEETING WITH DAVID AXELROD

5:30 PM Secretary's Office

Staff: Rod OConnor

Attending: David Axelrod

Attendees: OConnor, Rod; Leistikow, Dan; SCHU

## SCHEDULE FOR SECRETARY CHU Saturday, February 14, 2009

## SCHEDULE FOR SECRETARY CHU Sunday, February 15, 2009

### SCHEDULE FOR SECRETARY CHU Monday, February 16, 2009

#### 8:45 AM DEPART RESIDENCE EN ROUTE DOE

8:55 AM Attendees: SCHU; Chase, Keith

#### 9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

#### 9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

#### 9:30 AM INTELLIGENCE AND COUNTERINTELLIGENCE

#### 10:00 AM BRIEFING

Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Cohn, Adam; Borgia, Stanley J.; Vaden, Elizabeth; Frey, Susan L.; Harris, Shandra D.; Johnson, Sandra; Goodale, Alex C.; Spittal, Wendy; Scott, Keiana N.; Creque, Terry R.; Manternach, Jamison; Day, Chris; Priniotakis, Manolis R.; Parker, Helen; Otha, Lailoni A; Nousen, Douglas L.; Donner, Michael A; Burch, Linda C.; Menold, Ronald E; Fedarcyk, Michael R.; Clay, Renee; Howard, Ana C; Dezorzi-O'Leary, Renae; Teribury, Michael J.; Johnson, Deborah K.; Duval, Rose I.; Dumaine, Carol A.; Schiller, Mika; Hutton, Mike; Falkowski, Deanna M.; Williams, Steven C; Clay, Renee; SCHU

#### 10:00 AM SENIOR LEADERSHIP MEETING

11:00 AM 7E-069

Staff Contact: Becca Levin 6-6356

Attendees: OConnor, Rod; Leistikow, Dan; Isakowitz, Steve; Pyke, Tom; Nolan, Betty; Whatley, Annie; Wells, Rita; Genovese, Natalie; Gruenspecht, Howard; Hoffman, Patricia; Byrd, Stacy (WAPA Liaison); Triay, Ines; Young, Loretta; Der, Victor; Vinson-Ball, Valerie; Fygi, Eric; Podonsky, Glenn; Parker, Diane; Marmolejos, Poli; Franklin, Rita; Friedman, Greg; Taylor, Diane; Geiser, David; Johns, Linda M.; George, Jonathan, Brig Gen, USAF; Khanna, Sue; Johnson, Shane; Barnette, Sharon; Shrier, Jonathan; Swinson, Wanda; Kouts, Christopher; Gibson, Kimberly; Dehmer, Patricia; Moody, Demetrice; Leistikow, Dan; Jones, Everlener; Nicoll, Eric; Dodd, Jack (WAPA Liaison); Dickerson, Katharine; Borgia, Stanley J.; Henderson, Robin; DAgostino, Thomas; Stewart, John M (NNSA); Baker, Ken (NNSA); Baskerville, Sonya; Strong, Tania; Dykes, Mackey; Jones, Everlener; (b)(6) : Tierney, Sue: 'elgieh : 'EMontova

Baskerville, Sonya; Moe, Darrick (SWPA Liaison); Kolb, Ingrid; Ostendorff, Bill; Levin, Rebecca; Tierney, Sue; Rose, Frances; Johnson-Tolbert, Audrey; Chalk, Steven; Staton, Carl; Dredd, Travis; SCHU; S1 Schedule; James, Sarita; Owens, Missy; Rogers, Matt; Gage, Peter (Required); Roberts, Lisa (Optional)

11:00 AM VIDEO TAPING

12:00 PM GE-098

Location: DoE Studio

Staff: Dan Leistikow, Lindsay Scola

Formatt:

- YOU will be recording remarks for the Chinese Energy Forum

February 26, 2009

Attendees: Reynolds, Tom; Leistikow, Dan; Edwards, Tiffany;

**SCHU** 

12:00 PM LUNCH WITH SECRETARY SHAUN DONOVAN - HUD

1:00 PM Secretary's Office

Attending: Secretary Shaun Donovan

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

1:00 PM CALL WITH CONGRESSWOMAN ELLEN TAUSCHER

1:15 PM Secretary's Office

We will place call, (202) 225-1880

Attendees: Levin, Rebecca; Nolan, Betty; SCHU

1:15 PM MEETING WITH INGRID KOLB, OFFICE OF

2:00 PM MANAGEMENT

Secretary's Office

Attendees: Ingrid Kolb

Attendees: S1 Schedule; Kolb, Ingrid; Morman, Laurie; Levin, Rebecca; Cohn, Adam; SCHU (Required); Henderson, Robin

(Optional)

2:15 PM BREIFING FOR NARUC REMARKS

2:45 PM Secretary's Office

Staff: Dan Leistikow, Stephanie Mueller

Attendees: Mueller, Stephanie; Leistikow, Dan; SCHU

2:45 PM MEETING WITH FORMER CONGRESSMAN ROBERT

3:05 PM WALKER

Secretary's Office

Staff: Rod O'Connor

Attendees:

Former Congressman Robert Walker

Attendees: OConnor, Rod; SCHU

3:05 PM FY2010 BUDGET APPEALS- CONTINUED

3:30 PM Secretary's Office

Attendees: Borgia, Stanley J.; Goodale, Alex C.; Teribury, Michael J.; Miller, Neile; Isakowitz, Steve; OConnor, Rod;

Tierney, Sue; SCHU

3:30 PM BUDGET MEETING

7:30 PM Secretary's Office

Attendees: Tierney, Sue; 'steve.koonin@uk.bp.com';

'kristina.johnson@jhu.edu'; Levin, Rebecca; OConnor, Rod; Isakowitz, Steve; Miller, Neile; 'Matt Rogers@mckinsey.com';

SCHU

### SCHEDULE FOR SECRETARY CHU Wednesday, February 18, 2009

8:15 AM DEPART FROM RESIDENCE EN ROUTE

8:20 AM RENAISSANCE HOTEL

Attendees: SCHU

8:20 AM HOLD

8:25 AM Congressional Room A

Location: Congressional Room A

Press: Closed
Attendees: SCHU

#### SCHEDULE FOR SECRETARY CHU Wednesday, February 18, 2009

#### 8:30 AM DELIVER REMARKS NARUC (NATIONAL 8:50 AM ASSOCIATION OF REGULATORY UTILITY **COMMISSIONERS) FORUM**

Renaissance Hotel, 999 Ninth St. NW, Washington DC-Ballroom South

Location: Ballroom South, Renaissance Hotel, 999 Ninth St.

NW, Washington DC\_

7 (6)(6) Staff: Lindsay Scola

Set-up: Seated Conference, 700 seats, YOU will be standing on a riser with a podium in front of the room, there will be a large viewing screen to your left for the audience to see your power point slides, Patt Hoffman will be seated to your right during your remarks.

Press: Open Attire: Business

Format:

- -YOU will from the left hand side of the stage
- -YOU will be introduced by Acting Assistant Secretary Pat Hoffman
- -YOU will walk to stage
- -YOU will speak for 20 minutes
- -YOU will depart to your left

] (7)(9) Program POC: Michelle Malloy (NARUC)

Attendees: West, Phil; OConnor, Rod; Tierney, Sue; Levin,

Rebecca; Leistikow, Dan; Reynolds, Tom; SCHU

#### SCHEDULE FOR SECRETARY CHU Wednesday, February 18, 2009

8:55 AM MEETING WITH NARUC LEADERSHIP

9:10 AM Congressional Room A

Location: Congressional Room A Staff: Rebecca Levin, Lindsay Scola

Press: Closed

Set-up: Table with 12 chairs

Attendees:

Fred Butler, NARUC President, New Jersey
David Coen, NARUC 1st Vice President, Vermont
Tony Clark, NARUC 2nd Vice President, North Dakota
Garry Brown, New York
Pat Oshie, Washington
David Wright, South Carolina
Marsha Smith, Idaho
Charles Box, Illinois
Susan Parker, Alabama

Brian O'Connell, Director of Nuclear Waste Program

Charles Gray, NARUC Executive Director

Attendees: Levin, Rebecca; SCHU

9:15 AM POSSIBLE PRESS TIME

9:45 AM Attendees: Leistikow, Dan; SCHU

9:50 AM DEPART FROM RENAISSANCE HOTEL EN ROUTE

10:00 AM DOE

Attendees: SCHU

10:15 AM MORNING BRIEFING

10:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

10:30 AM PRESS BRIEFING

10:45 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

#### <u>ACTUAL</u>

### SCHEDULE FOR SECRETARY CHU

Wednesday, February 18, 2009

#### 11:00 AM SECURITY BRIEFING WITH SECRETARY OF ENERGY

11:30 AM PROTECTIVE DETAIL

Secretary's Office

Staff: Robert Lingen, James Toczko

Attendees: OConnor, Rod; Toczko, James; Lingan, Robert;

**SCHU** 

#### 11:45 AM NATIONAL CLEAN ENERGY SUMMIT

12:30 PM TELECONFERENCE

Secretary's Office

Staff: Dan Leistikow, Stephanie Mueller

Format:

11:45-12:00 pm- Dan and Stephanie will brief you

12:00- 12:30 pm- Press Call

National Clean Energy Summit Teleconference

Speaker Dial-In Number (877) 245-7388

Conference Id: 85896209

Attendees: Mueller, Stephanie; Leistikow, Dan; Wilkinson,

Deidre (HQ); SCHU

#### 12:30 PM PERSONNEL MEETING

1:30 PM Secretary's Office

Attending: Sue Tierney, Rod O'Connor, Mackey Dykes,

Rebecca Levin, Kristina Johnson, Steve Koonin

Attendees: Tierney, Sue; OConnor, Rod; Dykes, Mackey; Levin,

Rebecca; 'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu';

**SCHU** 

1:30 PM DEPART FROM DOE EN ROUTE EEOB

1:45 PM Attendees: SCHU

#### SCHEDULE FOR SECRETARY CHU Wednesday, February 18, 2009

### 1:45 PM ENVIRONMENT AND CLIMATE CHANGE WORKING

2:45 PM GROUP

EEOB-Room 158

Location: Rm 158, EEOB

Attendees:

Sutley

Salazar

Jackson

Carol Browner

Vilsack

- Carol Browner's Staff will escort you from room 158

Attendees: Katz, David; OConnor, Rod; SCHU

2:50 PM DEPART EEOB EN ROUTE DOE

3:00 PM Attendees: SCHU

3:00 PM VIOLIN SIGNING WITH JACK DENNERLEIN

3:30 PM Secretary's Office

Staff: Rebecca Levin

Attendees: Levin, Rebecca; SCHU

3:30 PM MEETING WITH DIAN GRUENEICH AND JON

4:00 PM WELLINGHOFF

Secretary's Office

Staff: Sue Tierney

Attendees: Tierney, Sue; SCHU

4:00 PM LGPO MEETING

4:30 PM Secretary's Office

Staff: Rod O'Connor, Steve Isakowitz

Attendees: OConnor, Rod; Isakowitz, Steve; SCHU; SCHU

#### SCHEDULE FOR SECRETARY CHU Wednesday, February 18, 2009

5:15 PM BUDGET MEETING

7:00 PM Secretary's Office

Staff: Tierney, Koonin, Johnson, Levin, O'Connor, Isakowitz,

Rogers

Attendees: Tierney, Sue; 'steve.koonin@uk.bp.com';

'kristina.johnson@jhu.edu'; Levin, Rebecca; OConnor, Rod;

Isakowitz, Steve; Miller, Neile; 'Matt\_Rogers@mckinsey.com'; SCHU

#### <u>ACTUAL</u>

## SCHEDULE FOR SECRETARY CHU

Thursday, February 19, 2009

8:45 AM DEPART RESIDENCE EN ROUTE DOE

8:55 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM CALL WITH DAN LEHMAN

9:40 AM Secretary's Office

Staff: Dae Chung

\* We will place call (301)903-4840

Attendees: Levin, Rebecca; Chung, Dae; SCHU

9:40 AM BUDGET MEETING

10:20 AM Secretary's Office

Staff: Tierney, Koonin, Johnson, Levin, O'Connor, Isakowitz,

Rogers

Attendees: Tierney, Sue; 'steve.koonin@uk.bp.com';

'kristina.johnson@jhu.edu'; Levin, Rebecca; OConnor, Rod; Isakowitz, Steve; Miller, Neile; 'Matt Rogers@mckinsey.com';

**SCHU** 

10:30 AM EERE MISSION

11:00 AM Secretary's Office

Staff: Tierney, Oconnor, Johnson, Koonin Attendees: Tierney, Sue; OConnor, Rod;

'kristina.johnson@jhu.edu'; 'steve.koonin@uk.bp.com'; SCHU

# SCHEDULE FOR SECRETARY CHU Thursday, February 19, 2009

11:00 AM LUNCH

12:00 PM DoE Cafeteria

Staff: Katz

Format:

-YOU will be eating lunch with program heads and meeting a a

few their respective personnel.

Attendees:

Rita Wells EE

Pat Hoffman OE

Vic Der FER

Rebecca Smith-Kevern NE

Ines Triay EM

Attendees: Katz, David; Tierney, Sue; SCHU

12:45 PM DEPART DOE EN ROUTE TO PLATTS

12:55 PM Platts, 1200 G St., N.W., 10th Floor

Attendees: SCHU; 'Matt\_Rogers@mckinsey.com'

# SCHEDULE FOR SECRETARY CHU Thursday, February 19, 2009

1:00 PM ENERGY REPORTER ROUND TABLE

2:00 PM Platts, 1200 G St N.W., 10th Floor

Location

**Platts** 

Staff:

Stephanie Mueller PRESS:

Open

Setup:

Boardroom, 20-25 reporters sitting at table Format:

- YOU will sit at the head of the table
- YOU will be introduced by Bill Loveless (Editor)
- YOU will speak for 10 minutes
- YOU will then take questions for 50 minutes

Attendees: Leistikow, Dan; Reynolds, Tom; Mueller, Stephanie; Edwards, Tiffany; SCHU; 'Matt Rogers@mckinsey.com'

2:05 PM DEPART PLATTS EN ROUTE TO DOE

2:15 PM Attendees: SCHU; 'Matt\_Rogers@mckinsey.com'

2:30 PM MEETING WITH THE AUSTRALIAN AMBASSADOR

3:00 PM DENNIS JAMES RICHARDSON

Secretary's Office

Staff: Rod Oconnor

Attending:

Ambassador Dennis James Richardson

Elizabeth Harcourt Ward-Minister-Counsellor (Trade Policy)

Attendees: OConnor, Rod; McCollough, James; SCHU; Shrier,

Jonathan

## 3:00 PM MEETING WITH CHILEAN ENERGY MINISTER 3:30 PM MARCELO TOKMAN

Secretary's Conference Room

Staff: Rhiannon Davis, Dr. Phyllis Yoshida, Jonathan Shrier

Attending:

Chile: Marcelo Tokman, Energy Minister of Chile Mario Fernandez, Ambassador, Embassy of Chile in

Washington, D.C.

Rodrigo Mesa, Diplomat, Embassy of Chile in Washington, D.C.

Corissa Petro, Assistant, Chilean Energy Commission

State PDAS Craig Kelly

Attendees: OConnor, Rod; McCollough, James; Tierney, Sue; Levin, Rebecca; Davis, Rhiannon; Yoshida, Phyllis; Shrier, Jonathan; SCHU

#### 3:30 PM MEETING WITH CHAIRMAN LOU JIWEI

4:00 PM Secretary's Conference Room

Staff: Tom Cutler

Attendees:

Mr. Lou Jiwei, Chairman, China Investment Corporation (CIC)

Mr. Wang Shuilin, Head, International Cooperation, CIC

Mr. Cui Xian, Analyst/Interpreter, CIC

Mr. Xie Feng, Minister, Chinese Embassy

Mr. Zhang Guochun, Counselor, Chinese Embassy

Mr. Hua Zhong, Third Secretary, Chinese Embassy

Attendees: Yoshida, Phyllis; Cutler, Thomas; OConnor, Rod; McCollough, James; SCHU

#### 4:15 PM BRIEFING ON NATIONAL CLEAN ENERGY FORUM 5:00 PM REMARKS

Secretary's Office

Staff: Dan Leistikow

Attendees: Leistikow, Dan; Reynolds, Tom; Mueller, Stephanie;

OConnor, Rod; Levin, Rebecca; 'Nathan Barr'; SCHU

5:00 PM MEETING WITH STEVE ISAKOWITZ

5:15 PM Secretary's Office

Attendees: Isakowitz, Steve; OConnor, Rod; Levin, Rebecca;

SCHU (Required); Ronneberg, Kristina (Optional)

5:15 PM PHONE CALL WITH DAVID SANDALOW

5:30 PM

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

5:30 PM OFFICE TIME

5:45 PM Secretary's Office

Attendees: SCHU

5:45 PM PHONE CALL WITH JAPANESE MINISTER OF

6:15 PM ENERGY, TRADE, AND INDUSTRY TOSHIHIRO NIKAI

Secretary's Office

Staff: Phyllis Yoshida, Kay Thompson

\*Minister Nikai will place the call

\*\*Yoshida and Thompson will be on Call

\*\*\*There will be a translator for Minister Nikai

Attendees: S1 Schedule; OConnor, Rod; Yoshida, Phyllis;

Thompson, Kay; SCHU (Required); Cutler, Thomas (Optional)

6:15 PM HOLD

6:45 PM Attendees: OConnor, Rod; Levin, Rebecca; SCHU

### SCHEDULE FOR SECRETARY CHU Friday, February 20, 2009

8:00 AM DEPART RESIDENCE EN ROUTE WHITE HOUSE

8:10 AM Attendees: SCHU

8:15 AM REMARKS TO MAYORS WITH CABINET AND POTUS

11:15 AM White House East Room

Format:

85 Mayors

Event POC: bhurlbut@who.eop.gov

Attendees: OConnor, Rod; Katz, David; Reynolds, Tom;

Leistikow, Dan; SCHU

11:20 AM DEPART WHITE HOUSE EN ROUTE DOE

11:30 AM Attendees: SCHU

12:10 PM MEETING WITH GOVERNOR LINGLE (HAWAII)

12:25 PM Secretary's Office

Staff:

Attending:

Governor Linda Lingle

Lt. Governor James Duke Aiona

Mr. Ted Liu, Director of Hawaii's Department of Business

Economic Development & Tourism

Ms. Linda Smith, Governor's Sr. Advisor for Policy

Mr. Marc Goldman, Special Advisor

Attendees: OConnor, Rod; Levin, Rebecca; Katz, David; McCollough, James; Nolan, Betty; Hoffman, Patricia; SCHU

12:15 PM HOLD FOR LUNCH

12:45 PM Attendees: SCHU

12:30 PM MEETING WITH DR. BURTON RICHTER

12:45 PM Secretary's Office

Staff: Becca Levin

Meeting POC: Melodi (650) 926-2601 Attendees: Levin, Rebecca; SCHU

## SCHEDULE FOR SECRETARY CHU Friday, February 20, 2009

1:00 PM BUDGET MEETING

1:30 PM Secretary's Office

Staff:

EE- Rita Wells

SC- Patricia Dehmer

OE- Pat Hoffman

FE- Vic Der

NE-Shane Johnson

Attendees: Wells, Rita; Hoffman, Patricia; Dehmer, Patricia; Der, Victor, Johnson, Shane; SCHU; Miller, Neile; Isakowitz,

Steve

1:30 PM PHONE CALL WITH ROB NABORS

1:45 PM Attendees: OConnor, Rod; Levin, Rebecca; SCHU

2:00 PM PRE BRIEF FOR MEETING WITH THE HONDURAN

2:30 PM PRESIDENT, MANUEL ZELAYA

Secretary's Office

Staff:

Jonathan Shrier

Phyllis Yoshida

Ria Davis

Attendees: SCHU

2:15 PM PRE BRIEF FOR MEETING WITH THE HONDURAN

2:30 PM PRESIDENT, MANUEL ZELAYA

Secretary's Office

Staff:

Jonathan Shrier

Phyllis Yoshida

Ria Davis

Attendees: Shrier, Jonathan; Yoshida, Phyllis; Davis, Rhiannon

## SCHEDULE FOR SECRETARY CHU Friday, February 20, 2009

### 2:30 PM MEETING WITH THE HONDURAN PRESIDENT, 3:00 PM MANUEL ZELAYA

Secretary's Conference Room

Staff:

Jonathan Shrier

Phyllis Yoshida

Ria Davis

State Department:

Hugo Llorens, U.S. Ambassador to Honduras

Rebecca Valerin, Honduras Desk Officer

Attending:

Secretary of Foreign Affairs Mrs. Patrica Rodas

Secretary of Finance Mrs. Rebeca Santos

Private Secretary to the President Mr. Enrique Reina

Telecommunications' Coordinator Mr. Raúl Valladares

Deputy of the Honduran Central Bank Mr. Edwin Araque.

#### Format:

- YOU will greet President Zelaya in the Hallway
- YOU and President Zelaya will walk into the Conference Room
- The press enters the room for a spray
- The press departs
- YOU begin the meeting

Attendees: OConnor, Rod; McCollough, James; Davis,

Rhiannon; SCHU

#### 3:00 PM PRE BRIEFING FOR MEETING WITH GOV.

#### 3:30 PM GREGOIRE

Secretary's Office

Staff: Ines Triay, Bruce Diamond

Attendees:

John Cruden

Russell Young

David Kaplan

Attendees: Diamond, Bruce; Triay, Ines; Nolan, Betty; Fygi,

Eric; Marcinowski, Frank; SCHU

## 4:00 PM OFFICE TIME

7:00 PM Attendees: OConnor, Rod; SCHU

## SCHEDULE FOR SECRETARY CHU Friday, February 20, 2009

(3/17/2009, 6:12:08 PM)

# Schedule For Secretary CHU Saturday, February 21, 2009

2:45 PM DEPART RESIDENCE EN ROUTE EEOB

2:55 PM Attendees: SCHU

3:00 PM MEETING WITH GOVERNOR GREGOIRE

3:30 PM 226- EEOB

Staff: Betty Nolan, Rod Oconnor, Missy Owens

Attendees:

Christine O'Grady Gregoire- Governor

Mark William Rupp- Staff

Attendees: OConnor, Rod; Levin, Rebecca; Katz, David; Nolan,

Betty; McCollough, James; SCHU; Owens, Missy

3:30 PM MEETING WITH KENTUCKY GOVERNOR STEPHAN

4:00 PM BESHEAR

226- EEOB

Staff: Betty Nolan, Rod Oconnor, Missy Owens

Attendees:

Steven Lynn Beshear- Governor

Leonard K Peters- Secretary, Ky Energy and Environment

Cabinet

Attendees: Nolan, Betty; Katz, Arthur; Katz, David; SCHU;

Owens, Missy; OConnor, Rod

4:00 PM HOLD FOR CALL TIME

4:15 PM 198-EEOB

Staff: Lindsay Scola

Attendees: SCHU

4:20 PM DEPART EEOB EN ROUTE J.W. MARRIOT

4:25 PM Attendees: SCHU

# SCHEDULE FOR SECRETARY CHU Saturday, February 21, 2009

4:30 PM NGA MEETING

5:30 PM J.W. Marriott, Salon II

Staff: David Katz PRESS: SPRAY

Betty Nolan

(6)(6)

Format:

- Press enters the room for a spray

- Press Exits room

4:30 - 4:40 pm: Governor Schwarzenegger and Governor

Paterson will deliver Welcome and Introductions

4:40 pm - 4:55 pm:

- Governor Gregoire (WA)

- Governor Crist (FL)

- Governor Sebelius (KS)

4:55 pm - 5:15 pm

- Carol Browner will speak

- YOU will speak for 5 minutes

- Secretary Ken Salazar will speak

- Lisa Jackson will speak

5:15 pm - 5:30 pm

- Discussion

Attendees: Katz, David; Scola, Lindsay; OConnor, Rod; Nolan,

Betty; SCHU

5:35 PM DEPART MARRIOTT EN ROUTE RESIDENCE

5:40 PM Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU Sunday, February 22, 2009

7:15 PM DEPART RESIDENCE EN ROUTE WHITE HOUSE 7:25 PM

7:30 PM WHITE HOUSE DINNER

10:00 PM White House- East Entrance

Attire: Black Tie

Attendees: SCHU; OConnor, Rod

10:05 PM DEPART WHITE HOUSE EN ROUTE RESIDENCE

10:15 PM

## SCHEDULE FOR SECRETARY CHU Monday, February 23, 2009

7 (6)(6)

9:15 AM DEPART RESIDENCE EN ROUTE TO THE NEWSEUM

9:25 AM Attendees: SCHU

9:30 AM PANELIST BREAKFAST

10:05 AM Newseum

Staff: Travis Dredd

Attendees: Dredd, Travis; SCHU

10:15 AM NATIONAL CLEAN ENERGY FORUM J (b)(6)

12:00 PM Newseum

Staff: Travis Dredd Location: Newseum

POC:

Set-Up: Panel Discussing with audience, YOU will be sitting

next to T. Boone Pickens

Press: OPEN Attire: Business

Format:

10:15 am Senator Wirth speaks

10:21 am Senator Reid speaks

10:24 am President William J. Clinton speaks

10:27 amVice President Al Gore speaks

10:30 am Speaker Nancy Pelosi speaks

10:33 am T. Boone Pickens speaks

10:36 am John Podesta speaks

10:37 am Panelist Descussion begins

12:00 pm Descussion Ends

Contact: Chris Miller

Attendees: Levin, Rebecca; OConnor, Rod; Leistikow, Dan;

Dredd, Travis; SCHU

12:05 PM DEPART NEWSEUM EN ROUTE DOE

12:15 PM Attendees: SCHU

# SCHEDULE FOR SECRETARY CHU Monday, February 23, 2009

12:30 PM LUNCH EE WORKING GROUP

1:30 PM Secretary's Office

Attending:

Carol Browner (White House)

Nancy Sutley (CEQ)

Secretary Salazar (DOI)

Secretary Donovan (HUD)

Lisa Jackson (EPA)

Secretary Vilsack (USDA)

John Holdren (White House Science Advisor)

Attendees: SCHU

1:40 PM DEPART DOE EN ROUTE WHITE HOUSE

1:50 PM Attendees: SCHU

2:00 PM PRESIDENTIAL MEETING WITH THE ENERGY AND

2:45 PM ENVIRONMENT AGENCIES

Cabinet Room

Attending:

Ken L. Salazar

Tom J. Vilsack

Shaun Donovan

Ray H. LaHood

Lisa P. Jackson, Administrator

John P. Holdren

Nancy H. Sutley

Attendees: OConnor, Rod; Owens, Missy; SCHU

2:50 PM DEPART WHITE HOUSE EN ROUTE DOE

3:00 PM Attendees: SCHU

3:00 PM OFFICE TIME 3:30 PM Attendees: SCHU

# SCHEDULE FOR SECRETARY CHU Monday, February 23, 2009

## 3:30 PM MEETING WITH TENNESSEE GOVERNOR PHIL 4:00 PM BREDESEN AND ORNL DIRECTOR DR. THOMAS MASON

Secretary's Office Staff: Betty Nolan Attending: Governor Bredesen

Dr. Thomas Mason

Meeting POC:Kathy (895) 576-2900, rosenbalmkf@ornl.gov Attendees: Tierney, Sue; Nolan, Betty; SCHU

### 4:00 PM MEETING WITH GOVERNOR JENNIFER GRANHOLM

4:30 PM Secretary's Office

Staff: Betty Nolan (65450)

Attending:

Governor Granholm

Joe Dooley, Federal Policy Advisor

Attendees: Nolan, Betty; OConnor, Rod; Levin, Rebecca; Tierney, Sue; 'Matt\_Rogers@mckinsey.com'; SCHU

#### 4:30 PM OPEC BRIEFING

5:30 PM Secretary's Office

Staff: Oconnor, Rogers, Utech, Leistikow, Reynolds,

Gruenspecht

Attendees: OConnor, Rod; 'Matt\_Rogers@mckinsey.com'; Utech, Dan; Leistikow, Dan; Shrier, Jonathan; SCHU;

Gruenspecht, Howard; Reynolds, Tom

## SCHEDULE FOR SECRETARY CHU Monday, February 23, 2009

5:30 PM PRE BRIEF FOR ANNUAL ASSESSMENT

6:30 PM Sectretary's Office

Attendees:

Tom D'Agostino

Bill Ostendorff

Steve Goodrum

Dave Crandall

Attendees: DAgostino, Thomas; Ostendorff, Bill; Goodrum, Steve; Crandall, David; OConnor, Rod; Tierney, Sue; Hanlon,

Peter; SCHU

6:30 PM OFFICE TIME

7:00 PM Attendees: SCHU

7:00 PM DROP BY DINNER

9:00 PM Private Dinner

Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU Tuesday, February 24, 2009

8:45 AM DEPART RESIDENCE EN ROUTE DOE

8:55 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM INTELLIGENCE AND COUNTERINTELLIGENCE

10:00 AM BRIEFING

Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Cohn, Adam; Borgia,

Stanley J.; Vaden, Elizabeth; Frey, Susan L.; Harris, Shandra D.;

Johnson, Sandra; Goodale, Alex C.; Spittal, Wendy; Scott,

Keiana N.; Creque, Terry R.; Manternach, Jamison; Day, Chris;

Priniotakis, Manolis R.; Parker, Helen; Otha, Lailoni A; Nousen,

Douglas L.; Donner, Michael A; Burch, Linda C.; Menold,

Ronald E; Fedarcyk, Michael R.; Clay, Renee; Howard, Ana C;

Dezorzi-O'Leary, Renae; Teribury, Michael J.; Johnson,

Deborah K.; Duval, Rose I.; Dumaine, Carol A.; Schiller, Mika;

Hutton, Mike; Falkowski, Deanna M.; Williams, Steven C; Clay,

Renee; SCHU

10:00 AM MEETING WITH PAUL ALIVISATOS

10:15 AM Secretary's Office

Staff: Levin

Attending:

Paul Alivisatos, Interim Director

Lawrence Berkeley National Lab

Meeting POC: Chris Yetter(510) 486-5111

If needed Paul's mobile:

Attendees: Levin, Rebecca; Owens, Missy; SCHU

## SCHEDULE FOR SECRETARY CHU

Tuesday, February 24, 2009

10:30 AM MEETING WITH MASSACHUSETTS GOVERNOR

11:00 AM DEVAL PATRICK

Secretary's Office Staff: Betty Nolan

Meeting POC: Gabe Maser

Attendees: Nolan, Betty; OConnor, Rod; Owens, Missy;

Tierney, Sue; SCHU

11:00 AM MEETING WITH DAVID GOLDSTEIN, NRDC

11:30 AM Secretary's Office

Staff: Dan Utech

Attending:

David Goldstein

Peter Lehner, Executive Director NRDC

Meeting POC:

Valerie Keane

Executive Assistant to Peter Lehner

Attendees: Utech, Dan; SCHU

11:30 AM OFFICE OF THE CIO BRIEFING

12:15 PM Secretary's Office

Staff: Tom Pyke, Carl Staton

Attendees: S1 Schedule; Pyke, Tom; SCHU (Required); Levin,

Rebecca; OConnor, Rod; Staton, Carl (Optional)

12:15 PM HOLD FOR LUNCH

12:45 PM Attendees: SCHU

1:00 PM MEETING WITH SCOTT HARRIS

1:30 PM Secretary's Office

Attending: Scott Harris

Meeting POC: Scott Harris ( ) (6)

Attendees: Dykes, Mackey; SCHU; Tierney, Sue

(3/17/2009, 6:12:08 PM)

# SCHEDULE FOR SECRETARY CHU Tuesday, February 24, 2009

1:30 PM PERSONNEL MEETING

2:30 PM Secretary's Office

Attending: Sue Tierney, Rod O'Connor, Mackey Dykes, Kristina

Johnson

Phone: Steve Koonin

Call in Number:

Attendees: Tierney, Sue; OConnor, Rod; Dykes, Mackey; Levin, Rebecca; 'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu';

**SCHU** 

2:30 PM CALL WITH US NEWS AND WORLD REPORT

2:50 PM Secretary's Office

Staff: Stephanie Mueller

Attendees: Mueller, Stephanie; Leistikow, Dan; Reynolds, Tom;

SCHU

3:30 PM MEETING WITH PAT DEHMER

4:00 PM Secretary's Office

Attendees: Dehmer, Patricia; Levin, Rebecca; SCHU

4:00 PM MEETING WITH SKILA HARRIS

4:30 PM Secretary's Office

Attendees: OConnor, Rod; Levin, Rebecca; SCHU

4:30 PM MEETING WITH DAMON BRAGG - IT

4:45 PM Secretary's Office

Attendees: Bragg, Damon; Levin, Rebecca; SCHU

4:45 PM PHONE CALL WITH

2 (6)(

Attendees: Levin, Rebecca; SCHU

5:30 PM MEETING WITH MATT ROGERS

6:00 PM Secretary's Office

Attendees: Rogers, Matt; SCHU; Owens, Missy

8:15 PM DEPART DOE EN ROUTE U.S. CAPITOL

8:25 PM Attendees: SCHU

5:05 PM POC

## SCHEDULE FOR SECRETARY CHU

Tuesday, February 24, 2009

8:30 PM PRESIDENTIAL ADDRESS

10:00 PM U.S. Capitol- Room H-219

Format:

8:30 am- YOU will be escorted to your seat

9:00 am- Address begins

Attendees: SCHU; OConnor, Rod; Owens, Missy; Levin,

Rebecca; Leistikow, Dan; Reynolds, Tom

10:05 PM DEPART U.S. CAPITOL EN ROUTE RESIDENCE

10:15 PM Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU

Wednesday, February 25, 2009

9:05 AM DEPART RESIDENCE EN ROUTE WHITE HOUSE

9:10 AM Attendees: SCHU

9:15 AM RECOVERY ACT IMPLEMENTATION MEETING WITH

11:00 AM VP JOE BIDEN

Roosevelt Room

Staff: Rod OConnor

9:15 am CALL TIME FOR CABINET SECRETARIES AT

WEST EXEC ENTRANCE

You will be met by Cabinet Affairs staff.

9:30 - 11:00 am RECOVERY ACT IMPLEMENTATION

ANNOUNCEMENT EVENT

Location: White House

Room: Roosevelt Room

Staff: Rod OConnor Attendees: VPOTUS

Director of OMB- Peter Orszag

Chair, Recovery Act Accountability Board- Earl Devaney

Secretary of Agriculture- Tom Vilsack

Secretary of Education- Arne Duncan

Secretary of Energy- Steven Chu

Administrator of the Environmental Protection Agency-Lisa

Jackson

Chief of Staff at Health and Human Services- Mark Childress

Secretary of Housing and Urban Development-Shaun Donovan

Secretary of the Interior- Ken Salazar

Secretary of Transportation- Ray LaHood

Secretary of the Treasury- Tim Geithner

PRESS: POOL SPRAY AT THE TOP

FORMAT: Remarks by the Vice President (Open Press)

Remarks by the OMB Director (Open Press)

Remarks by the Chair, Recovery Act Accountability Board

(Open Press)

Working meeting (Closed Press)

Attendees: Tierney, Sue; OConnor, Rod; Owens, Missy; SCHU

11:05 AM DEPART WHITE HOUSE EN ROUTE DOE

11:15 AM Attendees: SCHU

### SCHEDULE FOR SECRETARY CHU Wednesday, February 25, 2009

11:30 AM CALL WITH PATRICK GALLAGHER, DEPUTY

12:00 PM DIRECTOR, NIST

Secretary's Office Staff: Rebecca Levin

\*We will place the call (301) 975-2300

Attendees: SCHU; OConnor, Rod; Tierney, Sue; Levin,

Rebecca; Owens, Missy

12:00 PM HOLD FOR LUNCH

12:30 PM Attendees: SCHU

12:30 PM MEETING NATIONAL LABORATORY DIRECTORS'

2:00 PM COUNCIL (NLDC)

Secretary's Office Staff: Rod Oconnor

Attending:

Sam Aronson (Brookhaven)-Chair

Tom Hunter (Sandia)

Thom Mason (Oak Ridge)

Pier Oddone (Fermi Lab)

Adam Cohen (Chief of Staff, NLDC)

Attendees: Levin, Rebecca; OConnor, Rod; Owens, Missy;

Cohn, Adam; Owens, Missy; SCHU

2:00 PM MEETING TO DISCUSS CARBON CAPTURE AND

3:00 PM STORAGE

Secretary's Office

Staff: Vic Der, Adam Cohn, Sue Tierney

Attendees: Cohn, Adam; Der, Victor; Tierney, Sue; SCHU

## SCHEDULE FOR SECRETARY CHU Wednesday, February 25, 2009

### 3:00 PM MEETING WITH THE BRITISH AMBASSADOR

3:15 PM SHEINWALD

Secretary's Office

Staff: Jonathan Shrier

Attending:

Ambassador Sheinwald

Nicholas Mark Bridge

Robert Grant

Attendees: Shrier, Jonathan; McCollough, James; SCHU

3:15 PM MEETING WITH DR. WILLIAM MOBLEY (STANFORD

3:30 PM UNIVERSITY)

Secretary's Office

Staff: Levin

Meeting POC:

3 (0)(6)

Attending:

Dr. William Mobley

Attendees: Levin, Rebecca; SCHU

3:30 PM PERSONNEL MEETING

4:30 PM Secretary's Office

Attending: Sue Tierney, Rod O'Connor, Mackey Dykes

Phone: Steve Koonin, Kristina Johnson

Call in Number:

Attendees: Tierney, Sue; OConnor, Rod; Dykes, Mackey; Levin, Rebecca; 'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu';

**SCHU** 

4:30 PM PRE BRIEFING FOR MEETING WITH HEWD

5:00 PM CHAIRMAN VISCLOSKY

Secretary's Office

Staff: Nolan, O'Connor, Utech, Isakowitz

Attendees: Nolan, Betty; OConnor, Rod; Owens, Missy; Utech,

Dan; Isakowitz, Steve; SCHU

## SCHEDULE FOR SECRETARY CHU Wednesday, February 25, 2009

5:00 PM BRIEFING FOR PHILADELPHIA VISIT

5:30 PM Secretary's Office

Staff: Leistikow

Attendees: Owens, Missy; OConnor, Rod; Leistikow, Dan;

Scola, Lindsay; SCHU

5:30 PM MEETING WITH DAN UTECH

6:00 PM Secretary's Office

Attendees: Utech, Dan; OConnor, Rod; Levin, Rebecca; Owens,

Missy; Leistikow, Dan

6:00 PM OFFICE TIME

7:00 PM Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU

Thursday, February 26, 2009

7:45 AM DEPART RESIDENCE EN ROUTE CAFE DU PARC @

7:55 AM THE WILLARD INTERCONTINENTAL HOTEL

Attendees: SCHU

8:00 AM BREAKFAST WITH LISA JACKSON

9:00 AM Cafe Du Parc @ The Willard InterContinental Hotel Located adjacent to the Willard InterContinental Hotel

1401 Pennsylvania Avenue, NW, Washington DC

Reservation for 2 under the name Rob Goulding

POC: Roft

Attendees: McCollough, James; OConnor, Rod; Levin, Rebecca;

Owens, Missy; SCHU

9:00 AM DEPART CAFÉ DU PARC EN ROUTE RAYBURN

9:15 AM HOUSE OFFICE BUILDING

Attendees: SCHU

9:30 AM MEETING WITH REP. VISCLOSKY

10:00 AM Rayburn Room 2256

Staff: Betty Nolan

Meeting POC:

Mr. Korry Baack

202-225-2461

Korry.Baack@mail.house.gov

Attendees: Nolan, Betty; Owens, Missy; OConnor, Rod; Levin,

Rebecca; SCHU

10:05 AM DEPART RAYBURN HOUSE OFFICE EN ROUTE DOE

10:10 AM Attendees: SCHU

11:00 AM ARRA MEETING

11:30 AM Secretary's Office

Staff: Rogers, Isakowitz, Oconnor, Levin

Attendees: Rogers, Matt; Isakowitz, Steve; OConnor, Rod;

Levin, Rebecca; Miller, Neile; SCHU

# SCHEDULE FOR SECRETARY CHU Thursday, February 26, 2009

12:00 PM NNSA ANNUAL ASSESSMENT

5:00 PM Secretary's Conference Room

Attendees:

Tom D'Agostino

Bill Ostendorf

Brigadier General Jonathen George

Michael Anastasio Director LANL

George Miller Director LLNL

Tom Hunter Director SNL

David Crandall

Steve Goodrum

**David Cameron** 

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; Cohn, Adam; DAgostino, Thomas; Hanlon, Peter; Ostendorff, Bill; George, Jonathan, Brig Gen, USAF; Anastasio, Michael; Miller, George; Hunter, Tom (Sandia); Crandall, David; Goodrum, Steve; Cameron, David; SCHU

#### 5:00 PM PRE BRIEF FOR TUESDAY'S PUBLIC EVENTS

5:30 PM Secretary's Office

Staff: Leistikow

Attendees: Leistikow, Dan; OConnor, Rod; Owens, Missy;

**SCHU** 

### 5:30 PM PHONE CALL WITH SECRETARY SALAZAR (DOI)

5:45 PM Joan 202-208-5820

Attendees: OConnor, Rod; Levin, Rebecca; Owens, Missy;

**SCHU** 

### SCHEDULE FOR SECRETARY CHU Friday, February 27, 2009

7:05 AM DEPART RESIDENCE EN ROUTE UNION STATION

7:15 AM Attendees: SCHU

7:30 AM ARRIVAL AT TRAIN STATION

8:00 AM ClubAcela Lounge-Union Station

Attendees: SCHU

8:00 AM TRAIN DEPARTS

8:05 AM Attendees: SCHU

8:05 AM HOLD FOR EVENT/TRAVEL

4:00 PM Philadelphia

Attendees: SCHU

4:00 PM DEPART EN ROUTE FBO

4:30 PM Attendees: SCHU

4:30 PM HOLD

6:00 PM Attendees: SCHU

6:18 PM UNITED FLIGHT 447

9:44 PM Philadelphia to San Francisco

Attendees: SCHU

10:00 PM DEPART FBO EN ROUTE RESIDENCE

10:30 PM Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU Saturday, February 28, 2009

No Appointments Scheduled

SCHEDULE FOR SECRETARY CHU Sunday, March 1, 2009

2:00 PM MEETING WITH

3:00 PM Residence

Cell phone for Attendees: SCHU

(3/17/2009, 6:12:08 PM)

## SCHEDULE FOR SECRETARY CHU Monday, March 2, 2009

11:30 AM DEPART RESIDENCE EN ROUTE FBO

12:00 PM Attendees: SCHU

1:00 PM UNITED FLIGHT 873

9:02 PM San Francisco to Washington, DC

Attendees: SCHU

9:30 PM DEPART FBO EN ROUTE RESIDENCE

10:00 PM Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU

Tuesday, March 3, 2009

8:45 AM DEPART RESIDENCE EN ROUTE DOE.

8:55 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod O'Connor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM EVENT PRE BREIFING

10:00 AM Secretary's Office

Staff: Albert Petrasek, Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU; Levin, Rebecca;

'nathaniel\_barri Petrasek, Albert

10:05 AM DEPART DOE EN ROUTE WESTIN HOTEL

10:15 AM Attendees: SCHU

10:20 AM HOLD

10:30 AM Attendees: SCHU

### SCHEDULE FOR SECRETARY CHU Tuesday, March 3, 2009

10:30 AM REMARKS TO THE NATIONAL CONGRESS OF 10:50 AM AMERICAN INDIANS

Westin Hotel, 1400 M. Street, N.W.

Staff: Dan Leistikow

Advance Staff: Devin Hampton

Attendees: 300 seated guest, members of the National Congress

of American Indians

Press: Open

Set up:

Classroom style, podium on a stage, head table flanking podium,

14-16 board of directors at head table

Format:

- YOU will be greeted by Robert Holden, Deputy Director of

**NCAI** 

- YOU will speak for 20 minutes

Venue POC: Nketia Agyeman

Attendees: Tierney, Sue; Levin, Rebecca; OConnor, Rod;

Reynolds, Tom; Leistikow, Dan; Hampton, Devin; SCHU

10:55 AM DEPART WESTIN HOTEL EN ROUTE DOE

11:05 AM Attendees: SCHU

11:10 AM MEETING WITH AMY BODETTE DEMAGISTRIS

11:30 AM Secretary's Office

Attendees: Dykes, Mackey; Owens, Missy; OConnor, Rod;

**SCHU** 

11:30 AM HOLD FOR LUNCH

12:00 PM Attendees: SCHU

12:00 PM MEETING WITH BILL OSTENDORFF

12:30 PM Sectretary's Office

Attending: Bill Ostendorff

Attendees: Ostendorff, Bill; OConnor, Rod; SCHU

## SCHEDULE FOR SECRETARY CHU

Tuesday, March 3, 2009

12:30 PM BRIEFING ON APPLIANCE EFFICIENCY STANDARDS

12:45 PM Secretary's Office

Staff: David Katz

Attendees: Katz, David; SCHU

12:45 PM MEETING WITH DAN UTECH

1:00 PM Secretary's Office

Attendees: Utech, Dan; OConnor, Rod; SCHU

1:00 PM MEETING WITH GOV JIM DOYLE

1:30 PM Secretary's Office

Staff: Betty Nolan, Dan Leistikow

Attending:

Governor Jim Doyle

Chairperson Eric Callisto, Wisconsin Public Service

Commission

Susan Goodwin, Governor's Chief of Staff

PRESS: SPRAY (on departure from meeting)

Attendees: Nolan, Betty; OConnor, Rod; Leistikow, Dan; SCHU

# SCHEDULE FOR SECRETARY CHU Tuesday, March 3, 2009

## 1:30 PM MEETING WITH CANADIAN MINISTER JIM 2:00 PM PRENTICE

Secretary's Office Staff: Shrier, Yoshida, Ward

Attending:
Stephen Kelly, Chief of Staff to the Minister
Ian Shugart, Deputy Minister of Environment Canada
William Kittleberg, Director of Communications for Minister
Prentice
Guy Saint Jacques, Deputy Head of Mission, Embassy of
Canada
Jason Tolland, Counsellor and Program Manager, Environment
and Energy Section, Embassy of Canada
Tristan Landry, Counsellor (Public Affairs) and Spokesperson,
Embassy of Canada
PRESS: SPRAY (beginning of meeting)

Photographer
Scott Henrichsen, Photographer

Photographer needed Meeting POC:

Attendees: McCollough, James; Owens, Missy; OConnor, Rod; Tierney, Sue; Shrier, Jonathan; Deutsch, Kathleen; Owens, Missy; SCHU; Ward, Gary; Yoshida, Phyllis

## SCHEDULE FOR SECRETARY CHU Tuesday, March 3, 2009

2:15 PM SENIOR LEADERSHIP MEETING

3:00 PM 7E-069

Staff Contact: Becca Levin 6-6356 Attendees: OConnor, Rod; Leistikow, Dan; Isakowitz, Steve; Pyke, Tom; Nolan, Betty; Whatley, Annie; Wells, Rita; Genovese, Natalie: Gruenspecht, Howard; Hoffman, Patricia; Byrd, Stacy (WAPA Liaison); Triay, Ines; Young, Loretta; Der, Victor; Vinson-Ball, Valerie; Fygi, Eric; Podonsky, Glenn; Parker, Diane; Marmolejos, Poli; Franklin, Rita; Friedman, Greg; Taylor, Diane; Geiser, David; Johns, Linda M.; George, Jonathan, Brig Gen, USAF; Khanna, Sue; Johnson, Shane; Barnette, Sharon; Shrier, Jonathan; Swinson, Wanda; Kouts, Christopher; Gibson, Kimberly; Dehmer, Patricia; Moody, Demetrice; Leistikow, Dan; Jones, Everlener; Nicoll, Eric; Dodd, Jack (WAPA Liaison); Dickerson, Katharine; Borgia, Stanley J.: Henderson, Robin; DAgostino, Thomas; Stewart, John M (NNSA); Baker, Ken (NNSA); Baskerville, Sonya; Strong, Tania; Dykes, Mackey; Jones, Everlener; Tierney, Sue; Baskerville, Sonya; Moe, Darrick (SWPA Liaison); Kolb, Ingrid; Ostendorff, Bill; Levin, Rebecca; Tierney, Sue; Johnson-Tolbert, Audrey; Chalk, Steven; Staton, Carl; Roberts, Lisa; James, Sarita; Dredd, Travis; SCHU; Owens, Missy; S1 Schedule; Rogers, Matt; Gage, Peter

# SCHEDULE FOR SECRETARY CHU Tuesday, March 3, 2009

## 3:15 PM MEETING WITH BRITISH MP SECRETARY OF THE 3:45 PM STATE FOR ENERGY AND CLIMATE CHANGE, ED MILLIBAND

Secretary's Office Staff: Yoshida, Cutler, Pugh

Attending:

Edward Miliband, Secretary of State for Energy and Climate Change

Alexander Restrick, Special Adviser to Mr. Miliband Peter G. Betts, Director of International Climate Change Nick Bridge, Counsellor, Global Issues Robert Grant, Second Secretary, Energy, British Embassy Washington

Margaret Mary Lemmerman, Senior Policy Adviser, Energy, British Embassy Washington

Meeting POC: Robert Grant

Robert.grant@fco.gov.uk

Attendees: Levin, Rebecca; Marlay, Robert; Shrier, Jonathan; McCollough, James; Owens, Missy; SCHU; Cutler, Thomas;

Pugh, Graham; Yoshida, Phyllis

# SCHEDULE FOR SECRETARY CHU Tuesday, March 3, 2009

#### 3:45 PM MEETING WITH TONY BLAIR

4:15 PM Secretary's Office

Staff: Yoshida, Cutler, Pugh, Rod Oconnor

Attending: Tony Blair

Victoria Katherine

Catherine Jane Rimmer, Chief of Staff, Office of Tony Blair

Matthew Leo Doyle, Political Director, Office of Tony

Blair

John Michael Richards

Mark William Kenber

Rachel Cooke

Attendees: OConnor, Rod; Owens, Missy; Shrier, Jonathan; Cutler, Thomas; Pugh, Graham; Yoshida, Phyllis; SCHU

#### 4:30 PM MEETING WITH VINOD KHOSLA

5:00 PM Secretary's Office

Staff: Rebecca Levin

Meeting POC:

Ruthie Dionisio

Assistant to Vinod Khosla

650-376-8507

Attendees: Levin, Rebecca; Owens, Missy; SCHU

#### 5:00 PM MEETING WITH TOM DAGOSTINO

**5:30 PM** GA-293

Attendees: DAgostino, Thomas; SCHU; Utech, Dan (Required);

Hanlon, Peter; Owens, Missy (Optional)

#### 5:30 PM WEDNESDAY EVENT PRE BRIEFING

6:30 PM Secretary's Office

Attending: Sperling, Luttrell, Leistikow

Attendees: Leistikow, Dan; 'Nathan Barr'; Sperling, Gil; Luttrell,

Ellen; SCHU; Barr, Nathan

2(6)(6)

7 (0)(6)

## SCHEDULE FOR SECRETARY CHU

Wednesday, March 4, 2009

8:45 AM DEPART RESIDENCE EN ROUTE DOE

8:55 AM Attendees: SCHU

9:00 AM MEETING WITH CISCO CHAIRMAN JOHN

9:30 AM CHAMBERS

Secretary's Office Staff POC: O'Connor

Meeting POC: Michael D. Timmeny

Attendees: OConnor, Rod; Owens, Missy

9:40 AM DEPART DOE EN ROUTE TO CAPITOL HILL

9:50 AM Attendees: SCHU

10:05 AM DELIVER KEYNOTE REMARKS AT THE ALLIANCE

10:20 AM TO SAVE ENERGY'S GREAT ENERGY EFFICIENCY

DAY (GEED)

Dirkson Building-Hearing room G-50

Advance Staff: Devin Hampton

Attendees: 500 seated guests

Set up:

Hearing Room, Theatre seating, Podium on floor in front of

room.

Press: OPEN

Format:

YOU will be introduced by Kateri Callahan, President, Alliance

to Save Energy

YOU will speak for 10 minutes

Event POC: Audrey Cotton

Attendees: Tierney, Sue; Reynolds, Tom; Leistikow, Dan;

Hampton, Devin; Barr, Nathan; Gage, Peter; SCHU

10:25 AM DEPART TBD EN ROUTE DOE

10:35 AM Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU Wednesday, March 4, 2009

11:00 AM MEETING WITH THE FRENCH MINISTER FOR 11:30 AM ECOLOGY, ENERGY, SUSTAINABLE DEVELOPMENT, JEAN-LOUIS BORLOO

Secretary's Office

Staff: Yoshida, Ballou, Shrier

Meeting POC: Jacques Fiquet ( ) ( b) ( 6

Attendees: OConnor, Rod; Levin, Rebecca; McCollough, James; Owens, Missy; Shrier, Jonathan; Ballou, Kimberly; Yoshida,

Phyllis; SCHU

11:30 AM OFFICE TIME 12:00 PM Attendees: SCHU

12:00 PM HOLD FOR LUNCH

12:30 PM Attendees: SCHU

12:30 PM HEARING PREPARATION

1:30 PM Secretary's Office

Staff: Nolan, Leistikow, Reynolds, Barr, Oconnor, Owens Attendees: Nolan, Betty; Leistikow, Dan; Reynolds, Tom; OConnor, Rod; Owens, Missy; Levin, Rebecca; Utech, Dan; Rogers, Matt; Barr, Nathan; SCHU

## SCHEDULE FOR SECRETARY CHU Wednesday, March 4, 2009

## 1:30 PM MEETING WITH DANISH MINISTER FOR CLIMATE 2:00 PM AND ENERGY CONNIE HEDEGAARD

Secretary's Office Staff: Phyllis Yoshida

Attending:

Ambassador Friis Arne Petersen

Permanent Undersecretary of State, Thomas Becker

Chief of Staff, Morten Bæk-Sørensen

Senior Advisor, Christian P. Ibsen

Counselor - climate affairs, Hans Jakob Eriksen

1st. Secretary, Christian Stenberg Jensen

Press officer, Ida Ebbensgaard Michael Starbæk-Christensen

Meeting POC: Christian Stenberg

](6)(6)

chrste@um.dk

Attendees: McCollough, James; Rossi, Edward; Yoshida,

Phyllis; Owens, Missy; SCHU

2:00 PM MEETING WITH DAVID SANDALOW

2:10 PM Secretary's Office

Staff: Becca Levin

Attending: David Sandalow

\*personnel meeting

Attendees: Levin, Rebecca; SCHU

2:40 PM DEPART DOE EN ROUTE HYATT REGENCY

2:50 PM Attendees: SCHU

## SCHEDULE FOR SECRETARY CHU Wednesday, March 4, 2009

3:00 PM DELIVER KEYNOTE REMARKS AT THE NATIONAL 3:30 PM COMMUNITY ACTION FOUNDATION LEGISLATIVE CONFERENCE

Hyatt Regency, Capitol Hill: 400 New Jersey Avenue NW,

Washington DC

Staff: Gage,

Advance Staff: Devin Hampton

Attendees: 700 members of the National Community Action

Foundation

Set up: Theatre Style, Remarks from podium on stage, Head

table split by podium, Dual screens flanking stage.

Press: OPEN

Format:

YOU will be greeted by David Bradley YOU will give remarks for 30 minutes

Hold: Service Corridor

Event POC: Sheri Penzari (202) 842-2092

Attendees: Tierney, Sue; Levin, Rebecca; OConnor, Rod;

Leistikow, Dan; Reynolds, Tom; 'Matt Rogers@mckinsey.com';

Hampton, Devin; Barr, Nathan; Gage, Peter; SCHU

3:35 PM DEPART HYATT REGENCY EN ROUTE WHITE

3:40 PM HOUSE

Attendees: SCHU

3:45 PM MEETING WITH DAVID AXELROD

4:45 PM White House, Axelrod Office

Staff: Leistikow, OConnor

Attendees: Leistikow, Dan; OConnor, Rod; Owens, Missy;

**SCHU** 

4:50 PM DEPART WHITE HOUSE EN ROUTE DOE

5:00 PM Attendees: SCHU

### SCHEDULE FOR SECRETARY CHU Wednesday, March 4, 2009

6:00 PM MEETING WITH MAKE IT WORK

6:30 PM Secretary's Office

Staff: Owens

Attending:

**Brad Pitt** 

Steve Bing

Chad Griffin

Attendees: OConnor, Rod; Leistikow, Dan; Levin, Rebecca;

Owens, Missy; SCHU

6:40 PM DEPART DOE EN ROUTE WHITE HOUSE

6:50 PM Attendees: SCHU

7:00 PM WHITE HOUSE DINNER

8:30 PM White House

Dinner for Senate and House Committee Chairmen and Ranking

Members

Attire: Business

Attendees: Nolan, Betty; Utech, Dan; OConnor, Rod; Owens,

Missy; SCHU

8:35 PM DEPART WHITE HOUSE EN ROUTE RESIDENCE

8:45 PM Attendees: SCHU



Washington, DC 20585

**ACTUAL** 

## SCHEDULE FOR ENERGY SECRETARY CHU Thursday, March 5, 2009

9:05 AM DEPART RESIDENCE EN ROUTE 212/214 HART

9:15 AM SENATE OFFICE BUILDING

Attendees: SCHU

9:15 AM HOLD

9:25 AM 212/214 Hart Senate Office Building

Attendees: SCHU

9:30 AM HEARING, SENATE ENERGY AND NATURAL

11:30 AM RESOURCES COMMITTEE

216 Hart Senate Office Bldg

Staff: Utech, Oconnor

Attendees: Owens, Missy; Leistikow, Dan; Reynolds, Tom;

Nolan, Betty; OConnor, Rod; Utech, Dan; SCHU

11:30 AM HOLD FOR PRESS TIME

11:45 AM Outside Hearing Room

Attendees: Leistikow, Dan; SCHU

11:45 AM DEPART HART SENATE BUILDING EN ROUTE

12:00 PM RAYBURN HOUSE OFFICE BUILDING

Attendees: SCHU

12:00 PM MEETING WITH CONGRESSMAN FRELINGHUYSEN

12:30 PM 2442 Rayburn House Office Building

Staff: Nolan, Utech

Meeting POC:

Scheduler - Tina Wei

(202) 225-5034

Attendees: Utech, Dan; Nolan, Betty; OConnor, Rod; Owens,

Missy; SCHU

12:35 PM DEPART RAYBURN HOUSE OFFICE BUILDING EN

12:45 PM ROUTE DOE

Attendees: SCHU

Page 1
Private Calendar

Printed on recycled paper



### **ACTUAL**

## SCHEDULE FOR ENERGY SECRETARY CHU Thursday, March 5, 2009

1:00 PM MEETING WITH
1:30 PM JOHNSON
Secretary's Office
Staff: Levin
Attending:

Kristina Johnson

Attendees: kristina.johnson@jhu.edu; Levin, Rebecca; SCHU

1:30 PM HOLD FOR LUNCH

2:00 PM Attendees: SCHU

2:00 PM CARBON CAPTURE AND STORAGE MEETING

3:00 PM Secretary's Office

Staff: Vic Der, Adam Cohn,

Attending: John Holdren

Attendees: Cohn, Adam; Der, Victor; Tierney, Sue; SCHU;

Levin, Rebecca

3:30 PM CALL WITH MICHAEL ANASTASIO (DIR, LANL)

4:00 PM Secretary's Office

Staff: Levin

-We will place call (505) 667-51501

-Follow up on privious conversation

Attendees: Levin, Rebecca; SCHU

4:00 PM PERSONNEL MEETING

5:00 PM Secretary's Office

Attending: Sue Tierney, Rod O'Connor, Mackey Dykes, Kristina

Johnson

Phone: Steve Koonin

Attendees: Tierney, Sue; OConnor, Rod; Dykes, Mackey; Levin, Rebecca; 'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu';

SCHU; Owens, Missy

5:00 PM INTEL BRIEFING

5:30 PM Secretary's Office

Attendees: OConnor, Rod; Borgia, Stanley J.; SCHU



### Washington, DC 20585

### SCHEDULE FOR ENERGY SECRETARY CHU

Friday, March 6, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM HOLD

**9:30 AM** Secretary's Conference Room Attendees: SCHU

**ACTUAL** 

# 10:00 AM MEETING WITH INEL DIRECTOR JOHN 10:30 AM GROSSENBACHER AND EXECUTIVES FROM WESTINGHOUSE, AREVA, DOW, ENTERGY GEN ATOMICS

Secretary's Office

Attending:

Linden Blue, Vice Chairman, General Atomics
Finis Southworth, Chief Technology Officer, AREVA NP Inc.
Joseph Belechak, Senior VP, Nuclear Fuels Business Unit,
Westinghouse
U.S. Citizen

Dan Keuter VP, Planning and Innovation Entergy U.S. Citizen

Fred Moore
Director, Manufacturing and Technology, Energy
Dow Chemical
U.S. Citizen

John Joseph Grossenbacher Director, Idaho National Laboratory U.S. Citizen

Mark Haynes VP, Energy Development General Atomics U.S. Citizen

Jeffrey C. Crater Vice President, Government Relations The Babcock & Wilcox Company (B&W) U.S. Citizen

Meeting POC: Glen Tait (202) 475-2221 Attendees: Levin, Rebecca; SCHU

### 10:30 AM SMART GRID STANDARDS

11:00 AM Secretary's Office

Staff: Hoffman, Lightner Briefing Memo: Hoffman

Topic: to discuss issues regarding the implementation of smart

grid standards (Interoperability Framework) and more

importantly, proposed actions.

Attending:

Dr. Galligar, NIST

Chairman Jon Wellinghoff- FERC

Cynthia Marlette- FERC Shelton Cannon- FERC Mary Beth Tighe- FERC

James Olthoff - NIST

Attendees: Hoffman, Patricia; Lightner, Eric; Levin, Rebecca;

OConnor, Rod; Owens, Missy; Harris, Skila; SCHU

### 10:30 AM SCHEDULING MEETING

11:30 AM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Gage, Peter; Scola,

Lindsay; Levin, Rebecca; Katz, David

#### 11:00 AM DROP BY WITH MARIO MOLINA

11:15 AM Secretary's Office

Dr. Molina and the Secretary are friends, no briefing materials

are required.

Attendees: SCHU

#### 11:45 AM DEPART DOE EN ROUTE WASHINGTON NAVY YARD

12:00 PM In Vehicle: Tom D'Agostino

Attendees: SCHU

12:00 PM REVIEW OF NUCLEAR PROGRAMS TOUR AND BRIEF

2:00 PM First Floor Model Room of Building 104, Washington Navy

Yard

Attending:

Secretary Winter

Tom D'Agostino

Note: Lunch will be served

Attendees: DAgostino, Thomas; SCHU

2:00 PM DEPART WASHINGTON NAVY YARD EN ROUTE

2:15 PM RAYBURN HOUSE OFFICE BUILDING

No staff in car Attendees: SCHU

2:15 PM MEETING WITH WAXMAN

3:10 PM 2204 Rayburn Building

Staff: Betty Nolan, Dan Utech

Briefing: Nolan

Attending:

Carol Browner, Assistant to the President for Energy and

Climate Change

Administrator Lisa Jackson (via speaker phone)

Congressman Ed Markey

Congressman Henry A. Waxman

Meeting POC:

Norah Mail

202-225-3976

Attendees: Nolan, Betty; Utech, Dan; OConnor, Rod; Owens, Missy; Levin, Rebecca; Reynolds, Tom; Leistikow, Dan; SCHU

3:10 PM DEPART RAYBURN HOUSE OFFICE BUILDING EN

3:20 PM ROUTE WHITE HOUSE

Attendees: SCHU

3:30 PM AUTO TASK FORCE MEETING

5:00 PM White House-Roosevelt Room

Staff: Rod O'Connor

Attending: Sec. Geithner

Sec. Solis

**Director Orszag** 

Chair Romer

**Larry Summers** 

Attendees: Owens, Missy; OConnor, Rod; Utech, Dan; SCHU

5:05 PM DEPART WHITE HOUSE EN ROUTE DOE

5:15 PM Attendees: SCHU

8:30 PM PHONE CALL WITH SUSAN KENNEDY

9:00 PM Cell: Attendees: SCHU (6)

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Washington, DC 20585

### SCHEDULE FOR ENERGY SECRETARY CHU

Monday, March 9, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM MEETING WITH ADAM COHEN

10:00 AM Secretary's Office

Personnel Meeting

Attendees: Owens, Missy; OConnor, Rod; Levin, Rebecca;

**SCHU** 

11:10 AM DEPART DOE EN ROUTE WHITE HOUSE

11:20 AM Attendees: SCHU

11:20 AM EXECUTIVE ORDER SIGNING WITH PRESIDENT

12:30 PM OBAMA

White House- West Executive Entrance

Attendees: OConnor, Rod; Owens, Missy; SCHU

12:35 PM DEPART WHITE HOUSE EN ROUTE DOE

12:45 PM Attendees: SCHU



(4/29/2009, 2:29:33 PM)

**ACTUAL** 

1:00 PM MEETING WITH GREG CRAIG

2:00 PM Secretary's Office

Staff: Rod O'Connor

Attending:

**Greg Craig** 

Roberto Gonzalez, Associate Counsel to the President and the

lead in our office for energy

Meeting POC: Catherine\_M.\_Whitney@who.eop.gov

Attendees: OConnor, Rod; Owens, Missy; Dykes, Mackey;

**SCHU** 

2:00 PM MEETING WITH NATHAN BARR

2:45 PM Secretary's Office

Staff: Nathan Barr, Rod O'Connor

-Preperation for NLCO event

Attendees: OConnor, Rod; Barr, Nathan; Leistikow, Dan;

Owens, Missy; SCHU

2:45 PM PERSONNEL MEETING

3:30 PM Secretary's Office

Attending: O'Connor, Mackey Dykes, Owens

Phone: Steve Koonin, Kristina Johnson wigh (b)(2)

Call in Number:

Attendees: OConnor, Rod; Dykes, Mackey; Levin, Rebecca; 'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu'; SCHU;

Owens, Missy

3:30 PM EVENT BRIEFING

4:30 PM Secretary's Office

Staff: Leistikow

- Briefing for Afternoon Interview

Attendees: Leistikow, Dan; Reynolds, Tom; OConnor, Rod;

Owens, Missy; Barr, Nathan; Rogers, Matt; SCHU

**ACTUAL** 

### SCHEDULE FOR ENERGY SECRETARY CHU Monday, March 9, 2009

4:30 PM DEPART DOE EN ROUTE REUTERS STUDIO

4:45 PM Staff: O'Connor, Leistikow

Attendees: SCHU

4:45 PM CHARLIE ROSE INTERVIEW

5:45 PM Reuters Studio 1333 H Street NW 5th floor

Staff:Dan Leistikow, Rod O'Connor

Attendees: Leistikow, Dan; Reynolds, Tom; Mueller, Stephanie;

OConnor, Rod; Owens, Missy; SCHU

6:00 PM DEPART REUTERS STUDIO EN ROUTE RESIDENCE

6:30 PM Attendees: SCHU

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Washington, DC 20585

**ACTUAL** 

## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, March 10, 2009

9:00 AM DEPART RESIDENCE EN ROUTE MARRIOTT

9:30 AM Attendees: SCHU

9:45 AM REMARKS AT NACO CONFERENCE

10:15 AM Marriott Wardman Park Hotel at 2660 Woodley Road NW

NACo CONFERENCE

Location

Marriott Wardman Park Hotel 2660 Woodley Road NW

Attendees:1300

Staff: Missy Owens

Advance Staff: Devin Hampton Press Staff: Dan Leistikow

Set-up:

You give remarks from the podium on a low stage. Attendees

will be seated at round tables in a hotel ballroom.

Sound/Podium:Podium with wired mic.

PRESS: OPEN

Format:

Sec. Donovan and Sec. Salazar speak

Valerie Brown, Supervisor from Sonoma County, CA and

NACo President election, introduces YOU

YOU deliver remarks for 20 minutes

YOU depart

Briefing Memo: Devin Hampton

Attendees: OConnor, Rod; Owens, Missy; Leistikow, Dan; Barr,

Nathan; Gage, Peter; Reynolds, Tom; SCHU

10:20 AM DEPART MARRIOTT WARDMAN PARK HOTEL EN

10:40 AM ROUTE DOE

Attendees: SCHU

10:45 AM MEETING WITH TOM DAGOSTINO

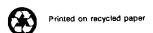
11:15 AM Secretary's Office

Staff: Tom DAgostino

Attendees: OConnor, Rod; DAgostino, Thomas; SCHU

(4/30/2009, 12:12:14 PM)

Page 1 **Private Calendar** 



## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, March 10, 2009

11:50 AM DEPART DOE EN ROUTE EPA

12:00 PM Attendees: SCHU

12:00 PM EE PRINCIPALS LUNCH

1:30 PM EPA HQ, 1200 Pennsylvania Ave

Attending: Carol Browner Secretary Salazar Nancy Sutley Secretary Vilsack

Lisa Jackson

Secretary LaHood John Holdren

Secretary Donovan

\*Principals Only

Attendees: OConnor, Rod; Owens, Missy; SCHU

1:30 PM DEPART EPA EN ROUTE DOE

1:40 PM Attendees: SCHU

2:00 PM MEETING WITH ARGONNE NATIONAL

3:00 PM LABORATORY DIRECTOR

Secretary's Office

MEETING WITH ARGONNE NATIONAL LABORATORY

**DIRECTOR** 

Location:Secretary's Office

Staff: Pat Dehmer, Adam Cohn

Attendees:

Robert Zimmer, President, University of Chicago

Eric Isaacs, Laboratory Director Designate, Argonne National

Laboratory

Briefing Memo: Pat Dehmer

Attendees: Levin, Rebecca; Dehmer, Patricia; Owens, Missy;

OConnor, Rod; Cohn, Adam; SCHU

3:00 PM HEARING PREPARATION

4:00 PM Secretary's Office

Staff: Utech, Nolan, Oconnor, Leistikow

Attendees: Nolan, Betty; Utech, Dan; OConnor, Rod; Owens, Missy; Leistikow, Dan; Reynolds, Tom; SCHU; Triay, Ines

### SCHEDULE FOR ENERGY SECRETARY CHU

Tuesday, March 10, 2009

### 4:00 PM MEETING WITH ARIZONA STATE UNIVERSITY 4:30 PM PRESIDENT AND MAYOR OF PHOENIX

Secretary's Office

MEETING WITH PHOENIX LEADERS

Location:Secretary's Office

PRESS:CLOSED

Staff: Rod O'Connor

Attendees:

Phil Gordon, Mayor of Phoenix

Michael Crow, President, Arizona State University

Ed Zuercher, Deputy Phoenix City Manager (Phoenix's

designated "stimulus czar")

Tom Ziemba, Ziemba Waid Public Affairs and representative to

both the City of Phoenix and ASU

Attendees: OConnor, Rod; Owens, Missy; SCHU

## 4:30 PM MEETING WITH LOS ANGELES MAYOR ANTONIO 5:00 PM VILLARAIGOSA

Secretary's Office Staff:OConnor

#### Attending:

Antonio Villaraigoso, Mayor, Los Angeles, CA Diego Alvarez, Deputy Mayor, Los Angeles Jim Clarke, Federal Affairs Manager, Los Angeles Eric Garcetti, Council President, Los Angeles Wendy Greuel, City Controller, Los Angeles Jim Seeley, Federal Legislative Representative, Los Angeles

Meeting POC: James Seely

Attendees: OConnor, Rod; Owens, Missy; SCHU

### 5:30 PM MEETING WITH DAN COHEN, RITA WELLS

5:45 PM Secretary's Office

Attendees: Owens, Missy; OConnor, Rod; Cohen, Daniel; Fygi,

Eric; SCHU; Wells, Rita

### 8:05 PM DEPART DOE EN ROUTE 1301 CONSTITUTION

### 8:15 PM AVENUE, NW WASHINGTON, DC

Attendees: SCHU

## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, March 10, 2009

## 8:30 PM REMARKS AT THE INTEL SCIENCE TALENT SEARCH 8:40 PM AWARDS

1301 Constitution Avenue, NW Washington, DC INTEL SCIENCE TALENT SEARCH AWARDS Location: 1301 Constitution Avenue, NW

Attendees: 600 Site:Devin Hampton

Set-up: You give remarks from the podium on a low stage.

Attendees will be seated at round tables. Sound/Podium:Podium with wired mic.

PRESS: OPEN

#### Format:

General Colin L. Powell, US Army (Ret.), Craig Barrett, and Elizabeth Marincola speak
YOU are introduced by Bob Schieffer
YOU will speak for 5 minutes
YOU depart

Briefing Memo: Devin Hampton

Attendees: OConnor, Rod; Barr, Nathan; Owens, Missy; Levin,

Rebecca; Leistikow, Dan; SCHU

### 8:45 PM DEPART 1301 CONSTITUTION AVENUE EN ROUTE

8:55 PM RESIDENCE

Attendees: SCHU



Washington, DC 20585

ACTUAL

### SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, March 11, 2009

9:20 AM DEPART RESIDENCE EN ROUTE DIRKSEN SENATE

9:30 AM OFFICE BUILDING

Attendees: SCHU

9:30 AM SENATE BUDGET COMMITTEE HEARING

12:00 PM SD 608- Dirksen Senate Office Building

Staff: Dan Utech, Dan Leistikow, Rod Oconnor, Betty Nolan,

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J Ship (6)(2)

Rebecca Levin

9:30-10:00am- Hold Room: 604 10:00am-12:00pm- Hearing

Adavance Staff: Peter Gage

Attendees: Nolan, Betty; Utech, Dan; OConnor, Rod; Owens, Missy; Levin, Rebecca; Gage, Peter; Barr, Nathan; Leistikow,

Dan: SCHU

12:00 PM PRESS TIME

12:30 PM Hallway outside of Hearing Room

Staff: Stephanie Mueller

Attendees: SCHU

12:35 PM DEPART DIRKSEN SENATE OFFICE BUILDING EN

12:45 PM ROUTE DOE

Attendees: SCHU

12:45 PM CALL TIME

1:15 PM Attendees: SCHU

1:15 PM PERSONNEL MEETING

2:00 PM Secretary's Office

Attending: O'Connor, Mackey Dykes, Owens

Phone: Steve Koonin, Kristina Johnson

Call in Number: (b)(L)
Attendees: OConnor, Rod; Dykes, Mackey; Levin, Rebecca;

'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu'; SCHU;

Owens, Missy

Printed on recycled paper

### SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, March 11, 2009

2:00 PM CALL TIME

3:00 PM Secretary's Office

Attendees: Levin, Rebecca; SCHU

3:00 PM ARPA-E MEETING

4:00 PM Secretary's Office

Staff: Isakowitz, Kosinski, Rogers

Attendees:

Kristina Johnson

Jane (Xan) Alexander

Rick Dunn

Attendees: Isakowitz, Steve; Kosinski, Shane; Rogers, Matt;

'kristina.johnson@jhu.edu'; SCHU

4:00 PM CYBER THREAT BRIEFING

4:45 PM GA-293

Staff: Stan Borgia

Attending:

James Goslar

Dr. Tom Huner

Attendees: Borgia, Stanley J.; OConnor, Rod; SCHU

### SCHEDULE FOR ENERGY SECRETARY CHU

Wednesday, March 11, 2009

5:00 PM MEETING ON TRANSMISSION CORRIDORS--THE 6:00 PM "NATIONAL ELECTRONIC SUPERHIGHWAY"

> Secretary's Conference Room Staff: Patricia Hoffman

Attending:

Baskerville, BPA

Secretary Salazar; Steve Black (DOI), David Hayes (DOI), Mike Pool (DOI) Secretary Vilsack, John Norris, USDA Chief of Staff Jon Wellinghoff, FERC Chairman, Jeff Right, FERC, Sonya

\* Meeting requested by Secretary Salazar

Steve Black
David Hayes
Mike Pool
Sec. Ken Salazar\* Security Detail
Sec. Thomas Vilsack\* Security Detail
John Norris
Jon Wellinghoff
Jeff Right
Sonya Baskerville, BP

Attendees: OConnor, Rod; Owens, Missy; Hoffman, Patricia; McCollough, James; Gage, Peter; SCHU; Rogers, Matt

6:30 PM MEETING WITH TOM D'AGOSTINO

6:45 PM Secretary's Office

Regarding: Special Program

Attendees: DAgostino, Thomas; OConnor, Rod; SCHU

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Washington, DC 20585

**ACTUAL** 

## SCHEDULE FOR ENERGY SECRETARY CHU Thursday, March 12, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM DEPART RESIDENCE EN ROUTE EEOB

9:15 AM Attendees: SCHU

9:15 AM ADDRESS ECONOMIC RECOVERY MEETING WITH

10:00 AM STATE CZARS

EEOB- 450

Staff: Matt Rogers

Format:

-YOU will speak first and introduce the VPOTUS

Attendees: Owens, Missy; OConnor, Rod; Rogers, Matt; SCHU

9:45 AM OFFICE TIME (MEETING WITH MATT ROGERS)

**10:45 AM** Office 198 EEOB

Format:

-YOU will be meeting with Matt Rogers about the ARRA

Implementation meeting.

Attendees: Rogers, Matt; SCHU

10:45 AM ARRA IMPLEMENTATION MEETING

11:45 AM EEOB 276

Staff: Matt Rogers

Format:

- YOU will meet with the Cabinet or their representative to

discuss implementation of ARRA.

- YOU will make brief remarks.

Attendees: Rogers, Matt; OConnor, Rod; Owens, Missy; Gage,

Peter; SCHU

11:50 AM DEPART EEOB EN ROUTE DOE

12:00 PM Attendees: SCHU



12:15 PM CALL WITH CONGRESSMAN MARTIN HEINRICH

12:30 PM Secretary's Office

Staff: Adam Cohn

Briefing Materials: Adam Cohn, Betty Nolan (bio)

We will place call: (202) 225-5313

Attendees: Nolan, Betty; Utech, Dan; OConnor, Rod; Owens,

Missy; Cohn, Adam; SCHU

12:30 PM CALL WITH CONGRESSWOMAN SHELLEY BERKLEY

12:45 PM Secretary's Office

We will place call (202) 225-5965

Staff: Utech

Briefing Materials: Utech, Nolan (Bio)

Attendees: Utech, Dan; OConnor, Rod; Owens, Missy; Nolan,

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Betty; SCHU

12:45 PM CALL WITH PER F. PETERSON

1:15 PM Secretary's Office

We will place call

-Yucca Mountain -

Attendees: OConnor, Rod; Owens, Missy; SCHU

1:15 PM CALL WITH GE CEO, JEFF IMMELT

1:35 PM Secretary's Office

Staff: Rod Oconnor

Briefing Materials: Bio (Jerry)

We will place call 212-664-6618

Attendees: OConnor, Rod; Owens, Missy; SCHU

1:45 PM DEPART DOE EN ROUTE EEOB

1:55 PM Attendees: SCHU

2:00 PM EE PRINCIPALS MEETING

**3:00 PM** 226 of the EEOB

Will be escorted from West Exec

\*Principals Only

Attendees: Owens, Missy; Utech, Dan; OConnor, Rod; SCHU

3:00 PM DEPART EEOB EN ROUTE DOE

3:10 PM Attendees: SCHU

3:15 PM MEETING WITH GOV. ED RENDELL

3:45 PM Secretary's Office

3:45 PM PERSONNEL MEETING

4:45 PM Secretary's Office

Attending: O'Connor, Mackey Dykes, Owens

Phone: Steve Koonin, Kristina Johnson

Call in Number:

Attendees: OConnor, Rod; Dykes, Mackey; Levin, Rebecca;

'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu'; SCHU;

Owens, Missy

4:45 PM RECOVERY ACT MEETING

**5:45 PM** Secretary's Office

Attendees: Isakowitz, Steve; Rogers, Matt; SCHU

6:00 PM BRIEFING FOR WI EVENT

**6:15 PM** Secretary's Office

Staff: Leistikow, Gage

Attendees: OConnor, Rod; Leistikow, Dan; Gage, Peter; Owens,

Missy; Scola, Lindsay; Reynolds, Tom; SCHU

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Washington, DC 20585

#### \*ACTUAL\*

### Schedule for U.S. Energy Secretary Steven Chu Friday, March 13<sup>th</sup>, 2009 Washington, DC → Milwaukee, WI → Washington, DC

Weather:

Washington, DC Milwaukee, WI

AM Snow Showers; High 44 // Low 34; 40% chance of snow

Partly Cloudy; High 39 // Low 26; 10% chance of rain

Time Zone:

Washington, DC Milwaukee, WI

Eastern Daylight Time Zone Central Daylight Time Zone

**Traveling Staff:** 

Trip Director

Travis Dredd Dan Leistikow

Communications Director

Milwaukee, WI

DOSA Lead Peter Gage Devin Hampton

Attire:

Meetings: Business Casual

Weatherization Event: Casual, Warm Jacket

Scheduling contact:

Lindsay Scola

Friday, March 13th, 2009

Washington, DC → Milwaukee, WI → Washington, DC

AM

SECRETARY'S RESIDENCE

6:15 - 6.30 am

EN ROUTE THE FBO

Limo: S1

NOTE:

INDEPENDENT STAFF MOVEMENT:

6:00 am EN ROUTE FBO

7:00 - 8:00 am

WHEELS UP MILWAUKEE, WI

FBO:

Washington, DC (DCA)

Reagan National Airport

Airline:

1 Aviation Circle

Washington, DC 20001

Airline:

Midwest Airlines



Manifest:

Dan Leistikow

Travis Dredd

ADTRAV Phone: (202) 586-4205

ADTRAV Emergency: Sandi

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8:00 - 8:10 am

ARRIVE // LOAD

FBO:

General Mitchell International Airport (MKE)

5300 South Howell Ave. Milwaukee, WI 53207

Airline:

Midwest Airlines

8:10 - 8:30 am

EN ROUTE DISCOVERY WORLD

Limo: S1, Dan Leistikow, Travis Dredd, John Broder

NOTE:

John Broder, NY Times will be traveling with S1

8:35 - 8:55 am

**HOLD-CALL** 

Location:

Conference Room

Site:

Peter Gage

Staff:

Travis Dredd

Note:

Call with Saudi Arabian Oil Minister, Ali Al-Naimi

9:00 - 10:15 am

MEETING WITH GREAT LAKES BIOENERGY RESEARCH CENTER AT THE UNIVERSITY OF WISCONSIN MADISON

Attire:

**Business Casual** 

Location:

Discovery World

500 N Harbour Street

Milwaukee, WI 53202

Room:

Pilot House room

Phone:

(414) 765-8656

Fax:

(414) 765-0311

Attendees:

**Governor Jim Doyle** 

Carolyn "Biddy" Martin, Chancellor of the University

of Wisconsin-Madison

Tim Donohue, PI, Great Lakes Bioenergy Research

Irwin Goldman, Associate Dean, College of

Agricultural and Life Sciences Research Division, UW-

Madison

Steve Slater, GLBRC Scientific Programs Manager Sandra Austin-Phillips, Scientist, GLBRC Biomass Processing, Senior Scientist, Biotechnology Center,

**UW-Madison** 

James Dumesic, Scientist, GLBRC Bioconversion, Professor of Chemical and Biological Engineering, UW-

Madison

Robert Landick, Lead Scientist, GLBRC

Bioconversion Professor of Bacteriology, UW-Madison

Randy Jackson, Scientist, GLBRC Sustainability, Assistant Professor of Grassland Ecology, Agronomy,

**UW-Madison** 

Paul Meier, Scientist, GLBRC Sustainability Director,

UW-Madison Energy Institute, UW-Madison

Site:

Peter Gage

Set-up:

Conference room with round table and chairs.

PRESS:

**CLOSED** 

#### Format:

- YOU will introduce yourself and invite the other participants to do the same.

- Engage participants in conversation.

NOTE:

John Broder will be attending the first 10 minutes of this

meeting.

10:20 - 10:40 am

#### **HOLD-CALL**

Location:

Conference Room

Site:

Peter Gage

Staff:

Travis Dredd

Note:

Call with Algerian Minister Khelil

10:45 - 11:45 am

### WEATHERIZATION ROUND TABLE

Attire:

**Business Casual** 

Location:

Discovery World 500 N Harbour Street

Room:

Pilot House room

Phone:

(414) 765-8656

T 11011

(414) 765 0000

Fax:

(414) 765-0311

Attendees:

#### Governor Jim Doyle

Mayor Tom Barrett, Milwaukee, WI

Joel Rogers, Center on Wisconsin Strategy (COWS), Director of the

Center for

Deborah Blanks, Social Development Commission (SDC), Chief

**Executive Officer** 

Ann Beier, Sustainability Director, City of Milwaukee

Earl Buford, Executive Director of Building Industry Group Skilled Trades Employment (BIG-STEP) and Wisconsin Regional Training

Partnership (WRTP)

Mary Schlaefer, Executive Director, Wisconsin Energy Conservation

Corporation

Gale Klappa, Chairman, President and Chief Executive Officer, WE

Energy

Phil Neuenfeldt, Secretary-Treasurer and Legislative Director of the

Wisconsin State AFL-CIO

Eric Callisto, Chairperson of the Public Service Commission of

Wisconsin

Site:

Peter Gage Gil Sperling

Staff: Set-up:

Conference room with round table and chairs.

4/30/2009

PRESS:

**CLOSED** 

### Format:

- YOU will be greeted by meeting participants.
- Governor Doyle will give welcome remarks
- Governor Doyle will introduce YOU
- YOU will give brief remarks
- Discussion with participants

NOTE:

John Broder will be attending the first 10 minutes of this

meeting.

NOTE:

**INDEPENDENT STAFF MOVEMENT:** 

10:30am

EN ROUTE HOME OF BARBARA OSTOVICH

Staff 1: Gage, Hampton

11:45 – 12:00 pm

**HOLD- CALL** 

Location:

Conference Room

Staff:

Travis Dredd

Note: Call with Qatari Minister Al-Attiyah

12:00 - 12:30 pm

LUNCH

Location:

Conference Room

Staff:

Travis Dredd

Press Staff:

Dan Leistikow

Attending:

John Broder

12:30 - 12:45 am

EN ROUTE HOME OF BARBARA OSTOVICH

Governor Doyle's Vehicle: S1, Governor Doyle, Travis Dredd, Dan

Leistikow

1:00 - 1:45 am

WEATHERIZATION EVENT AND HOME VISIT

Attire:

Casual, Warm Jacket and Work Boots

Location:

\_Home of Barbara Ostovich.

Milwakee, WI

Site:

Devin Hampton

Staff:

Dan Leistikow

Attending:

Set-up:

Home that is in the Weatherization

Remarks:

NO

PRESS:

Pooled

### Format:

- YOU will arrive with Governor Doyle.
- YOU will tour the outside of the home.
- Enter home and stop by 4 rooms undergoing weatherization. (Kitchen, Bedroom, Attic, Basement)
- Exit house through front door and off of porch.

1:45 - 2:15 am

PRESS TIME: AVAIL

Attire:

Casual, Warm Jacket and Work Boots.

Location:

Home of Barbara Ostovich

Milwakee, WI

Site: Staff: **Devin Hampton** Dan Leistikow

Site:

Peter Gage

Set-up:

Microphone on a stand.

PRESS:

**OPEN** 

### Format:

- YOU will give brief remarks
- Governor Doyle will give brief remarks
- Congresswoman Moore will give brief remarks
- YOU will participate in brief question and answer.

2:30 - 2:50 pm

**EN ROUTE FBO** 

Limo: S1, Dredd, Leistikow

3:10 - 3:30 pm

**CALL** 

Location:

Limo

Staff:

Travis Dredd, Leistikow

Note: Call with Brazilian Minister Edison Lobao

NOTE:

INDEPENDENT STAFF MOVEMENT:

2:45pm

**EN ROUTE FBO** 

Staff 1: Gage, Sperling (Broder)

4:10 - 6:59 pm

WHEELS UP WASHINGTON, DC

FBO:

General Mitchell International Airport (MKE)

I high (3)(2)

5300 South Howell Ave. Milwaukee, WI 53207 Airline: Midwest Airlines

Manifest:

Dan Leistikow Travis Dredd Peter Gage Gil Sperling

ADTRAV Phone: (202) 586-4205

ADTRAV Emergency: Sandi

7:00 - 7:10 pm

ARRIVE // LOAD

FBO:

Washington, DC (DCA) Reagan National Airport

Airline: Midwest Airlines

1 Aviation Circle

Washington, DC 20001

7:10 - 7:20 pm

EN ROUTE RESIDENCE

Limo: S1

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			,		



Washington, DC 20585

**ACTUAL** 

### SCHEDULE FOR ENERGY SECRETARY CHU Monday, March 16, 2009

8:45 AM DEPART RESIDENCE EN ROUTE DOE

**8:55 AM** Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: OConnor, Rod; Leistikow, Dan; West, Phil; Levin,

Rebecca; SCHU; Reynolds, Tom

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: OConnor, Rod; Levin, Rebecca; SCHU; Owens,

Missy

9:30 AM BRIEFING FOR NATIONAL LEAGUE OF CITIES

10:00 AM REMARKS

Secretary's Office

Staff: Barr, Sperling

Attendees: Barr, Nathan; Sperling, Gil; Owens, Missy;

OConnor, Rod; Leistikow, Dan; SCHU

### 10:00 AM SENIOR LEADERSHIP MEETING

11:00 AM 7E-069

Attendees: OConnor, Rod; Leistikow, Dan; Isakowitz, Steve; Pyke, Tom; Nolan, Betty; Whatley, Annie; Wells, Rita; Genovese, Natalie; Gruenspecht, Howard; Hoffman, Patricia; Byrd, Stacy (WAPA Liaison); Triay, Ines; Young, Loretta; Der, Victor; Vinson-Ball, Valerie; Fygi, Eric; Podonsky, Glenn; Parker, Diane; Marmolejos, Poli; Franklin, Rita; Friedman, Greg; Taylor, Diane; Geiser, David; Johns, Linda M.; George, Jonathan, Brig Gen, USAF; Khanna, Sue; Johnson, Shane: Barnette, Sharon; Shrier, Jonathan; Swinson, Wanda; Kouts, Christopher; Gibson, Kimberly; Dehmer, Patricia; Moody, Demetrice; Leistikow, Dan; Jones, Everlener; Nicoll, Eric; Dodd, Jack (WAPA Liaison); Dickerson, Katharine; Borgia, Stanley J.; Henderson, Robin; DAgostino, Thomas; Stewart, John M (NNSA); Baker, Ken (NNSA); Baskerville, Sonya; Strong, Tania; Johnson-Tolbert, Audrey; Dykes, Mackey; Jones, Everlener; Baskerville, Sonya; Moe, Darrick (SWPA Liaison); Kolb, Ingrid; Ostendorff, Bill; Levin, Rebecca; Chalk, Steven; Staton, Carl; Roberts, Lisa; James, Sarita; Owens, Missy; Rogers, Matt; Dredd, Travis; Gage, Peter; SCHU

### 11:00 AM REFORM AGENDA

11:15 AM Secretary's Office

Attendees: Utech, Dan; Saavedra, Jerry; Dredd, Travis;

OConnor, Rod; SCHU

11:15 AM CALL TIME

12:00 PM Attendees: SCHU

12:00 PM HOLD FOR LUNCH

12:30 PM Attendees: SCHU

12:30 PM OFFICE TIME

1:15 PM Staff: Becca

Attendees: SCHU

1:15 PM HEARING PREPARATION

2:00 PM Secretary's Office

For House Science and Technology Committee 3/17/2009 Attendees: Leistikow, Dan; Nolan, Betty; Utech, Dan; OConnor, Rod; Owens, Missy; SCHU

2:00 PM PERSONNEL MEETING

3:00 PM Secretary's Office

Attending: O'Connor, Mackey Dykes, Owens, Kristina Johnson

Phone: Steve Koonin

Call in Number: June (b) (2)
Attendees: OConnor, Rod; Dykes, Mackey; Levin, Rebecca; 'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu'; SCHU;

Owens, Missy

3:00 PM DEPART DOE EN ROUTE MARRIOTT WARDMAN

3:20 PM PARK HOTEL

Attendees: SCHU

3:30 PM NATIONAL LEAGUE OF CITIES REMARKS

3:50 PM Marriott Wardman Park Hotel, 2660 Woodley Road, NW

Staff:Leistikow

Briefing: Barr

Format:

- YOU will be greeted by Board of Directors of National League

of Cities

- YOU will address 2500 people for 20 minutes

- YOU will exit

Attendees: Barr, Nathan; Owens, Missy; Gage, Peter; OConnor, Rod; Leistikow, Dan; Reynolds, Tom

3:55 PM DEPART MARRIOTT WARDMAN PARK HOTEL EN

4:15 PM ROUTE DOE

Attendees: SCHU

4:30 PM MEETING WITH CHAIRMAN XIE ZHENHUA

5:00 PM Secretary's Office

Staff:

Briefing Materials:

Meeting POC: Zhong Hua

(202) 745-6505

(202) 236-2098

Staff: O'Connor, Phyllis Yoshida, Tom Cutler, and Ehr-ping

Huangfu

Briefing Materials: Jonathan Shrier

Attendees:

XIE Zhenhua, Vice Chairman NDRC

SU Wei, Director General

LI Bin, Deputy Director General

LI Gao, Director

WANG Shancheng, Director

YI Xianliang, Director

SUN Guoshun, Director

GAO Hairan, Program Officer

LI Cong, Program Officer

Attendees: Shrier, Jonathan; McCollough, James; Cutler,

1 (h)(6)

Thomas; OConnor, Rod; Owens, Missy; SCHU

5:00 PM MEETING WITH

5:45 PM Secretary's Office

Meeting POC: Attendees: SCHU; OConnor, Rod

6:00 PM MEETING WITH STEVE ISAKOWITZ

6:15 PM Secretary's Office

Attendees: Isakowitz, Steve; OConnor, Rod; SCHU



Washington, DC 20585

**ACTUAL** 

## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, March 17, 2009

9:00 AM DEPART RESIDENCE EN ROUTE RAYBURN HOUSE

9:15 AM OFFICE BUILDING

Attendees: SCHU

9:15 AM DROP BY WITH CONGRESSMAN BRIAN BAIRD

9:30 AM (CHAIRMAN-SUBCOMMITTEE ON ENERGY AND

**ENVIRONMENT**)

Rayburn House Office Building 2350

Staff: Nolan Briefing: Nolan

Attendees: Nolan, Betty; Utech, Dan; OConnor, Rod; SCHU

9:30 AM HOLD

10:00 AM Attendees: SCHU

10:00 AM HOUSE SCIENCE AND TECHNOLOGY COMMITTEE 12:00 PM 2318 Rayburn House Offfice Bldg

10:00 - 12:00pm

HOUSE SCIENCE AND TECHNOLOGY COMMITTEE

Location:

Rayburn House Office Building

Room 2318

Staff:

Betty Nolan, Dan Utech

Advance Staff:

Devin Hampton

Attendees:

Brian Baird, Chairman, House Science and Technology Subcommittee on Energy and Environment Lisa Austin, Chief of Staff, Congressmen Brian Baird

Jacqh (b)

Page 2
Private Calendar

(4/3/2009, 11:33:49 AM)

12:00 PM MEET AND GREET

**12:30 PM** Room 2320

Attendees: SCHU

12:30 PM HOLD

12:40 PM Attendees: SCHU

12:40 PM PRESS AVAILABILITY

1:00 PM Hallway outside of Room 2318

Attendees: SCHU

1:05 PM DEPART RAYBURN HOUSE OFFICE BUILDING EN

1:15 PM ROUTE DOE

Attendees: SCHU

1:30 PM ENVIRONMENTAL GROUPS MEETING

2:30 PM Secretary's Conference Room

Attending:

- Frances Bienecke, Natural Resources Defense Council
- Mark MacLeod, Environmental Defense Fund (surrogate for Fred Krupp)
- Margie Alt, Environment America
- Alden Meyer, Union of Concerned Scientists (surrogate for Kevin Knoblach)
- Carl Pope, Sierra Club
- Carter Roberts, World Wildlife Fund
- Robert Bendick, Nature Conservancy (surrogate for Mark Tercek)
- John Podesta, Center for American Progress
- Tiernan Sittenfeld, League of Conservation Voters (surrogate for Gene Karpinski)
- Larry Schweiger, National Wildlife Federation

Attendees: SCHU; OConnor, Rod

## 3:00 PM MEET AND GREET WITH ENERGY EFFICIENCY AND 3:30 PM RENEWABLE ENERGY OFFICE

6C-016

Staff: Matt Rogers Briefing: Emily Slota

#### Format:

- YOU will greet members of the office.

Attendees: Slota, Emily; Rogers, Matt; OConnor, Rod; SCHU

### 3:30 PM MEET AND GREET WITH CFO OFFICE

4:00 PM 4A-253

Staff: Matt Rogers Briefing: Emily Slota

#### Format:

- YOU will greet members of the office.

Attendees: OConnor, Rod; Slota, Emily, Rogers, Matt; Kinsey, Nell; SCHU

#### 4:00 PM BUILDING TRADE UNIONS

5:00 PM Secretary's Conference Room

Attendees:

**AFL-CIO:** 

Pres. Mark Ayers, BCTD

Pres. Ed Hill, IBEW

Pres. Terence O'Sullivan, LIUNA

Pres. John Flynn, BAC

Pres. Bill Hite, UA

Carpenters: President Douglas J. McCarron Operating engineers: VINCENT J. GIBLIN

Attendees: SCHU; OConnor, Rod

5:00 PM RUSSIA NUCLEAR COOPERATION

**5:30 PM** Secretary's Office

Staff: Cohn

Briefing: Adam Cohn

key issues related to cooperation with Russia on nuclear security and nuclear energy that will likely be discussed during a highlevel interagency meeting next week.

Attendees: DAgostino, Thomas; Baker, Ken (NNSA); Johnson,

Shane; Shrier, Jonathan; Cohn, Adam; SCHU

5:30 PM MEETING WITH TOM DAGOSTINO

5:45 PM Secretary's Office

Attendees: DAgostino, Thomas; Owens, Missy; SCHU

5:45 PM CALL TIME

6:00 PM Attendees: SCHU

6:00 PM MEETING WITH THE EMBASSY OF SPAIN MINISTER,

6:30 PM MR. MIGUEL SEBASTIÁN

Secretary's Conference Room

Staff: Phyllis Yoshida, Daniel Colombo

Briefing:Jonathan Shrier

Meeting POC: (202) 728-6778

Attendees: Ballou, Kimberly; Owens, Missy; OConnor, Rod; McCollough, James; Cutler, Thomas; Shrier, Jonathan; SCHU

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Washington, DC 20585

## SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, March 18, 2009

**ACTUAL** 

Printed on recycled paper

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Washington, DC 20585

**ACTUAL** 

## SCHEDULE FOR ENERGY SECRETARY CHU Thursday, March 19, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM

9:00 AM PRESS BRIEFING

9:15 AM POC: Dan Leistikow

9:15 AM MORNING BRIEFING

9:30 AM Staff: Rod Oconnor, Rebecca Levin

9:30 AM OFFICE TIME

10:00 AM Personal Mail

10:00 AM MEETING WITH

11:00 AM Staff: Rod O'Connor, Mackey Dykes

7 (8)(6)

Personnel meeting

11:00 AM MEETING WITH MISSY OWENS

11:30 AM

11:30 AM INTELLIGENCE AND COUNTERINTELLIGENCE

12:00 PM BRIEFING

12:00 PM HOLD FOR LUNCH

12:30 PM

12:30 PM MEET WITH JOHN SCHUELER

1:00 PM WH web bio

1:00 PM SPEECH PREP

1:30 PM Staff: Nathan Barr

2:00 PM OFFICE TIME

4:00 PM

4:00 PM AUTO PRE MEETING

**4:30 PM** Attending:

Matt Rogers Lach Seward

Lach beward

Steve Chalk

Dan Utech

Page 1 Internal Distribution



4:30 PM MEETING WITH TOM DAGOSTINO- PRE BRIEFING

5:00 PM Staff: Dagostino, Cohn

6:00 PM PHONE CALL WITH 6:30 PM He will call us.

7 (6)(6)



Washington, DC 20585

**ACTUAL** 

### SCHEDULE FOR ENERGY SECRETARY CHU Friday, March 20, 2009

8:40 AM DEPART RESIDENCE EN ROUTE WHITE HOUSE

9:20 AM Attendees: SCHU

9:30 AM MEETING WITH RAHM EMANUEL

10:00 AM White House-Rahm Emanuel's Office

Staff:

Briefing:

Attendees: OConnor, Rod; Owens, Missy; SCHU

10:15 AM NSC PRINCIPLES COMMITTEE MEETING

11:45 AM White House Situation Room

Attendees: SCHU

10:30 AM SCHEDULING MEETING

11:30 AM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Gage, Peter; Scola,

Lindsay; Levin, Rebecca; Katz, David

11:45 AM DEPART WHITE HOUSE EN ROUTE 1908 L ST NW,

11:55 AM WASHINGTON, DC

1908 L St. NW

202-296-4555

1908 L St NW

Washington, DC 20036

Attendees: SCHU

12:40 PM 1908 L ST NW, WASHINGTON, DC EN ROUTE POST

12:50 PM HEADQUARTERS

Attendees: SCHU



1:00 PM	WASHINGTON POST KEYNOTE ADDRESS
1:30 PM	Post headquarters, 1150 15th St., NW

Location: Washington Post Headquarters 1150 15th St., NW Call Time: 12:55 pm Attendees: 200 Set-up: You give remarks from the podium on a low stage. Attendees will be seated in the auditorium in the round Advance Staff: Tony Rediger Janof Wille Press Staff: Dan Leistikow Sound/Podium:

Private Calendar eleprompter:

(4/3/2009, 10:11:41 AM)

Podium with wired mic

1:45 PM DEPART POST HEADQUARTERS EN ROUTE DOE

2:00 PM Attendees: SCHU

2:15 PM PRE BRIEF SECRETARIAL INTERDEPARTMENTAL

3:00 PM MEETING W/ DOE- DOI - USDA & FERC

**OE Situation Room** 

Attendees:

Skila Harris

Pat Hoffman

Tony Como

David Meyer

Eric Lightner

Rod O'Connor

Matt Rogers

Attendees: Harris, Skila; OConnor, Rod; Como, Anthony; Hoffman, Patricia; Meyer, David; Lightner, Eric; Rogers, Matt; SCHU

### 3:15 PM MEETING WITH MATT ROGERS

4:00 PM Secretary's Office

Attending:

Matt Rogers

Steve Isakowitz

Doug Schultz

Shane Kosinski

Attendees: SCHU; Rogers, Matt; Isakowitz, Steve; Schultz,

Douglas; Kosinski, Shane

### 4:00 PM MEETING WITH HENRY KELLY

4:45 PM Secretary's Office

Staff: Mackey Dykes

Attendees: OConnor, Rod; Owens, Missy; Dykes, Mackey;

**SCHU** 

4:45 PM SCHEDULING MEETING

5:15 PM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Gage, Peter; Scola,

Lindsay; Levin, Rebecca; Katz, David; SCHU

5:30 PM PERSONNEL MEETING

**6:30 PM** Secretary's Office

Attending: O'Connor, Mackey Dykes, Owens, Kristina Johnson

Phone: Steve Koonin

Call in Number: \_\_\_\_\_ \( \) \( \) \( \) \( \) Attendees: OConnor, Rod; Dykes, Mackey; Levin, Rebecca; 'steve.koonin@uk.bp.com'; 'kristina.johnson@jhu.edu'; SCHU;

Owens, Missy



## The Secretary of Energy Washington, DC 20585 SCHEDULE FOR ENERGY SECRETARY CHU Saturday, March 21, 2009

**ACTUAL** 

5:30 PM GRIDIRON DINNER

9:00 PM Marriott Renaissance Hotel (9th and New York Avenue) Advance Staff: Devin Hampton Devin Hampton (301) 702-1249

notes: White Tie

Attendees: Gage, Peter; OConnor, Rod; Owens, Missy;

Hampton, Devin

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Washington, DC 20585

### \*ACTUAL\*

Schedule for U.S. Energy Secretary Steven Chu Monday, March 23<sup>rd</sup>, 2009 Washington, DC → Upton, NY→ Washington, DC

Weather: Washington, DC Upton, NY	Partly Cloudy; High 55 // Low 33; 10% chance of rain Partly Cloudy; High 42 // Low 27; 20% chance of rain					
Time Zone: Washington, DC Upton, NY	Eastern Daylight Time Eastern Daylight Time					
Traveling Staff: Trip Director Deputy Communications Director	Rebecca Levin Tom Reynolds					
Upton, NY DOSA Trip Coordinator	Peter Gage Francis Iacobucci					
Security:						
Attire: Business	***************************************	k <sub>egge</sub> re ir				
Scheduling contact:	Lindsay Scola		cell			
	Monday, March 23 <sup>th</sup> , 2009		<del>-</del>			
Washington,	$DC \rightarrow Upton, NY \rightarrow Wash$	nington, DC				
AM SECRETA	ARY'S RESIDENCE					
NOTE: <u>INDEPEN</u>	DENT STAFF MOVEMEN	<u>/T:</u>				
	EN ROUTE SECRETARY'S RESIDENCE					

8:15 - 9:15 am

**EN ROUTE BWI** 

Limo: S1, Reynolds, Levin

9:55 - 10:55 am

WHEELS UP UPTON, NY

Airport:

Baltimore, Washington (BWI)

MD 21240-0766

Airline:

Southwest Airlines

Manifest:

S1

Rebecca Levin

Tom Reynolds

ADTRAV Phone: (202) 586-4205

ADTRAV Emergency: Sandi

J high (6)(2)

10:55 - 11:05 am

ARRIVE // LOAD

Airport:

Long Island MacArthur Airport

Ronkonkoma, NY 11779

Airline:

Southwest Airlines

11:05 - 11:35 am

EN ROUTE BNL

Limo: S1, Reynolds, Levin, Jeff Goodell

NOTE:

Jeff Goodell, Rolling Stone will be traveling with S1

11:35 - 11:40 am

ARRIVE BROOKHAVEN NATIONAL LAB, GREET

Location:

Brookhaven National Lab

Upton, NY 11973

Center for Functional Nanomaterials, West Entrance

Attendees:

Sam Aronson, Laboratory Director, Brookhaven National Laboratory Doon Gibbs, Deputy Director for Science and Technology, Brookhaven

National Laboratory

Michael Holland, Manager, DOE Brookhaven Site Office

Site:

Peter Gage

Staff:

Patricia Dehmer

PRESS:

**CLOSED** 

11:45 - 12:30 pm

**TOUR OF FACILITY** 

Location:

Brookhaven National Lab

Rooms:

Center for Functional Nanomaterials National Synchrotron Light Source

Relativistic Heavy Ion Collider STAR detector

Attendees:

**Sam Aronson**, Laboratory Director, Brookhaven National Laboratory **Doon Gibbs**, Deputy Director for Science and Technology, Brookhaven

National Laboratory

Michael Holland, Manager, DOE Brookhaven Site Office Marge Lynch, Associate Laboratory Director for Community, Education, Government and Public Affairs, Brookhaven National

Laboratory

Congressman Tim Bishop (NY 1)

Site:

Peter Gage

Staff:

Patricia Dehmer

Press Staff: PRESS:

Tom Reynolds OPEN

12:30 - 12:45 am

HOLD

Location:

Berkner Auditorium, Backstage

### 12:45 – 1:30 pm

#### SCIENCE SPEECH

Location:

Brookhaven National Lab

Upton, NY 11973

Room:

Berkner Auditorium

Attendees:

Members of the BNL community

Site:

Peter Gage

Staff:

Patricia Dehmer

Set-up:

Auditorium is set up in an amphitheatre style with the stage at the bottom of the slope. Fixed theatre seats. There is a balcony above with a second section of fixed

seats.

On stage with:

Sam Aronson, Laboratory Director, Brookhaven National Laboratory

### Congressman Tim Bishop

Podium:

Yes, Fixed Mic

Remarks:

Talking Points

Briefing: PRESS:

Patricia Dehmer OPEN

Press Staff:

Reynolds

Format:

- Sam Aronson (Laboratory Director) will welcome and give brief remarks

- Congressman Tim Bishop will introduce YOU
- YOU will speak
- NO question and answer

#### 1:30 - 1:45 pm

### **PRESS TIME**

Location:

Berkner Auditorium

Room:

Room C

Site:

Peter Gage

Press Staff:

Tom Reynolds

PRESS:

Gaggle

### 1:45 - 2:30 pm

## BROWNBAG LUNCH AND PICTURE WITH BNL EMPLOYEES

Location:

Berkner Auditorium

Room:

Room A

Set Up:

Large Rectangular Table

Site:

Peter Gage

Staff:

Patricia Dehmer

PRESS:

**CLOSED** 

#### Attendees:

#### Format:

- YOU will be greeted by participants
- YOU will get food
- Proceed with casual conversation
- Take picture with guests on departure

2:35 - 2:45 pm **MEETING WITH IBEW LOCAL UNION 2230** 

> Location: Berkner Auditorium

Room: Room C

Site: Peter Gage

Attending:

Joe Buscemi, business manager of Local 2230

Joe Pisso, Vice President IBEW Frank Raynor, Shop Steward

Dominick Macchia, International Representative

2:45 - 3:15 pm **EN ROUTE ISP** 

Limo: S1, Reynolds, Levin

Staff 1: Peter Gage Francis Iacobucci Jeff Goodell

4:10 - 5:30 pmWHEELS UP BWI

> Airport: Long Island MacArthur Airport

> > Ronkonkoma, NY 11779

I high Contin

Southwest Airlines Airline:

Flight: #834 Manifest: S1

> Rebecca Levin Tom Reynolds Peter Gage Francis Iacobucci

ADTRAV Phone: (202) 586-4205

ADTRAV Emergency: Sandi

5:30 - 5:40 pmARRIVE // LOAD

> Airport: Baltimore, Washington (BWI)

> > MD 21240-0766

Airline: Southwest Airlines

5:40 - 7:00 pm**EN ROUTE MEETING** 

Limo: S1, Reynolds, Levin

7:00 - 8:00 pm**MEETING** 

Location: Old Ebbitt Grill

675 15th St NW

Washington, DC 20005

8:00 - 8:30 pmEN ROUTE RESIDENCE

Limo: S1



Washington, DC 20585

**ACTUAL** 

# SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, March 24, 2009

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J (P)(P)

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM

9:00 AM MORNING BRIEFING

9:15 AM Staff: Rod Oconnor, Rebecca Levin

9:15 AM PRESS BRIEFING

9:30 AM POC: Dan Leistikow

9:30 AM BRIEFING WITH STAN BORGIA

10:00 AM

10:00 AM MEETING WITH MISSY OWENS

10:15 AM

11:00 AM SECRETARIAL INTERDEPARTMENTAL MEETING W/

12:30 PM DOE- DOI -USDA & FERC

Staff: Skila Harris Briefing: Harris

Attending:

Secretary Salazar

Staff: David Hayes and Mike Pool

Secretary Vilsack

Staff: Ann Bartuska, Acting Deputy Undersecretary for Natural

Resources and Environment

Nancy Sutley

Staff: Nikki Buffa

Chair Jon Wellinghoff (FERC)

Staff:

Joe McClelan

Jamie Simler

Mary Tighe

12:30 PM CONGRESSIONAL LUNCH

1:30 PM Attending:

Congressman Jim Matheson

Congresswoman Gabrielle Giffords

Congressman Bill Foster

Page 1 Internal Distribution

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1:30 PM NUCLEAR WASTE TECHNICAL REVIEW BOARD

2:00 PM Staff: Utech

Briefing: Utech

Attending:

Dr. John Garrick

Dr. Mark Abkowitz

Dr. Howard Arnold

Dr. Andrew Kadak

Staff attending from Nuclear Waste Board: Karyn Severson

2:00 PM WIND MEETING

2:50 PM Briefing: Kevin Brosnahan

Staff: Steven Chalk, Megan McCluer

Attending:

Ned Hall, AES Corporation

Peter Mandelstam, Bluewater Wind

Dennis Duffy, Cape Wind

Doug Pertz, Clipperwind

Jim Walker, EnxCo

Rashid Abdul, P.E, Gamesa

Vic Abate, General Electric

Antonio Martins Da Costa\*, Horizon Wind Energy

Michael Polsky, Invenergy

Mitch Davidson, NextEra Energy Resources

Andris E. Cukurs, Suzlon Wind Energy Corporation

Dick Williams, Shell

Jan Kjaersgaard\*, CEO, Wind Power Americas, Siemens

<sup>\*</sup>Indicates Foreign National

3:00 PM GREEN TEAM MEETING

4:00 PM When: Tuesday, March 24, 2009 3:00 PM-4:00 PM (GMT-

05:00) Eastern Time (US & Canada).

Where: Secretary of War Rooms EEOB 226

\*~\*~\*~\*~\*~\*~\*

Thank you all again for your patience (and my apologies for the calendar invite issues) I would like to confirm 3 - 4 pm today in EEOB 226. I will be at West Exec to escort your principals.

Thank you again and please don't hesitate to call with questions (o);

4:30 PM SOLAR MEETING

5:30 PM Briefing: Kevin Brosnahan

Staff: Steven Chalk, Joann Milliken

Attending:

Michael Ahern, President/CEO - AZ, OH, and International,

First Solar

David Arfin, VP - Strategy, Solar City

Steve Cowman, CEO – Arizona, Stirling Energy Systems

Roger Efird, President, Suntech America

Revad Mohamed Ali Fezzani\*, CEO, BP Solar

Rick Feldt, CEO - MA, Evergreen Solar

Charlie Gay, President, Applied Materials

David Gregg, CEO - DE, CA, MA, Citizen Re

Paul Hanrahan, CEO, AES Solar

Bill Mulligan, Sr. VP - Technical Development, Sun Power

Santiago Seage, President/CEO, Abengoa

Mike Splinter, Pres/CEO - CA and International. Applied

Materials

Deng Xunming, Pres/CEO, Ohio, Xunlight

John Woolard, CEO, Bright Source

Tom Boucher, CEO, Native Energy (PENDING

CONFIRMATION)

\*Indicates foreign national

5:45 PM MEETING WITH CATHY ZOI, CEO, ALLIANCE FOR

6:15 PM CLIMATE PROTECTION

Staff: Missy Owens

6:15 PM DEPART DOE EN ROUTE 3322 O ST., NW

6:30 PM

### 6:30 PM SENATOR KERRY CLIMATE DINNER

**8:30 PM** INVITED GUESTS:

Todd Stern

Jonathan Pershing

Carol Browner

**Larry Summers** 

Steve Chu

Tom Donilon

Mike Froman

Lisa Jackson

John Holdren

Dinner will be an opportunity to casually share views on the nature of the U.S. commitment, and the likely structure of the Copenhagen agreement.



Washington, DC 20585

**ACTUAL** 

### SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, March 25, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM

9:00 AM MEETING WITH

9:45 AM

7 (15)(6)

9:45 AM PRE BRIEF FOR GREEN TEAM MEETING

10:00 AM Attending: David Sandalow, Matt Rogers, Dan Utech

10:00 AM MEETING WITH THE AUSTRALIAN PRIME

10:30 AM MINISTER, KEVIN RUDD

Staff: Jonathan Shrier, Phyllis Yoshida, Jeffrey Skeer

Briefing:

Attending: Dan Clune, U.S. Chargé d' Affaires to Australia

Meeting POC:

10:30 AM CALL WITH GOVERNOR BEBE

10:45 AM -Smartgrid in Arkansas

Briefing: Skyla Harris

We will place call: (501) 683-6400, Tania

10:45 AM DEPART DOE EN ROUTE EEOB- WEST EXEC

10:55 AM ENTRANCE

11:00 AM GREEN TEAM MEETING

12:00 PM Staff: Matt Rogers

12:15 PM CONGRESSIONAL LUNCH

1:15 PM Staff: Dan Utech

Attending:

Congressman Charlie Melancon

Congressman Dan Boren

Congressman Parker Griffith

Congressman Heath Shuler

Page 1 Internal Distribution

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(4/3/2009, 10:16:36 AM)

#### 1:15 PM EFFICIENCY MEETING

2:15 PM Briefing: Kevin Brosnahan

Staff:

Steven Chalk, Richard Kidd

Keith Derrington, Executive V.P., Ameresco, Inc.

Paul Orzeske, Honeywell Building Solutions President,

Honeywell International, Inc.

Iain Campbell, Senior V.P., Building Efficiency, Johnson

Controls, Inc.

John Huffman, President and CEO, Pepco Energy Services

Dean Allen, CEO, McKinstry Company

Michael Angerame, V.P., Energy and Environmental Solutions,

Siemens Government Solutions

Neil Petchers, President, NORESCO

Stephen Cowell, Chairman and CEO, Conservation Services

Group

Tim Healy, Chairman and CEO, EnerNOC

S. Lynn Sutcliffe, Chairman and CEO, The EnergySolve

Companies

## 2:15 PM METHANE HYDRATE ADVISORY COMMITTEE 2:45 PM

"Potential for new domestic energy from methane hydrates"

Staff: Dan Utech

Brief:

Attending:

Dr. Miriam Kastner, Professor, Scripps Institute of

Oceanography

Mr. Arthur Johnson, Chairman and CEO, Hydrate Energy

International

Mr. Richard Charter, Co-Chair, National OCS Coalition,

Defenders of Wildlife.

2:45 PM CALL WITH ITALIAN MINISTER OF ECONOMIC 3:00 PM DEVELOPMENT CLAUDIO SEJOLA

Staff: Jonathan Shrier, Phyllis Yoshinda, Jeff Skeer Briefing:

They are placing call

Meeting POC: Stefano Beltrame (202) 612-4432

3:45 PM MEETING WITH SPECIAL ENVOY SHYAM SARAN,

**4:15 PM INDIA** 

Staff: Missy Owens, Jonathan Shrier, Phyllis Yoshida, Tom Cutler, Shane Johnson, Adam Scheinman

Briefing: Tom Cutler

4:30 PM CALL WITH SENATOR AMY KLOBUCHAR

4:45 PM They are still in votes in the Senate.

Staff: Utech Briefing: Utech

We will place call (202) 224-2535 Executive Assistant Sara

5:00 PM CALL WITH CONGRESSMAN HILL

5:15 PM We will place call

(202) 226-6853 - Joel (b) (6)

5:15 PM CALL WITH CONGRESSMAN MITCHELL

5:30 PM We will place call

Congressman's Cell Phone (6)(6)

6:15 PM CALL WITH SENATOR BINGAMAN

**6:30 PM** <u>2</u>02-224-5521

Icell (h)



Washington, DC 20585

### \*ACTUAL\*

Schedule for U.S. Energy Secretary Steven Chu
Thursday, March 26<sup>th</sup>, 2009
Washington, DC → Pittsburgh, PA→ Washington, DC

Weather:	Daine 171-1-61 // I 44	c. 700/ -h				
Washington, DC		Rain; High 51 // Low 45; 70% chance of rain Rain/Thunder; High 53 // Low 40; 90% chance of rain				
Pittsburgh, PA	Rain/Inunder; High 53	// Low 40; 90%	cnance of rain			
Time Zone:						
Washington, DC	Eastern Daylight Time 2	Zone				
Pittsburgh, PA	Eastern Daylight Time 2	Zone				
Traveling Staff:			$\overline{}$			
Deputy Chief of Staff	Missy Owens		A constant			
Deputy Director of Public Affairs						
Secretary Solis Staff.	Sonia Melendez	1				
•		L	<b>→</b>			
Pittsburgh, PA	<b>D</b> • • • • • • • • • • • • • • • • • • •	Source water	- hua			
Lead	Devin Hampton					
Advance Rep.	James McCollough	(	1 12			
Security:	all est	Man.	~~~			
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Attimos	and the second second	The state of the s				
Attire: Business						
Dusiliess						
Scheduling contact:	Tony Rediger	1	cell			
*Emergency Scheduling contact:	Lindsay Scola	İ	cell			
Smergency seneduming contact.	Emusay 5001a	<u></u>	Jen .			
	Thursday, March 26 <sup>th</sup> , 2009					
Washington,	DC → Pittsburgh, PA → Was	shington, DC_				
7:35 – 8:15 am <b>DEPAR</b> ?	T RESIDENCE EN ROUTE 1	TO DOE				
8:15 – 9:00 am <b>BREAK</b>	FAST WITH JOHN DOERR					
Location:						
Boution	. Secretary 5 office					
9:00 – 9:15 am PRESS I	BRIEFING					
Location:	: Secretary's Office					

**MORNING BRIEFING** 

Location:

9:15 - 9:30 am

Secretary's Office

9:30 - 10:00 am

MEETING WITH GOVERNOR DAVE FREUDENTHAL

Location:

Secretary's Office

Staff:

Matt Rogers, Missy Owens

#### Attendees:

1. Governor Dave Freudenthal

2. Rob Hurless, Energy Advisor, Office of the

Governor

10:00 - 10:30 am

CALL WITH COMMISSIONER POTOČNIK

Location:

Secretary's Office

10:30 - 10:40 am

DEPART DOE EN ROUTE EEOB

10:45 – 11:45 am

ECONOMIC RECOVERY IMPLEMENTATION CABINET

**MEETING** 

Location:

**EEOB** 

PRESS:

**SPRAY** 

NOTE: 11:15 am **INDEPENDENT STAFF MOVEMENT** 

DEPART DOE EN ROUTE AAFB

11:45 - 12:00 pm

**DEPART EEOB EN ROUTE AAFB** 

Limo: S1, Missy Owens

12:15 – 1:15 pm

WHEELS UP PITTSBURGH, PA

Airport:

Andrews Air Force Base

Airline:

SAM #4615

Manifest:

S1, Missy Owens, Tom Reynolds, Keith Chase (Security

Detail), Secretary Hilda Solis, Sonia Melendez (DOL), Dennis Chomicki (DOL Security Detail), Congressman

Mike Doyle

AAFB:

(301) 981-2100

1:15 - 1:20 pm

ARRIVE // LOAD

FBO:

Atlantic Aviation

300 Horizon Dr.

Coraopolis, PA 15108

Airline:

SAM #4615

1:20 - 1:40 pm

EN ROUTE COMMUNITY COLLEGE OF ALLEGHENY

COUNTY, WEST HILLS CENTER

S1 Limo:

S1, Missy Owens, Tom Reynolds, Rep. Mike Doyle

Solis Limo: Secretary Solis, Sonia Melendez

1:40 – 1:45 pm

ARRIVE COMMUNITY COLLEGE OF ALLEGHENY COUNTY

Location:

North Wing, West Hill Center, 1000 McKee Road,

Oakdale, PA

Attendees:

Pittsburgh Mayor Luke Ravenstahl

Congressman Mike Doyle

Dan Onorato, Allegheny County Executive

Judy Savolskis, VP, Workforce Development, CCAC

Carl Luisi, IUOE 95, Education Director

Site:

Devin Hampton

Staff:

Missy Owens, Tom Reynolds

PRESS:

**OPEN** 

1:45 - 2:30 pm

#### TOUR TRAINING FACILITY

Location:

South Wing, Community College of Allegheny County,

West Hill Center

Rooms:

-Welding Lab
-Automotive Lab
-HVAC Lab

-Programmable Logic Control Room

-Advanced Manufacturing Integrated Systems Lab S1, Secretary of Labor, Mayor Luke Ravenstahl,

Attendees:

Congressmen Doyle, Congressman Murphy, Charlie Lysons, State Director for Sen. Robert Casey, John Hanger, Acting Secretary, Pennsylvania Dept. of Environmental Protection, Dan Onorato, Allegheny County Executive, Judy Savolskis, VP, Workforce Development, CCAC, Carl Luisi, IUOE 95, Education

Director

Site:

Devin Hampton

Staff:

Missy Owens, Ellen Lutrell

Press Staff:

Tom Revnolds

PRESS:

OPEN

2:30 - 3:00 pm

#### REMARKS AND PRESS AVAILABILITY

Location:

South Wing, Community College of Allegheny County,

West Hill Center

Room:

Advanced Manufacturing Integrated Systems Lab

Attendees:

30 attendees, seated theater style

Site:

Devin Hampton

Staff:

Missy Owens, Ellen Lutrell

Set-up:

Systems integration machinery will be behind you. Will

be flanked by a LED street light and a solar thermal

product.

Podium:

No, Mic on stand

Remarks:

Talking points

PRESS: Press Staff:

OPEN
Tom Reynolds

Format:

-Dan Onorato, Allegheny County Executive will give remarks

-Pittsburgh Mayor, Luke Ravenstahl, will give remarks

-Secretary Solis gives remarks and introduces YOU

-YOU will speak

-YOU and Secretary Solis will take questions

3:15 – 4:00 pm MEETING WITH NATIONAL ENERGY TECHNOLOGY LAB

**STAFF** 

Location: South Wing, Community College of Allegheny County,

West Hill Center

Room:

N1103

Site:

Devin Hampton

PRESS: CLOSED

### **Attendees:**

1. Chuck Zeh, Director, Project Management Center

- 2. Greg Davoren, Lead Energy Project
- 3. Ralph Nine, General Engineer
- 4. Denise Riggi, Supervisory Contract Specialist
- 5. Lisa Kuzniar, Contract Specialist
- 6. Sue Miltenberger, Contract Specialist
- 7. Darren Stevenson, Energy Project Specialist Specialist
- 8. Angela Young, Supervisory Energy Technology Specialist

4:10 - 4:35 pm EN ROUTE PITTSBURGH INTERNATIONAL AIRPORT

S1 Limo: Solis Limo: S1, Missy Owens, Tom Reynolds Secretary Solis, Sonia Melendez

Staff 1:

Devin Hampton, James McCollough

4:35 – 4:45 pm **ARRIVE** // **LOAD** 

FBO:

Atlantic Aviation

300 Horizon Dr.

Coraopolis, PA 15108

Airline:

SAM #4615

4:45 – 5:45 pm **WHEELS UP AAFB** 

Airport:

Andrews Air Force Base

Airline:

SAM

Manifest:

S1, Missy Owens, Tom Reynolds, Keith Chase

(Security), Secretary Hilda Solis, Sonia Melendez (DOL), Dennis Chomicki (DOL Security), James

McCollough, Devin Hampton

5:45 – 5:55 pm **ARRIVE** // **LOAD** 

Airport:

Andrews Air Force Base

Airline:

SAM #4615

AAFB:

(301) 981-2100

NOTE:

INDEPENDENT STAFF MOVEMENT

5:55 pm **DEPART AAFB EN ROUTE DOE** 

5:55 – 6:45 pm

**EN ROUTE RESIDENCE** Limo: S1

	,		



Washington, DC 20585

#### \*DRAFT\*

Schedule for U.S. Energy Secretary Steven Chu Thursday, March 26<sup>th</sup>, 2009 Washington, DC → Pittsburgh, PA→ Washington, DC

Weather:

Washington, DC

Pittsburgh, PA

Rain; High 51 // Low 45; 70% chance of rain

Rain/Thunder; High 53 // Low 40; 90% chance of rain

Time Zone:

Washington, DC

Pittsburgh, PA

Eastern Daylight Time Zone

Eastern Daylight Time Zone

**Traveling Staff:** 

Deputy Chief of Staff

Deputy Director of Public Affairs

Missy Owens Tom Reynolds

Pittsburgh, PA

Lead

Advance Rep.

Devin Hampton

James McCollough

Security:

Attire:

**Business** 

Scheduling contact:

\*Emergency Scheduling contact:

Tony Rediger

Lindsay Scola

3 cell

Thursday, March 26<sup>th</sup>, 2009

Washington, DC → Pittsburgh, PA → Washington, DC

7:35 - 8:15 am

DEPART RESIDENCE EN ROUTE TO DOE

8:15 - 9:00 am

**BREAKFAST WITH JOHN DOERR** 

Location:

Secretary's Office

9:00 - 9:15 am

PRESS BRIEFING

Location:

Secretary's Office

9:15 - 9:30 am

**MORNING BRIEFING** 

Location:

Secretary's Office

9:30 - 10:00 am TAB 1

MEETING WITH GOVERNOR DAVE FREUDENTHAL

Location:

Secretary's Office

Staff:

Matt Rogers, Missy Owens

Attendees:

1. Governor Dave Freudenthal

2. Rob Hurless, Energy Advisor, Office of the

Governor

10:00 - 10:30 am TAB 2

CALL WITH COMMISSIONER POTOČNIK

Location:

Secretary's Office

10:30 - 10:40 am

**DEPART DOE EN ROUTE EEOB** 

10:45 – 11:45 am TAB 3

ECONOMIC RECOVERY IMPLEMENTATION CABINET

**MEETING** 

Location: **EEOB** 

PRESS:

**SPRAY** 

11:45 – 12:00 pm

**DEPART EEOB EN ROUTE AAFB** 

Limo: S1

12:15 – 1:15 pm

WHEELS UP PITTSBURGH, PA

Airport:

Andrews Air Force Base

Airline:

SAM #4615

Manifest:

S1, Missy Owens, Tom Reynolds, Keith Chase (Security

Detail), Secretary Hilda Solis, Sonia Melendez (DOL), Dennis Chomicki (DOL Security Detail), Congressman

Mike Dovle

AAFB:

(301) 981-2100

1:15 - 1:20 pm

ARRIVE // LOAD

Airport:

Pittsburgh International Airport—Atlantic Aviation

1000 Airport Blvd

Pittsburgh, PA 15231

Airline:

SAM #4615

1:20 - 1:40 pm

EN ROUTE COMMUNITY COLLEGE OF ALLEGHENY

COUNTY, WEST HILLS CENTER

S1 Limo: S1, Missy Owens, Tom Reynolds, Rep. Mike Doyle

Solis Limo: Secretary Doyle, Sonia Melendez

1:40 - 1:45 pm

ARRIVE COMMUNITY COLLEGE OF ALLEGHENY COUNTY

Location:

North Wing, West Hill Center, 1000 McKee Road,

Oakdale, PA

Attendees:

Mayor Luke Ravenstahl

Congressman Mike Doyle,

County Executive,

1 representative of Union,

1 representative of the Community College

Site:

Devin Hampton

Staff:

Missy Owens, Tom Reynolds

PRESS:

1:45 - 2:30 pm

TOUR TRAINING FACILITY

Location:

South Wing, Community College of Allegheny County,

West Hill Center

Rooms:

Welding Lab Automotive Lab HVAC Lab

Programmable Logic Control Room

Advance Manufacturing Integrated Systems Lab

Attendees:

S1, Secretary of Labor, Mayor, Congressmen TBD,

County Executive, 1 representative of Union, 1 representative of the Community College

Site:

**Devin Hampton** 

Staff:

Missy Owens, Tom Reynolds

Press Staff:

PRESS:

**OPEN** 

2:30 – 3:00 pm **REMARKS** 

Location:

REMARKS AND PRESS AVAILABILITY

South Wing, Community College of Allegheny County, West Hill Center

Room:

Advance Manufacturing Integrated Systems Lab

Attendees:

20 invited guests Devin Hampton

Site: Staff:

Missy Owens

Set-up:

Lab room is a large room with machinery, LED lamp

posts, and solar panels. You will be standing in front of this equipment. Folding chairs will be set up for invited

guest.

Podium:

No, Mic on stand

Remarks:

Talking points

Briefing:

PRESS:

**OPEN** 

Press Staff:

Ellen Lutrell

Format:

-Don Aleglod will welcome and give remarks

-Pittsburgh Mayor, Luke Ravenstahl, will give remarks

-County Executive will give remarks

-Congressman Mike Doyle gives remarks and introduces Secretary Solis

-Secretary Solis gives remarks and introduces YOU

-YOU will speak

-YOU and Secretary Solis will take questions

3:15 - 4:00 pm

PRIVATE MEETING

Location:

South Wing, Community College of Allegheny County,

West Hill Center

Room:

N1103

Site:

**Devin Hampton** 

PRESS:

CLOSED

4:10 - 4:35 pm EN ROUTE PITTSBURGH INTERNATIONAL AIRPORT

S1 Limo Solis Limo: Staff 1:

4:35 – 4:45 pm **ARRIVE** // **LOAD** 

Airport: Pittsburgh International Airport

1000 Airport Blvd Pittsburgh, PA 15231

Airline: SAM #4615

4:45 - 5:45 pm **WHEELS UP AAFB** 

Airport: Andrews Air Force Base

Airline: SAM

Manifest: S1, Missy Owens, Tom Reynolds, Keith Chase

(Security), Secretary Hilda Solis, Laura MacDonald (DOL), Dennis Chomicki (DOL Security), Congressman

Mike Doyle, James McCollough, Mark Bailey

ADTRAV Phone: (202) 586-4205

ADTRAV Emergency: Sandi (202) 577-9917

5:45 – 5:55 pm **ARRIVE** // **LOAD** 

Airport: Andrews Air Force Base

Airline: SAM

5:55 – 6:45 pm EN ROUTE RESIDENCE

Limo: S1

1



Washington, DC 20585

**ACTUAL** 

#### SCHEDULE FOR ENERGY SECRETARY CHU Friday, March 27, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM

9:00 AM PRESS BRIEFING

9:15 AM POC: Dan Leistikow

9:15 AM MORNING BRIEFING

9:30 AM Staff: Rod Oconnor, Rebecca Levin

9:30 AM SCHEDULING MEETING

10:00 AM

10:00 AM OVERSIGHT AND ACCOUNTABILITY ISSUES TIED TO

11:00 AM THE RECOVERY ACT

Briefing: Kristina Ronneberg

Christine Shafik-Director of Internal Review

Steve Isakowitz- CFO

Matt Rogers

Rod O'Connor

11:00 AM OFFICE TIME

11:15 AM

11:15 AM DEPART DOE EN ROUTE CAPITOL

11:25 AM

11:30 AM MEETING WITH HARRY REID

12:00 PM Briefing: Utech

12:00 PM DEPART CAPITOL EN ROUTE DOE

12:10 PM

12:15 PM PRE BRIEF FOR FUTUREGEN MEETING

12:45 PM Briefing: Utech/ Der

Staff: Der, Utech, OConnor

12:45 PM HOLD FOR LUNCH

1:15 PM



#### SCHEDULE FOR ENERGY SECRETARY CHU Friday, March 27, 2009

1:15 PM VIDEO TAPING

1:45 PM Staff: Travis Dredd

Brief: Travis Dredd

- Video will be a message for your Reform Agenda Plan

1:45 PM MEETING WITH MISSY OWENS

2:15 PM Ie. ExecSec

2:15 PM PERSONNEL MEETING

2:45 PM Attending: O'Connor, Dykes, Owens

2:45 PM DEPART DOE EN ROUTE TREASURY

2:55 PM

3:00 PM CABINET AUTO TASK FORCE

4:00 PM Note: Schedule just changed, Secretary Geithner and and Mr.

Summers will be at the White House later today then planned.

**Briefing: Rogers** Staff: Rogers

4:00 PM DEPART TREASURY EN ROUTE DOE

4:10 PM

4:30 PM GLOBAL NUCLEAR ENERGY PARTNERSHIP (GNEP)

5:00 PM BRIEFING

Briefing: Cohn

Staff: Dan Utech, Adam Cohn, Steve Black (NNSA), Ed McGinnis (NE), Adam Scheinman (NNSA), Shane Johnson (NE), and Jonathan Shrier (PI), Adam Scheinman, Steve Black,

and Edward McGinnis



Washington, DC 20585

#### **ACTUAL**

# SCHEDULE FOR ENERGY SECRETARY CHU Saturday, March 28, 2009

[HOLD FOR NNSA SUBMARINE TRIP]

6:30 AM DEPART RESIDENCE EN ROUTE ANDREWS AIR 7:05 AM FORCE BASE

7:10 AM SUBMARINE TRIP 8:00 PM



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Washington, DC 20585

**ACTUAL** 

### SCHEDULE FOR ENERGY SECRETARY CHU Sunday, March 29, 2009

7:10 AM SUBMARINE TRIP 8:00 PM





Washington, DC 20585

**ACTUAL** 

## SCHEDULE FOR ENERGY SECRETARY CHU Monday, March 30, 2009

12:00 AM DEPART WHITE HOUSE EN ROUTE DOE

12:10 AM

9:20 AM DEPART RESIDENCE EN ROUTE DOE

10:00 AM

10:00 AM MEETING WITH SERGEY KISLYAK, RUSSIA

10:30 AM AMBASSADOR

Briefing: Adam Cohn

Staff: Missy Owens, Jonathan Shrier, Shane Johnson (NE),

Steve Black (NNSA), Lana Ekimoff

Attendees:

Sergey Kislyak, Russian Ambassador to the U.S.

Aleksey Shishayev, Head of Economic Office, Russian Embassy

Meeting POC: Maria

10:30 AM DEPART DOE EN ROUTE WHITE HOUSE

10:40 AM

10:45 AM AUTO TASK FORCE

12:00 PM

12:00 PM DEPART WHITE HOUSE EN ROUTE DOE

12:10 PM



#### SCHEDULE FOR ENERGY SECRETARY CHU Monday, March 30, 2009

## 12:30 PM MEETING ON ENERGY RESEARCH WITH 1:00 PM BROOKINGS INSTITUTION

Staff:

Briefing: Becca Levin

Attending:

Mark Muro, Fellow and Policy Director, Metropolitan Policy

Sarah Rahman, Policy Analyst, Metropolitian Policy Program Jim Duderstadt, President Emeritus, University of Michigan Charles Vast, President, National Academy of Engineering Kristina Johnson

By teleconference:
Nate Lewis, CalTech
office 626-395-6335 (preference)
cell phone

Meeting POC: Mark Muro: (202) 797-6315

1:00 PM HOLD FOR LUNCH 1:30 PM

## SCHEDULE FOR ENERGY SECRETARY CHU Monday, March 30, 2009

1:30 PM MEETING WITH FUTUREGEN ALLIANCE

2:00 PM Staff: Dan Utech

Briefing materials: Victor Der

Attendees:

Paul Thompson, Chairman, FutureGen Alliance Ken Humphries, Technical Advisor, FutureGen Alliance

Meeting POC:

Gregory M. Carnrick

Tele: 202.728.8715

Cell Phone:

7 (6)(6)

2:00 PM PRE BRIEF FOR MEETING WITH ERIC HOLDER

2:30 PM Brief: Triay

2:30 PM MEETING WITH ATTORNEY GENERAL HOLDER

3:30 PM - To discuss Hanford

Attending:

-AG Holder

-Deputy Chief of Staff Jim Garland

-John Cruden

-Russell Young

-David Kaplan

-Sam Hirsch

3:35 PM DEPART DOE EN ROUTE WHITE HOUSE

3:45 PM

3:45 PM ENERGY AND ENVIRONMENT PRINCIPALS

4:45 PM MEETING WITH DAVID AXELROD

Staff:

4:45 PM DEPART WHITE HOUSE EN ROUTE SWEDISH

5:05 PM AMBASSADOR'S RESIDENCE

#### **ACTUAL**

### SCHEDULE FOR ENERGY SECRETARY CHU Monday, March 30, 2009

5:05 PM CEREMONY AT THE SWEDISH AMBASSADOR'S 6:00 PM RESIDENCE



Washington, DC 20585

ACTUAL

## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, March 31, 2009

9:20 AM DEPART RESIDENCE EN ROUTE DOE

10:00 AM Attendees: SCHU

10:00 AM MEETING WITH AUSTRALIAN MINISTER FOR 10:30 AM CLIMATE CHANGE & WATER PENNY WONG

Secretary's Conference Room Staff: Bob Marlay, Jeff Skeer

Briefing:Tom Cutler

Attending:

Penny Wong, Australian Minister for Climate Change and Water Dennis Richardson, Ambassador to the U.S for Australia Dr. Martin Parkinson, Secretary of the Department of Climate Change

Howard Bamsey, Special Envoy on Climate Change and Deputy Secretary of the Department of Climate Change Kristina Hickey, Advisor, Office of the Minister for Climate Change

Elizabeh Ward, Minister-Counsellor (Trade)

Meeting POC:

Attendees: Shrier, Jonathan; OConnor, Rod; Owens, Missy; McCollough, James; SCHU

10:45 AM DEPART DOE EN ROUTE EEOB

10:55 AM Attendees: SCHU

11:00 AM ENVIRONMENT PRINCIPALS MEETING

12:00 PM EEOB 350

Staff: Dan Utech

Attendees: SCHU; Utech, Dan

12:00 PM DEPART EEOB EN ROUTE DOE

12:10 PM Attendees: SCHU

Printed on recycled paper

## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, March 31, 2009

12:15 PM SPEECH AND EVENT PREP

12:45 PM Secretary's Office

Staff: Barr, Leistikow

Attendees: Leistikow, Dan; Reynolds, Tom; Barr, Nathan;

**SCHU** 

1:00 PM DEPART DOE EN ROUTE ALEXANDRIA HILTON

1:15 PM Attendees: SCHU

1:20 PM DOE SECRETARY'S PROJECT MANAGEMENT

1:55 PM AWARDS

Alexandria Hilton Mark Center, 5000 Seminary Road Briefing: John Makepeace

Remarks and Awards

400 Attendees.

#### Awards:

- -- The Secretary of Energy's Excellence Award: NNSA's Microsystems and Engineering Sciences Applications (MESA) project
- -- The Secretary of Energy's Achievement Award: SC's Center for Functional Nanomaterials (CFN)
- -- The Secretary of Energy's Achievement Award: SC's United States Compact Muon Solenoid (U.S. CMS) and A Toroidal LHC Apparatus (U.S. ATLAS) Detector Projects
- -- The Secretary of Energy's Improvement Award: NNSA's Building 3 Remediation, Restoration and Upgrade Project

Attendees: Barr, Nathan; OConnor, Rod; Owens, Missy; Makepeace, John; Kolb, Ingrid; Leistikow, Dan; Reynolds, Tom; Hampton, Devin; SCHU

1:55 PM DEPART ALEXANDRIA HILTON EN ROUTE DOE

2:10 PM Attendees: SCHU

## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, March 31, 2009

2:15 PM ENVIRONMENTAL MANAGEMENT PRE BRIEF FOR 2:45 PM CONGRESSMEN DOC HASTINGS, MIKE SIMPSON, ZACH WAMP, GRESHAM BARRETT

Secretary's Office

Briefing: Triay (same briefing used for meeting with

Congressman, later in the day)

Attendees: Triay, Ines; Diamond, Bruce; Lerner, Steve; SCHU

2:45 PM YUCCA MOUNTAIN BRIEF

2:55 PM Secretary's Office

Attendees: Utech, Dan; Kolb, Ingrid; Kouts, Christopher; SCHU

3:00 PM CALL WITH CONGRESSMAN TEAGUE

3:15 PM Secretary's Office

We will place call: (202) 225-2365

3:15 PM CALL WITH CONGRESMAN PERRIELLO

3:30 PM Secretary's Office

We will place call: (202) 226-7944

3:30 PM CALL WITH CONGRESSWOMAN HALVERSON

**3:45 PM** Secretary's Office

We will place call: (202) 225-3635

3:45 PM DEPART DOE EN ROUTE CAPITOL

3:55 PM Attendees: SCHU

## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, March 31, 2009

4:00 PM MEETING WITH CONGRESSMEN DOC HASTINGS, 5:00 PM MIKE SIMPSON, ZACH WAMP, GRESHAM BARRETT

1327 Longworth

Staff: Ines Triay, Steve Lerner

Briefing: Triay

Attending:

Congressman Doc Hastings Congressman Mike Simpson Congressman Zach Wamp Congressman Gresham Barrett

Denise Wilson, Special Assistant to the President, WH Legislative Affairs

Attendees: Nolan, Betty; Utech, Dan; OConnor, Rod; Owens, Missy; Lerner, Steve; Triay, Ines; SCHU

### 5:15 PM BIOTECHNOLOGY INDUSTRY ORGANIZATION'S 5:45 PM (BIO) INDUSTRIAL AND ENVIRONMENTAL SECTION

USDA, 221A, Whitten Building Staff: Missy Owens, Anna Palmisano

Briefing: Dehmer

Attending:

Secretary Vilsack

Attendees: Dehmer, Patricia; Palmisano, Anna; SCHU; Owens,

Missy



Washington, DC 20585

**ACTUAL** 

#### SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, April 1, 2009

8:30 AM DEPART RESIDENCE EN ROUTE DOE

9:10 AM Attendees: SCHU

9:10 AM MEETING WITH RICHARD NEWELL

9:40 AM Secretary's Office

Attendees: Dykes, Mackey; SCHU; Johnson, Kristina; OConnor,

Rod

9:40 AM DROP BY WITH THURGOOD MARSHALL COLLEGE

9:50 AM FUND FOR CIVIC RESPONSIBILITY CONFERENCE

Forrestal Auditorium

Staff: Becca Levin

Briefing: Annie Whatley (Briefing due by Monday 3pm)

Attendees: Leistikow, Dan; Whatley, Annie; Levin, Rebecca;

Barr, Nathan; Reynolds, Tom; SCHU

10:30 AM CALL WITH NATIONAL LABORATORY DIRECTORS'

11:00 AM COUNCIL (NLDC)

Secretary's Office

Staff: Becca Levin

Brief/ Agenda: Becca Levin

Meeting POC, Adam Cohen:

7 (6)(6)

\* Note: March call. S1 talks to Lab Directors, once monthly,

every third meeting should be in person.

Attendees: Levin, Rebecca; Johnson, Kristina; Koonin, Steve;

Rogers, Matt; SCHU



### SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, April 1, 2009

3 (6)(6)

11:00 AM MEETING WITH MIT PRESIDENT SUSAN HOCKFIELD

11:30 AM Secretary's Office

Staff: Steve Isakowitz Briefing Materials:Katz

Attending: Susan Hockfield, President, MIT

Paul Parravano, MIT Government Relations

Meeting POC: Paul Parvavano

Attendees: OConnor, Rod; Owens, Missy; Katz, David;

Isakowitz, Steve; SCHU

11:30 AM MEETING WITH NANCY SUTLEY

12:30 PM Secretary's Office

**Courtesy Meeting** 

Attendees: OConnor, Rod; Owens, Missy; SCHU

12:30 PM HOLD FOR LUNCH

1:00 PM Attendees: SCHU

1:00 PM MEETING WITH DENNIS BLAIR, DIRECTOR OF

1:30 PM NATIONAL INTELLIGENCE

Secretary's Office

Staff: O'Connor, Borgia Briefing: Stan Borgia

Attending:

Dennis Blair, Director of National Intelligence Ambassador Kenneth Brill, Director of the National Counterproliferation Center

Meeting POC:

Attendees: Borgia, Stanley J.; OConnor, Rod; Owens, Missy;

**SCHU** 

#### SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, April 1, 2009

1:45 PM BRIEFING FOR CONGRESSIONAL CALLS

2:00 PM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Utech, Dan

2:00 PM OFFICE TIME

**3:00 PM** 2:00

Congressman Perriello

Scheduler Nick (202) 226-7944

2:30

Congresswoman Halverson (202) 225-3635

Attendees: Bodette, Amy

3:00 PM CTBT BRIEF

5:30 PM Secretary's Office

Staff:

Brief: Peter Hanlon

Attendees: DAgostino, Thomas; Hanlon, Peter; OConnor, Rod; Owens, Missy; Crandall, David; Ostendorff, Bill; Baker, Ken (NNSA); Anastasio, Michael; Hunter, Tom (Sandia); Miller, George; 'Koonin, Steve E'; Wilkinson, Deidre (HQ); Koonin,

Steve; SCHU

5:30 PM CALL WITH SENATOR VOINOVICH

5:45 PM Secretary's Office

Briefing: Amy is following up with Rod on call subject

We will place call: 202-224-0788 Attendees: Nolan, Betty; SCHU

6:00 PM DEPART DOE EN ROUTE RESIDENCE

**6:40 PM** Attendees: SCHU



Washington, DC 20585

**ACTUAL** 

## SCHEDULE FOR ENERGY SECRETARY CHU Thursday, April 2, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM

9:00 AM FLC LABORATORY DIRECTOR FORUM

9:30 AM Briefing: Devon Streit

9:30 AM PRESS BRIEFING

9:45 AM POC: Dan Leistikow

9:45 AM MORNING BRIEFING

10:00 AM Staff: Rod Oconnor, Rebecca Levin

10:00 AM PRE BRIEF SECRETARIAL INTERDEPARTMENTAL

10:30 AM MEETING W/ DOE- DOI -USDA & FERC

Brief: Skila Harris

10:40 AM DROP BY- LOAN GUARANTEE PROGRAM OFFICE

11:10 AM

11:30 AM MEETING WITH TOM FRIEDMAN

12:30 PM Brief: Mueller

12:30 PM HOLD FOR LUNCH

1:00 PM

1:15 PM DEPART DOE EN ROUTE DOI

1:25 PM

1:30 PM SECRETARIAL INTERDEPARTMENTAL MEETING W/

2:30 PM DOE- DOI -USDA & FERC

Brief: Skila Harris

Staff:David Meyer

John Schnagl

Larry Mansueti

Tony Como

Sonya Baskerville

2:30 PM DEPART DOI EN ROUTE DOE

2:40 PM

A Britand o

(4/3/2009, 10:35:17 AM)

## SCHEDULE FOR ENERGY SECRETARY CHU Thursday, April 2, 2009

2:45 PM FRONT END NUCLEAR LOAN GUARANTEE 3:15 PM PROGRAM UPDATE: USEC AND AREVA

> Attending: Steve Isakowitz David Frantz Matt Rogers

Briefing:

Richard Corrigan

4:00 PM WH NATIONAL SECURITY COUNCIL COORDINATOR

4:30 PM GARY SAMORE

Attending:

WH National Security Council Coordinator Gary Samore John Holdren

Briefing: Adam Cohn Staff: Adam Cohn

4:30 PM PERSONNEL MEETING

5:30 PM

6:00 PM CALL WITH CONGRESSMAN ISRAEL

**6:30 PM** (202) 225-3335

6:50 PM DEPART DOE EN ROUTE L'ENFANT PLAZA HOTEL

1 (5)/6/

6:55 PM

7:00 PM HOLD FOR REMARKS AT THE DOE SENIOR

7:30 PM EXECUTIVE SERVICE CANDIDATE DEVELOPMENT PROGRAM

7:30 PM DEPART L'ENFANT PLAZA HOTEL EN ROUTE

8:10 PM RESIDENCE



Washington, DC 20585

**ACTUAL** 

#### SCHEDULE FOR ENERGY SECRETARY CHU Friday, April 3, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM BRIEFING WITH STAN BORGIA

9:45 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Cohn, Adam; Borgia, Stanley J.; Frey, Susan L.; Harris, Shandra D.; Johnson, Sandra; Goodale, Alex C.; Spittal, Wendy; Scott, Keiana N.; Creque, Terry R.; Manternach, Jamison; Day, Chris; Priniotakis, Manolis

R.; Parker, Helen; Otha, Lailoni A.; Nousen, Douglas L.; Donner, Michael A; Burch, Linda C.; Menold, Ronald E; Fedarcyk, Michael R.; Clay, Renee; Howard, Ana C; Dezorzi-O'Leary, Renae; Teribury, Michael J.; Johnson, Deborah K.; Duval, Rose I.; Dumaine, Carol A.; Schiller, Mika; Hutton,

Mike; Falkowski, Deanna M.; Williams, Steven C; Clay, Renee;

DAgostino, Thomas; Ostendorff, Bill; SCHU

10:30 AM SCHEDULING MEETING

11:30 AM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Gage, Peter; Scola,

Lindsay; Levin, Rebecca; Katz, David; SCHU

11:30 AM MEETING WITH MISSY OWENS

11:45 AM Secretary's Office

Attendees: Owens, Missy; SCHU

11:45 AM DEPART DOE EN ROUTE WHITE HOUSE

11:55 AM Attendees: SCHU



#### SCHEDULE FOR ENERGY SECRETARY CHU Friday, April 3, 2009

12:00 PM LUNCH WITH CAROL BROWNER

1:00 PM White House Mess

Attendees: SCHU

1:00 PM DEPART WHITE HOUSE EN ROUTE CAPTIOL

1:10 PM Attendees: SCHU

1:15 PM MEETING WITH CONGRESSMAN CLYBURN

1:45 PM H-329

Briefing: Tsongas

Staff: Utech

Attendees: Nolan, Betty; OConnor, Rod; Owens, Missy; Utech,

Dan; Tsongas, Katina; SCHU

1:45 PM DEPART CAPITOL EN ROUTE DOE

1:55 PM Attendees: SCHU

2:00 PM MEETING WITH HOWARD GRUENSPECHT, EIA

2:30 PM Secretary's Office

Staff: Gruenspecht, Barr

Briefing: Gruenspecht

Attendees: Gruenspecht, Howard; Barr, Nathan; OConnor, Rod;

SCHU

2:30 PM EVENT/SPEECH PREP

3:30 PM Secretary's Office

Attendees: Barr, Nathan; Leistikow, Dan; SCHU

3:45 PM MEETING WITH DAVID GEISER, OFFICE OF LEGACY

4:15 PM MANAGEMENT

Secretary's Office

Attending: David Geiser, Tony Carter

Attendees: Geiser, David; Carter, Tony; Cohn, Adam; Levin,

Rebecca; OConnor, Rod; Owens, Missy; SCHU

4:30 PM BUDGET MEETING

5:15 PM Secretary's Office

Attendees: Miller, Cheryl; OConnor, Rod; Owens, Missy;

Miller, Neile; Isakowitz, Steve; Koonin, Steve; Johnson, Kristina

### SCHEDULE FOR ENERGY SECRETARY CHU Friday, April 3, 2009

5:15 PM DEPART DOE EN ROUTE RESIDENCE

5:55 PM Attendees: SCHU

6:30 PM PERSONAL DINNER

8:30 PM Attendees: SCHU

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Washington, DC 20585

**ACTUAL** 

#### SCHEDULE FOR ENERGY SECRETARY CHU Monday, April 6, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PASS BACK BRIEFING

10:30 AM Secretary's Office

Attendees: Isakowitz, Steve; Miller, Neile; SCHU

11:00 AM DROP BY AT NNSA STAFF MEETING

11:15 AM 6A-092

Attendees: OConnor, Rod; Cohn, Adam; SCHU

11:30 AM CALL WITH COMMISSIONER POTOCNIK

12:00 PM Secretary's Office

They will place call

Attendees: S1 Schedule; Skeer, Jeff; Shrier, Jonathan; Cutler,

Thomas; SCHU

12:00 PM PRE BRIEF FOR MEETING WITH MEXICAN

12:30 PM SECRETARIAT OF ENERGY AND UAE SHEIKH

ABDULLAH BIN ZAYED AL NAHYAN

Secretary's Office

Staff:

Briefing:

Attendees: Shrier, Jonathan; Davis, Rhiannon; SCHU

12:30 PM HOLD FOR LUNCH

1:00 PM



## SCHEDULE FOR ENERGY SECRETARY CHU Monday, April 6, 2009

### 1:00 PM MEETING WITH MEXICAN SECRETARIAT OF

2:00 PM ENERGY

Secretary's Office

Staff: Brief:

Attending:

Meeting POC: Rhia Davis (PI)

Attendees: Shrier, Jonathan; Davis, Rhiannon; Owens, Missy;

OConnor, Rod; SCHU

2:00 PM MEETING WITH HOWARD GRUENSPECHT

2:15 PM Secretary's Office

Attendees: Gruenspecht, Howard; Levin, Rebecca; OConnor,

Rod; Owens, Missy; SCHU

2:15 PM DEPART DOE EN ROUTE EEOB

2:25 PM

2:30 PM ENVIRONMENTAL PRINCIPALS MEETING

**3:30 PM** EEOB 350

Attendees: OConnor, Rod; Owens, Missy; Utech, Dan; SCHU

3:30 PM DEPART EEOB EN ROUTE DOE

3:40 PM

4:00 PM SPEECH/EVENT PREP

5:00 PM Secretary's Office

Staff: Nathan Barr, Leistikow, Reynolds

Attendees: Barr, Nathan; Leistikow, Dan; Reynolds, Tom;

**SCHU** 

5:00 PM MEETING WITH MATT ROGERS

5:30 PM Secretary's Office

Attendees: Rogers, Matt; Kinsey, Nell

### **ACTUAL**

### SCHEDULE FOR ENERGY SECRETARY CHU Monday, April 6, 2009

5:30 PM DEPART DOE EN ROUTE RESIDENCE

6:10 PM Attendees: SCHU

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Washington, DC 20585

**ACTUAL** 

## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, April 7, 2009

8:20 AM DEPART RESIDENCE EN ROUTE CONVENTION

9:00 AM CENTER

Attendees: SCHU

9:00 AM EIA/ 2009 ANNUAL ENERGY CONFERENCE

10:00 AM Convention Center

Briefing: Gruenspecht

Event POC: Howard Gruenspecht 64361

Attendees: Gage, Peter; OConnor, Rod; Owens, Missy;

Leistikow, Dan; Barr, Nathan; Reynolds, Tom; Gruenspecht,

Howard; SCHU

10:00 AM DEPART CONVENTION CENTER EN ROUTE DOE

10:10 AM

10:15 AM MORNING BRIEFING

10:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

10:30 AM NEW YORK TIMES PHOTO SHOOT

10:45 AM Secretary's Conference Room

Attendees: Reynolds, Tom; Leistikow, Dan; Edwards, Tiffany;

**SCHU** 

11:00 AM SPEECH PREP

12:15 PM Attendees: SCHU

12:15 PM DEPART DOE EN ROUTE RONALD REAGAN

12:25 PM BUILDING



## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, April 7, 2009

## 12:30 PM NEWSWEEK EVENT: THIRD ANNUAL GLOBAL 2:00 PM ENVIRONMENT AND LEADERSHIP CONFERENCE

Ronald Reagan Building and International Trade Center Staff POC: Tom Reynolds

Lia Macko

Newsweek External Relations/Newsweek Conference Producer

Attendees: Reynolds, Tom; Leistikow, Dan; OConnor, Rod;

Owens, Missy; Gage, Peter; Hampton, Devin; SCHU

2:00 PM OFFICE TIME

2:30 PM Secretary's Office

- Go through Personal Mail with Amy Attendees: Levin, Rebecca; Bodette, Amy; SCHU

2:30 PM CONTINUITY OF GOVERNMENT

3:00 PM Secretary's Office

Attendees: Cerrone, Al; Krol, Joseph; SCHU

3:00 PM MEETING WITH MISSY OWENS

3:15 PM Attendees: Owens, Missy; SCHU

3:30 PM MEETING WITH SHEIKH ABDULLA BIN ZAYED AL

4:00 PM NAHYAN, UAE

Secretary's Office

Briefing: Gina Erickson

Staff: Owens, (Jonathan Shrier will provide staff names from PI)

Meeting POC: Pauline Habr; 202-243-2443;

phabr@uaeembassy-usa.org

Attendees: Shrier, Jonathan; Person, George; McCollough, James; Owens, Missy; OConnor, Rod; Shrier, Jonathan;

Erickson, Gina; SCHU

#### **ACTUAL**

## SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, April 7, 2009

4.20 DM	NIXT	INTED	X / T 10 X X /
4:30 PM	NY	INTER	V I P. W

**5:00 PM** Attendees: Mueller, Stephanie; Edwards, Tiffany; Leistikow, Dan; Reynolds, Tom; SCHU

5:00 PM MEETING WITH 5:30 PM Secretary's Office 了(16)(6)

Attendees: Dykes, Mackey; SCHU

5:30 PM MEETING WITH MATT ROGERS

5:45 PM Secretary's Office

6:00 PM DEPART DOE EN ROUTE RESIDENCE

6:40 PM



Washington, DC 20585

**ACTUAL** 

#### SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, April 8, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM MORNING BRIEFING

9:15 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:15 AM PRESS BRIEFING

9:30 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:30 AM HOLD

12:30 PM Attendees: SCHU

12:30 PM SCHEDULING MEETING

1:00 PM Secretary's Office

Attendees: Scola, Lindsay; Gage, Peter; OConnor, Rod; Owens,

Missy; SCHU

1:00 PM DEPART DOE EN ROUTE STATE DEPT.

1:10 PM Attendees: SCHU

1:15 PM LUNCH WITH SECRETARY CLINTON

2:15 PM Department of State

Attendees: SCHU

2:15 PM DEPART STATE DEPT. EN ROUTE DOE

2:25 PM Attendees: SCHU

2:30 PM MEETING WITH ADOLFO CARRION

2:50 PM Secretary's Office

Attendees: Adolfo Carrion Derek Douglass Attendees: SCHU



(4/9/2009, 9:29:28 AM)

### SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, April 8, 2009

#### 3:15 PM MEETING WITH OIL COMPANIES

**4:15 PM** Secretary's Conference Room Oil Companies

Attending:

Jim Mulva, CEO, ConocoPhillips
Marvin Odum, CEO, Shell
John Watson, Vice Chairman, Chevron
David Nagel, Executive VP, BP
Bill Colton, Vice President, Corporate Strategic Planning,
ExxonMobil
Jack Gerard, CEO, American Petroleum Institute
Attendees: Gage, Peter; SCHU; OConnor, Rod

#### 4:30 PM SENIOR LEADERSHIP MEETING

**5:30 PM** 7E-069

Attendees: OConnor, Rod: Leistikow, Dan; Isakowitz, Steve; Pyke, Tom; Nolan, Betty; Whatley, Annie; Wells, Rita; Genovese, Natalie; Gruenspecht, Howard; Hoffman, Patricia; Byrd, Stacy (WAPA Liaison); Triay, Ines; Young, Loretta; Der, Victor; Vinson-Ball, Valerie; Fygi, Eric; Podonsky, Glenn; Parker, Diane; Marmolejos, Poli; Franklin, Rita; Friedman, Greg; Taylor, Diane; Geiser, David; Johns, Linda M.; Khanna, Sue; Johnson, Shane; Barnette, Sharon; Shrier, Jonathan; Swinson, Wanda; Kouts, Christopher; Gibson, Kimberly; Dehmer, Patricia; Moody, Demetrice; Leistikow, Dan; Jones, Everlener; Nicoll, Eric; Dodd, Jack (WAPA Liaison); Dickerson, Katharine; Henderson, Robin; Stewart, John M (NNSA); Baker, Ken (NNSA); Baskerville, Sonya; Strong, Tania; Dykes, Mackey; Jones, Everlener; Tierney, Sue; Baskerville, Sonya; Moe, Darrick (SWPA Liaison); Kolb, Ingrid; Ostendorff, Bill; Levin, Rebecca; Tierney, Sue; Johnson-Tolbert, Audrey; Chalk, Steven; Staton, Carl; Roberts, Lisa; James, Sarita; Owens, Missy; Rogers, Matt; Gage, Peter; Johnson, Kristina; Koonin, Steve; Borgia, Stanley J.; DAgostino, Thomas; 'Michael Brairton'; SCHU; Harencak, Garrett

#### 5:30 PM PERSONNEL MEETING

**6:00 PM** Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Dykes, Mackey; Levin, Rebecca; Johnson, Kristina; Koonin, Steve; SCHU

# SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, April 8, 2009

6:00 PM DEPART DOE EN ROUTE RESIDENCE

6:40 PM Attendees: SCHU

7:00 PM (T) PRIVATE DINNER

9:00 PM Chevy Chase Club

No special room, Reservation under Scott Harris

Attendees: SCHU



Washington, DC 20585

#### \*ACTUAL\*

Schedule for U.S. Energy Secretary Steven Chu
Thursday, April 9<sup>th</sup>, 2009 – Friday, April 10<sup>th</sup>, 2009
Washington, DC → Los Alamos, NM→ Albuquerque, NM→ Washington, DC

Weather:

Washington, DC Thursday: Partly Cloudy; High 65 // Low 48; 20 %

chance of rain

Friday: Showers; High 65 // Low 50; 40 % chance of

rain

Los Alamos, NM Partly Cloudy/Windy; High 54 // Low 37; 20% chance

of rain

Albuquerque, NM Mostly Sunny; High 71 // Low 45; 0% chance of rain

Time Zone:

Washington, DC Eastern Daylight Time Zone
Los Alamos, NM Mountain Daylight Time Zone
Albuquerque, NM Mountain Daylight Time Zone

**Traveling Staff:** 

Chief of Staff Rod O'Connor
Public Affairs Director Dan Leistikow

Los Alamos, NM

Advance Lead James McCollough Advance Site Francis Iacobucci

<u>Albuquerque, NM</u>

Advance Lead Devin Hampton
Advance Site James McCollough

Security:

<u>Attire:</u>

**Business** 

Scheduling contact:

\*Emergency Scheduling contact:

Lindsay Scola

Tony Rediger

è

# Thursday, April 9th, 2009

### Washington, DC → Los Alamos, NM → Albuquerque, NM

8:20 - 9:00 am

DEPART RESIDENCE EN ROUTE TO DOE

9:00 - 9:15 am

**MORNING BRIEFING** 

Location:

Secretary's Office

9:15 – 9:30 am

PRESS BRIEFING

Location:

Secretary's Office

9:30 - 9:45 am

TRIP BRIEFING

Location:

Secretary's Office

9:45 - 10:15 am

MEETING WITH

Location:

Secretary's Office

11:00 - 11:15 am

DEPART DOE EN ROUTE WHITE HOUSE

Limo:

S1, Rod O'Connor, Matt Rogers

11:15 – 12:30 pm

**VP CABINET MEETING** 

Location:

White House

Staff:

Rod O'Connor, Matt Rogers

12:30 - 12:40 pm

DEPART WHITE HOUSE EN ROUTE DCA

Limo: S1, Rod O'Connor

Note:

Independent Staff Movement to DCA

12:45 - 3:30 pm

WHEELS UP SANTA FE

Airport:

Reagan National Airport

FAA, Hangar 6

Airline:

FAA, N2

Manifest:

S1

Rod O'Connor Dan Leistikow

Adam Cohn

Security:

SA Derrick Parker

FAA:

703-603-7010

2:05 - 2:45 pm

REFUEL

Airport:

Jefferson City Memorial Airport

500 Airport Rd.

Jefferson City, MO 65101

3:30 - 3:40 pm

ARRIVE // LOAD

Airport:

Santa Fe Municipal Airport

FBO:

**Capital Aviation** 

87 Aviation Drive Santa Fe, NM 87507 (505) 471-2700

Airline:

FAA, N2

3:40 - 4:40 pm

EN ROUTE LOS ALAMOS NATIONAL LABORATORY

S1 Limo:

S1, Rod O'Connor, Mike Anastasio, Tom D'Agostino

Staff Car:

Francis Iacobucci, Dan Leistikow, Adam Cohn

4:40 - 4:55 pm

ARRIVE LOS ALAMOS NATIONAL LABORATORY

Location:

Nicolas C. Metropolis Center

Attendees:

Senator Tom Udall, Representative Ben Luján, Tom

D'Agostino, Michael Haertling, Los Alamos Employee

and Karen West, Los Alamos Employee

Site:

James McCollough

Staff:

Rod O'Connor, Dan Leistikow, Adam Cohn

PRESS: OPEN

Note:

Security Check: Coat, Pocket, & Bag Check in the Lobby

4:55 - 5:45 pm

#### POWER WALL PRESENTATIONS

Location:

Nicolas C. Metropolis Center

Attendees:

S1, Senator Udall, Representative Luján, Mike

Anastasio, Tom D'Agostino

Staff:

Rod O'Connor, Adam Cohn

PRESS:

**CLOSED** 

#### Format:

-Future Grid & Insertion of Renewables

Briefing: Terry Wallace, Principal Associate Director, Science,

Technology, Engineering

-RNA & Health Security.

Briefing: Kevin Sanbonmatsu, Theoretical Biology and Biophysics

-Climate Simulation.

Briefing: Terry Wallace, Principal Associate Director, Science,

Technology, Engineering

-Nuclear Weapons Certification Experiment & Simulation

Briefing: Charles McMillan, Associate Director, Weapons Physics

5:50 - 6:00 pm

#### PROCEED TO LANSCE BUILDING 622-VIA LANL BUS

6:00 - 6:15 pm

### EXPERIMENTAL ROOM VIEWING

Location:

Manuel Lujan Jr. Neutron Scattering Center

Room:

Viewing Window

Attendees:

S1, Senator Udall, Representative Luján, Mike

Anastasio, Tom D'Agostino, Terry Wallace

Staff:

Rod O'Connor, Adam Cohn

PRESS:

CLOSED

6:15 - 7:00 pm

### ROUND TABLE DISCUSSION/DINNER

Location:

Manuel Lujan Jr. Neutron Scattering Center

Room:

Lobby Area

Attendees:

S1, Senator Udall, Representative Luján, Mike

Anastasio, Tom D'Agostino, Terry Wallace, 13 Los

Alamos Employees

Staff:

Rod O'Connor, Dan Leistikow, Adam Cohn

Set-up:

20 people sitting at a hollow square

PRESS:

CLOSED

7:15 - 8:15 pm

**EN ROUTE FBO** 

S1 Limo:

S1, Rod O'Connor, Mike Anastasio, Tom D'Agostino

Staff Car: Dan Leistikow, Adam Cohn, James McCollough,

Francis Iacobucci

8:15 - 8:25 pm

ARRIVE // LOAD

Airport:

Santa Fe Municipal Airport

FBO:

Capital Aviation

87 Aviation Drive Santa Fe, NM 87507

(505) 471-2700

Airline:

FAA, N2

8:25 - 8:45 pm

WHEELS UP ALBUQUERQUE

FBO:

Capital Aviation 87 Aviation Drive

Santa Fe, NM 87507

Airline:

FAA, N2

Manifest:

S1, Rod O'Connor, Dan Leistikow, Tom D'Agostino

Security:

SA Derrick Parker SA Aaron Arnfeld

8:45 – 8:55 pm

ARRIVE // LOAD

Airport:

Albuquerque International Sunport Airport

FBO:

**Cutter Aviation** 

2502 Clark-Carr Loop SE Albuquerque, NM 87106

(505) 842-4184

Airline:

FAA

Cutter Aviation: 505-842-4184

8:55 - 9:05 pm

EN ROUTE RON

Limo: S1, Rod O'Connor, Dan Leistikow, Tom D'Agostino

**RON** 

ALBUQUERQUE, NM

Albuquerque Marriott

2101 Louisiana Boulevard NE Albuquerque, NM 87110

(505) 881-6800

# Friday, April 10th, 2009

#### Albuquerque, NM → Washington, DC

8:35 - 8:50 am

DEPART RON EN ROUTE SANDIA NATIONAL LABORATORY

Limo:

S1, Rod O'Connor, Dan Leistikow, Tom D'Agostino

Staff Car

James McCollough, Adam Cohn

8:50 - 9:00 am

ARRIVE SANDIA NATIONAL LABORATORY

Location:

Steve Schiff Auditorium

**Building 825** 

Attendees:

Senator Jeff Bingaman, Senator Tom Udall,

Representative Martin Heinrich

Site:

Devin Hampton

PRESS:

CLOSED

9:00 - 10:00 am

REMARKS TO NUCLEAR SECURITY LABORATORIES: "THE ROLE OF THE NUCLEAR SECURITY LABORATORIES IN MEETING NATIONAL CHALLENGES"

Location:

Steve Schiff Auditorium

**Building 825** 

Attendees:

Senator Jeff Bingaman, Senator Tom Udall

Representative Martin Heinrich, Sandia National Lab

employees

Site:

Devin Hampton Dan Leistikow

Staff:

Dan Leistikow

Set-up:

Auditorium with podium on a stage

PRESS:

**OPEN** 

Format:

-Welcoming remarks from Tom Hunter, Director of Sandia National

Laboratory, he introduces Congressman Heinrich

-Remarks from Congressman Martin Heinrich, he introduces Senator

Udall

-Remarks from Senator Tom Udall, he introduces Senator Bingaman

-Remarks from Senator Jeff Bingaman

-Senator Bingaman introduces YOU

-YOU give remarks for 30-40 minutes

10:15 – 10:45 am

TOUR OF MICROSYSTEMS AND ENGINEERING SCIENCES AND APPLICATIONS (MESA) FACILITIES

Location:

**MESA Building** 

Attendees:

S1, Senator Jeff Bingaman, Senator Tom Udall

Representative Martin Heinrich, Tom D'Agostino

Site:

Devin Hampton

Staff:

Dan Leistikow, Rod O'Connor, Adam Cohn

PRESS:

**OPEN** 

Format:

-Science and Technology at Sandia National Labs

Briefing: Rick Stulen

-MESA Corridor Tour

Briefing: Gil Herrera
-Solid State Lighting Science
Briefing: Mary Crawford

Briefing. Hary Crawjor

10:45 – 11:00 am **PRESS AVAILABILITY** 

Location: Innovation Corridor Site: Devin Hampton

Staff: Dan Leistikow

PRESS: OPEN

11:00 – 12:50 pm TOUR WEAPONS INTEGRATION FACILITY

Location: Weapons Integration Facility

Room: Views Corridor

Attendees: S1, Tom D'Agostino, Senator Jeff Bingaman, Senator

Tom Udall, Representative Martin Heinrich

Staff: Rod O'Connor, Adam Cohn

PRESS: CLOSED

**Format:**-Integrating Overview of Sandia S&T Through Mission

Briefing: Tom Hunter

-Materials Response in Extreme Environments

Briefing: Mike Desjarlais
-Clear and Efficient Combustion
Briefing: Craig Taatjes

-Real-Time Situational Awareness: Synthetic Aperture Radar

Briefing: Bryan Burris
-Treaty and Climate Monitoring

Briefing: George Backus & John Roskovensky

-Wrap up discussion

1:00 – 1:05 pm **EN ROUTE ABQ** 

S1 Limo: S1, Rod O'Connor, Dan Leistikow, Tom D'Agostino

Staff Car: James McCollough, Devin Hampton, Adam Cohn

1:05 – 1:15 pm **ARRIVE** // **LOAD** 

Airport: Albuquerque International Sunport Airport

FBO: Cutter Aviation

2502 Clark-Carr Loop SE

Albuquerque, NM 87106

Airline: FAA, N2

1:15 – 7:15 pm **WHEELS UP DCA** 

FBO: Cutter Aviation

2502 Clark-Carr Loop SE Albuquerque, NM 87106

(505) 842-4184

Airline: FAA, N2

Manifest: S1, Rod O'Connor, Dan Leistikow, Tom D'Agostino,

Adam Cohn

Security: SA Derrick Parker

6:55 - 7:00 pm

ARRIVE // LOAD

Airport:

Reagan National Airport

FAA, Hangar 6

Airline:

FAA, N2

FAA:

703-603-7010

7:00 - 7:30 pm

EN ROUTE RESIDENCE

Limo: S1

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Washington, DC 20585

**ACTUAL** 

# SCHEDULE FOR ENERGY SECRETARY CHU Monday, April 13, 2009

8:20 AM DEPART RESIDENCE EN ROUTE WHITE HOUSE

9:00 AM

9:00 AM EASTER EGG ROLL

12:00 PM White House

Attendees: SCHU

12:00 PM DEPART WHITE HOUSE EN ROUTE DOE

12:10 PM Attendees: SCHU

12:10 PM HOLD FOR LUNCH

12:30 PM Attendees: SCHU

12:30 PM TRAVEL PRE BRIEF

1:30 PM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; SCHU; Shrier,

Jonathan

2:00 PM MEETING WITH TOM PYKE

2:30 PM Secretary's Office

No briefing needed

Attendees: OConnor, Rod; Owens, Missy; SCHU

2:30 PM PRE PRESS BRIEFING TIME

3:00 PM Secretary's Office

Attendees: Reynolds, Tom; Edwards, Tiffany; Mueller,

Stephanie; Leistikow, Dan; SCHU

3:00 PM OFFICE TIME

3:30 PM Attendees: SCHU



**ACTUAL** 

# SCHEDULE FOR ENERGY SECRETARY CHU Monday, April 13, 2009

#### 3:30 PM UTILITY COMPANIES

4:30 PM Secretary's Office

**Utility Companies** 

Attending:

Michael Morris, CEO, American Electric Power

Kevin Burke, CEO, Consolidated Edison

Tom Farrell, CEO, Dominion Power

James Rogers, CEO, Duke Energy

Lew Hay, CEO, FPL Group

David Crane, CEO, NRG Energy

James Miller, CEO, Pennsylvania Power & Light

Bill Johnson, CEO, Progress Energy

Ralph Izzo, CEO, Public Service Enterprise Group

Alan Fohrer, CEO, Edison Company

David Ratcliffe, CEO, Southern Company

Tom Kilgore, CEO, Tennessee Valley Authority

Attendees: Gage, Peter; SCHU

### 4:45 PM MEETING WITH ERIC SCHWARTZ

5:15 PM Attendees: OConnor, Rod; SCHU



Washington, DC 20585

**ACTUAL** 

# SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, April 14, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:45 AM BRIEFING WITH STAN BORGIA

**10:00 AM** GA-293

Attendees: OConnor, Rod; Cohn, Adam; Borgia, Stanley J.; Frey, Susan L.; Harris, Shandra D.; Johnson, Sandra; Goodale, Alex C.; Spittal, Wendy; Scott, Keiana N.; Creque, Terry R.; Manternach, Jamison; Day, Chris; Priniotakis, Manolis R.; Parker, Helen; Otha, Lailoni A.; Nousen, Douglas L.; Donner, Michael A; Burch, Linda C.; Menold, Ronald E; Fedarcyk, Michael R.; Clay, Renee; Howard, Ana C; Dezorzi-O'Leary, Renae; Teribury, Michael J.; Johnson, Deborah K.; Duval, Rose I.; Dumaine, Carol A.; Schiller, Mika; Hutton, Mike; Falkowski, Deanna M.; Williams, Steven C; Clay, Renee; DAgostino, Thomas; Ostendorff, Bill; SCHU

11:30 AM PRE PRESS BRIEFING TIME

12:00 PM Attendees: Edwards, Tiffany; Mueller, Stephanie; SCHU

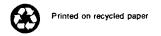
12:00 PM PRESS TIME

12:30 PM Briefing: Mueller/Edwards

Attendees: Mueller, Stephanie; Edwards, Tiffany; SCHU

12:50 PM DEPART DOE EN ROUTE USDA

12:55 PM Attendees: SCHU



# SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, April 14, 2009

1:00 PM EE PRINCIPALS LUNCH

2:00 PM USDA

No Briefing

Attendees: SCHU

2:00 PM DEPART USDA EN ROUTE DOE

2:05 PM Attendees: SCHU

2:30 PM MEETING WITH MISSY OWENS

3:00 PM Secretary's Office

Attendees: Owens, Missy; SCHU

3:00 PM PERSONNEL MEETING

4:00 PM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Dykes, Mackey; Levin, Rebecca; Johnson, Kristina; Koonin, Steve; SCHU

4:00 PM TRAVEL PRE BRIEF

5:00 PM Secretary's Office

Attendees: Owens, Missy; OConnor, Rod; SCHU

7:15 PM DEPART DOE FOR

7:30 PM



Washington, DC 20585

ACTUAL

# SCHEDULE FOR ENERGY SECRETARY CHU

Wednesday, April 15, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM OFFICE TIME

9:45 AM Attendees: SCHU

10:00 AM NLDC CALL

11:00 AM Secretary's Office

Call In Number:

Attendees: Levin, Rebecca; Pyke, Tom; Cohen, Adam; SCHU

11:00 AM SCHEDULING MEETING

11:45 AM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Gage, Peter; Scola,

Lindsay; Levin, Rebecca; Katz, David; SCHU

12:00 PM PRE BRIEF FOR MEETING WITH CHINESE

12:30 PM COUNCILOR YANGDONG

Secretary's Office

Attendees: Shrier, Jonathan; Huangfu, Ehr-Ping; SCHU

12:30 PM HOLD FOR LUNCH

1:00 PM Attendees: SCHU

1:15 PM MEETING WITH SKILA HARRIS

1:30 PM Secretary's Office

Attendees: OConnor, Rod; Harris, Skila

# SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, April 15, 2009

1:45 PM TESTIMONY BRIEFING

2:45 PM Secretary's Office

Attendees: Utech, Dan; SCHU

2:45 PM TRAVEL PRE BRIEF

4:00 PM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Gage, Peter; Shrier,

Jonathan; SCHU

4:00 PM DEPART DOE EN ROUTE EEOB

4:10 PM Attendees: SCHU

4:15 PM ABC INTERVIEW

4:25 PM White House Lawn

4:30 PM PRINCIPALS MEETING: AUCTION/ALLOCATION AND

5:30 PM REVENUE RETURN

**EEOB 350** 

Attendees: OConnor, Rod; Owens, Missy; Utech, Dan; SCHU

5:30 PM DEPART EEOB EN ROUTE DOE

5:40 PM

6:00 PM CHINESE STATE COUNCILOR MADAME LIU

6:30 PM YANGDONG, MINISTRY OF SCIENCE & TECHNOLOGY

7E-069

Briefing: Shrier

Meeting POC: Her-Ping Huangfu

Attendees: Huangfu, Ehr-Ping; Shrier, Jonathan; Owens, Missy;

OConnor, Rod; McCollough, James; SCHU

6:30 PM DEPART DOE EN ROUTE RESIDENCE

7:10 PM



Washington, DC 20585

### Secretary Steven Chu ACTUAL SCHEDULE APRIL 16, 17, 18, 19

Washington, DC to Mexico, City to Trinidad to Washington, DC

Weather:

Washington, DC:

Thursday: Sunny, High 62//Low 41; 0% chance of rain

Sunday: Mostly cloudy, High 63//Low 50; 20%

chance of rain

Mexico City: Trinidad Sunny, High 81//Low 51, 10% chance of rain Sunny, High 89//Low 74, 30% chance of rain

Time Zone:

Washington DC Mexico City, Mexico

Trinidad

Eastern Daylight Time Zone Central Daylight Time Zone

Trinidad and Tobago Standard Time

**Traveling Staff:** 

Chief of Staff Senior Advisor Rod O'Connor David Sandalow

**Advance Staff:** 

Lead

Scheduling & Advance Director

Devin Hampton

Peter Gage

Security:

Mexico City

**Trinidad** 

Attire:

**Business** 

Scheduling contact:

Lindsay Scola

Cell:

Thursday, April 16, 2008

Washington, DC → Mexico City, Mexico

7:30 - 8:30 am

DEPART RESIDENCE EN ROUTE TO ANDREWS AFB

8:30 am

ARRIVE ANDREWS AFB

10:00 - 1:10 pm	WHEELS UP MEXICO CITY, MEXICO		
	Airport:	Andrews Air Force Base	
	AAFB:	(301) 981-2100	
	Note:	Also on plane: Larry Summers, General Jones, Sen.	
		Baucus, Rep. Rangel, Rep. Becerra, Rep. Rodriguez,	
		Rep. Farr, Rep. Velazquez, Rep. Meek, David Axlerod,	
		Jim Messina, Robert Gibbs	
	INDEPENDE	NT STAFF MOVEMENT:	
10:45 - 1:45pm	WHEELS UP TO MEXICO		
1:45 - 2:30pm	BUS TO INT	TERCONTINENTAL	
1:10 – 1:30 pm	HELICOPT	ER TO CAMPO MARTE LANDING ZONE	
1.10 1.50 pm	Note:	Secretary Napolitano will be at Landing Zone waiting	
	110101	for the group upon arrival	
	Staff:	Andrea Lockwood will be at the Landing Zone waiting	
		for the group upon arrival	
	Transport:	Marine 1	
1:35 – 1:40 pm	MOTORCA	DE TO LOS PENOS	
1.55 1.10 pm	Vehicle:	Support with other dignitaries	
	v omete.	Support Willi Gillor digilitaties	
1:45 – 2:05 pm	WELCOME	CEREMONY	
	On Stage:	POTUS, President Calderon, S1, Sec. Napolitano,	
		Director Summers, Mexican delegation officials	
	PRESS:	OPEN	
2:05 - 3:10  pm	BILATERAI	L MEETING	
•	Attending:	POTUS, S1, Sec. Napolitano, Director Summers John	
		Brennan, NSC Attendees, President Calderon, Mexican	
		Government Officials	
	PRESS:	SPRAY	
3:10 – 3:20 pm	ENERGY ECONOMY BILATERAL MEETING		
<b>P</b>		S1, Larry Summers, Mexican Counterparts	
	Staff:	Andrea Lockwood	
	PRESS:	SPRAY	
3:20 – 5:30 pm	PRESS CON	FERENCE	
5.20 5.50 pm	Attending:	POTUS, President Calderon	
	PRESS:	OPEN	
	Note:	Cabinet in front row	
5.25 mm	PAI DATIME I		
5:35 pm	Limo:	INTERCONTINENTAL HOTEL	
	Limo:	S1, Andrea Lockwood	
5:45 pm	DOWN TIM	<b>C</b> ~··	
7:00 pm	LOAD VEHI	CLE FOR MOTORCADE DEPARTURE	
7:20 pm	DEPART IN	TERCONTINENTAL HOTEL EN ROUTE MUSEUM	

Limo:

SI

7:30 pm

ANTHROPOLOGY MUSEUM- GREET WITH MEXICAN

**LEGISLATORS** 

7:35 - 9:30 pm

**WORKING DINNER** 

Location:

Anthropology Museum

Attending:

80 People

Staff:

Site:

PRESS:

Can attend, but cannot participate

9:40 pm

**EN ROUTE RON** 

**RON** 

INTERCONTINENTAL HOTEL

# Friday, April 17th

NOTE:	INDEPENDENT STAFF MOVEMENT			
7:45 am	INTERCONTINENTAL HOTEL EN ROUTE AIRPORT			
8:45 am	LOAD LIMO EN ROUTE HELICOPTER			
9:00 am	MOTORCADE DEPARTURE			
	Limo: S1			
9:20 am	LOAD – HELICOPTER TO FBO			
	Transport: Helicopter #3			
9:45 – 3:45pm	WHEELS UP TRINIDAD			
NOTE:	INDEPENDENT STAFF MOVEMENT			
3:00 - 3:45  pm	AIRPORT EN ROUTE HILTON HOTEL- Support Bus			
	Note: Peter Gage will meet you at the Hotel with your credentials			
3:45 – 4:15pm	EN ROUTE HYATT HOTEL			
•	Limo: S1, Frances Colon (US State Dept)			
NOTE:	INDEPENDENT STAFF MOVEMENT			
	EN ROUTE HYATT HOTEL			
	Staff 1: Gage, O'Connor, Sandalow			
5:00 – 8:00 pm	OPENING CEREMONIES			
	Note: Sit with delegation (POTUS, S1, Sec. Clinton, Sec.			
	Solis, Ambassador Kirk, General Jones, Ambassador			
	Davidow, Dir. Summers			
	Staff: Lestikow			

**Devin Hampton** 

**OPEN** 

8:20 - 9:00pm

MULTI LATERAL- CARICOM STATES AND ASSOCIATE

**MEMBERS** 

Attending:

POTUS, S1, Sec. Clinton, Sec. Solis, Ambassador Kirk,

Gen. Jones, Dir. Summers, other foreign delegation

officials

PRESS:

SPRAY

Staff:

None

9:00pm

DEPART EN ROUTE HILTON HOTEL

Limo: S1, O'Connor

Staff Van #2: Sandalow, Leistikow Embassy Vehicle: Gage, Hampton

**RON** 

**HILTON HOTEL** 

Saturday, April 18th

7:40am

**DEPART HILTON** 

Limo: S1, O'Connor

Staff Van #2: Sandalow, Leistikow Embassy Vehicle: Gage, Hampton

7:55am

ARRIVE HYATT CONVENTION CENTER

8:00 - 9:00am

MULTILATERAL MEETING WITH UNASUR (SOUTH

AMERICAN

Attending:

POTUS, S1, Sec. Clinton, Sec. Solis, Ambassador Kirk,

Gen. Jones, Amb. Davidow, other foreign delegation

officials

PRESS:

**SPRAY** 

Note:

Principals Only

9:05 - 9:25am

**BRIEFING SESSION** 

Attending:

US Delegation

Note:

Dennis McDonough will lead briefing for POTUS,

Cabinet, and Congressional Delegation

9:30am - 12:15pm

**BILATERAL MEETING** 

Attending:

S1, Minister of Chile, Minister of Trinidad

PRESS:

None

12:30 - 2:15pm

LEADERS LUNCH ON ENVIRONMENT

Attending:

S1, Sec. Clinton

SIDE NOTE:	EVENTS FOR OTHERS IN DELEGATION
9:30 - 11:45am	Plenary 1: Human Prosperity, Port of Spain Ballroom, Level 2 Conf
	Center
11:45 –12:15am	Official Photo, Hallway, Level 2 Hyatt
12:30-2:15pm	Lunch: Environment, Jade Room, Level 2 Hyatt (speech by UN Sec Gen)

2:30 - 4:15pm

**PLENARY 2: ENERGY** 

Location: Attending:

Port of Spain Ballroom, Level 2 Conf Ctr POTUS, S1, others in U.S. delegation

4:15 - 4:30pm

**PLENARY 3: SECURITY** 

Attending:

S1, others from the delegation

Note:

S1 held the US's seat until POTUS returned from break

SIDE NOTE:

**EVENTS FOR OTHERS IN DELEGATION** 

4:15-6:15pm

Plenary 3: Democracy, Security & Follow-up, Port of Spain Ballroom,

Level 2 Conf Center

4:45 - 5:15pm

**BILATERAL MEETING** 

Location:

Suite

Attending:

S1, Costa Rican Energy Minister

PRESS:

None

5:30 - 6:00pm

PRESS BRIEFING

Location:

**Press Briefing Room** 

Attending:

S1, NSC Department Director McDonough

8:00 - 10:00pm

**DINNER AND SHOW** 

Location:

Regency Ballroom, Level 2 Hyatt

Attending:

S1 seated with Ministers with similar portfolios

10:00pm

DEPART HYATT EN ROUTE HILTON

Limo: S1, O'Connor

Staff Van #2: Sandalow, Leistikow Embassy Vehicle: Gage, Hampton

**RON** 

HILTON

#### Sunday April 19th

BAG CALL FOR ALL TRAVELING ON AFI OR SUPPORT AIRCRAFT. 8AM

7:30am

**DEPART HILTON EN ROUTE HYATT** 

Limo: S1, O'Connor

Staff Van #2: Sandalow, Leistikow Embassy Vehicle: Gage, Hampton

8:00 - 8:45am

MULTILATERIAL MEETING WITH SICA (CENTRAL

AMERICA AND DR

Location:

Point Fortin Room, Level 1 Conference Center

Attending:

POTUS, S1, Sec. Clinton, Sec. Solis, Ambassador Kirk,

Gen. Jones, Amb. Davidow, other foreign delegation

officials

PRESS:

**SPRAY** 

8:45 - 9:20am

**BILATERAL MEETING** 

Attending:

S1, Foreign Minister of Brazil

PRESS:

None

Staff:

None

9:30am

DEPART HYATT EN ROUTE HILTON

Limo: S1, O'Connor

Staff Van #2: Sandalow, Leistikow

Embassy Vehicle: Hampton

NOTE:	<u>INDEPENDENT STAFF MOVEMENT</u>			
11:30am	DEPART HILTON EN ROUTE FBO- SUPPORT BUS			
	O'Connor, Sandalow			
12:25pm	<b>DEPART HILTON EN ROUTE FBO</b> Limo: S1			
1:35 – 6:35pm	WHEELS UP TRINIDAD TO ANDREWS AFB			
6:35 – 6:45pm	ARRIVE//LOAD			
6:50 – 7:35pm	DEPART ANDREWS AFB EN ROUTE RESIDENCE			



Washington, DC 20585

**ACTUAL** 

# SCHEDULE FOR ENERGY SECRETARY CHU Monday, April 20, 2009

13 (6)(6)

8:20 AM DEPART RESIDENCE EN ROUTE FAIRMOUNT HOTEL

9:00 AM Attendees: SCHU

9:00 AM ASSOCIATON OF AMERICAN UNIVERSITIES

9:45 AM MEMBERSHIP MEETING

Fairmont Hotel

Briefing: Pat Dehmer

POC: Leslie Billy

Attendees: Owens, Missy; SCHU

9:45 AM EN ROUTE DOE

10:00 AM

10:00 AM MEETING WITH MISSY OWENS

10:30 AM Secretary's Office

Attendees: Owens, Missy

10:30 AM OFFICE TIME

11:00 AM

11:00 AM DEPART DOE EN ROUTE WHITE HOUSE

11:15 AM

11:15 AM CABINET MEETING

1:00 PM White House- TBD

Briefing: The White House will be providing a briefing memo

PRESS: Spray

Note: Principals Only

Attendees: OConnor, Rod; Owens, Missy; Leistikow, Dan;

Gage, Peter; SCHU

1:00 PM DEPART WH EN ROUTE DOE

1:10 PM

1:15 PM HOLD FOR LUNCH

1:30 PM Attendees: SCHU

# SCHEDULE FOR ENERGY SECRETARY CHU Monday, April 20, 2009

#### 1:30 PM NATURAL GAS COMPANIES MEETINGS

2:30 PM 7E-069

Briefing: Victor Der

Attending:

James Hackett, CEO, Anadarko

G. Steven Farris, CEO, Apache

Randy Eresman, CEO, Encana (Note: Canadian Citizen)

Richard Kinder, CEO, Kinder Morgan

Clarence Cazalot, CEO, Marathon

Robert Skaggs, CEO, NiSource

T. Boone Pickens, Chairman, BP Capital Management

Gregory Ebel, CEO, Spectra Energy

Steve Malcolm, CEO, Williams

Mark Papa, CEO, EOG Resources

Clay Harris, CEO, GDF Suez

Rod Nelson, Senior Vice President, Schlumberger

Thomas Skains, CEO, Piedmont Natural Gas

Attendees: Gage, Peter; OConnor, Rod; Rogers, Matt; Der,

Victor; SCHU

#### 2:30 PM HEARING BRIEFING

3:30 PM Secretary's Office

Attendees: Utech, Dan; OConnor, Rod; Owens, Missy; Nolan,

Betty; SCHU; Sandalow, David

#### 4:30 PM MEETING WITH CALIFORNIA TECH PRESIDENT DR.

#### 4:50 PM JEAN-LOU CHAMEAU

Secretary's Office

POC: Michael Ledford (202) 289-7475

Attendees: OConnor, Rod; Owens, Missy; SCHU

#### 4:50 PM MEETING WITH JONATHAN LEVY

4:55 PM Secretary's Office

Attendees: Levy, Jonathan

#### 4:55 PM DEPART DOE EN ROUTE WHITE HOUSE

5:10 PM

# **ACTUAL**

# SCHEDULE FOR ENERGY SECRETARY CHU Monday, April 20, 2009

5:00 PM CALL WITH CONGRESSMAN SKELTON- EN ROUTE 5:15 PM TO WHITE HOUSE

> Secretary's Office Briefing: Tsongas

We will place call: (202) 225-2876

Attendees: Tsongas, Katina; Nolan, Betty; Bodette, Amy; SCHU

5:15 PM HEARING BRIEFING

**6:15 PM** White House-Roosevelt Room

Attendees: Owens, Missy; OConnor, Rod; Utech, Dan; SCHU

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# SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, April 21, 2009

# 11:00 AM MEETING WITH NATIONAL MATH AND SCIENCE 11:30 AM INITIATIVE BOARD MEMBERS

8E-069

Brief: Pat Dehmer Staff: Pat Dehmer

#### Attending:

Bruce Alberts, Former President of the National Academy of Sciences

Norm Augustine, Former Chairman and Chief Executive Officer, Lockheed Martin Corporation

Gov. Gaston Caperone, former Governor of West Virginia Tom Luce, NMSI Chief Executive Officer, former President, American Association for the Advancement of Science Bernard Harris, Jr., MD, President and Founder, The Harris Foundation, Inc.

Dr. Sally Ride, former NASA Astronaut and President and CEO of Sally Ride Science

Dr. Beverly Tatum, President of Spelman College Roy Vagelos, MD, Former Chairman and CEO, Merck & Co., Inc.

Charles M. Vest, President, National Academy of Engineering 10. Shirley Malcolm, Head of the Directorate for Education and Human Resources, American Association for the Advancement of Science

Attendees: Owens, Missy; Dehmer, Patricia; SCHU; Johnson, Kristina

11:30 AM OFFICE TIME 12:00 PM Secretary's Office

Attendees: SCHU; Bodette, Amy



Washington, DC 20585

**ACTUAL** 

# SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, April 21, 2009

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: Tierney, Sue; OConnor, Rod; Leistikow, Dan; West,

Phil; Levin, Rebecca; SCHU

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: Tierney, Sue; OConnor, Rod; Levin, Rebecca; SCHU

9:30 AM MEETING WITH U.S. AMBASSADOR TO RUSSIA JOHN

10:00 AM BERYLE

Secretary's Office

Briefing: Lana Ekimoff

Staff: Adam Cohn

Attending:

John Beryle

Alex Greenstein

Attendees: OConnor, Rod; Owens, Missy; McCollough, James;

Ekimoff, Lana; Shrier, Jonathan; Cohn, Adam; Francis, Maria;

Sandalow, David; SCHU

10:00 AM FIELD MANAGERS COUNCIL MEETING

10:45 AM 7E-069

Briefing: Mike Weis

POC: Mike Weis 6-0286

Attendees: Weis, Mike; Owens, Missy; OConnor, Rod; SCHU

# SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, April 21, 2009

#### 12:00 PM LUNCH WITH SALLY ERICSSON AND EXAMINERS

1:00 PM Secretary's Conference Room

Attending:

Sally Ericsson

Richard Mertens

Kevin Carroll

Rob Sandoli

Mike Holland

JENIFER KARWOSKI

LORI KRAUSS

CHRISTINE MCDONALD

JOHN PFEIFFER

**DONOVAN ROBINSON** 

LEO SOMMARIPA

CYNDI VALLINA

**UDAY VARADARAJAN** 

Staff:

Rod OConnor

Neile Miller

Steve Isakowitz

Matt Rogers

Attendees: OConnor, Rod; Miller, Neile; Isakowitz, Steve;

McCollough, James; Rogers, Matt; SCHU

#### 1:15 PM MEETING WITH ERIC HEITZ, ENERGY FOUNDATION

1:45 PM Secretary's Office

Briefing: Anne Jakle

Attendees: Chalk, Steven; Owens, Missy; OConnor, Rod; SCHU

#### 1:45 PM HEARING BRIEFING

3:45 PM Secretary's Office

Attendees: Utech, Dan; OConnor, Rod; Owens, Missy; Nolan,

Betty; SCHU

#### 4:00 PM MEETING WITH MISSY OWENS

4:15 PM Secretary's Office

Attendees: Owens, Missy; SCHU

# SCHEDULE FOR ENERGY SECRETARY CHU Tuesday, April 21, 2009

4:15 PM PRE PRESS BRIEFING

4:30 PM Secretary's Office

Attendees: Edwards, Tiffany; Leistikow, Dan; Reynolds, Tom;

Mueller, Stephanie; SCHU

4:30 PM PRESS TIME- CHRIS JOYCE, NPR

5:00 PM Secretary's Office

Attendees: Mueller, Stephanie; Leistikow, Dan; Reynolds, Tom;

Edwards, Tiffany; SCHU

5:00 PM DEPART DOE EN ROUTE EEOB

5:15 PM

5:15 PM NSC PRINCIPALS MEETING- CLIMATE CHANGE

6:30 PM POLICY

**350 EEOB** 

Briefing: Dan Utech

Chaired by General Jones and Larry Summers

Attendees: Cohn, Adam; OConnor, Rod; Owens, Missy; Utech,

Dan: SCHU

6:30 PM DEPART EEOB EN ROUTE RESIDENCE

7:10 PM Attendees: SCHU



Washington, DC 20585

**ACTUAL** 

### SCHEDULE FOR ENERGY SECRETARY CHU Wednesday, April 22, 2009

8:30 AM DEPART RESIDENCE EN ROUTE DOE

9:10 AM Attendees: SCHU

9:30 AM HEARING

12:50 PM Rayburn House Office Building 2123

Attendees: Levy, Jonathan; Utech, Dan; SCHU

12:50 PM DEPART RAYBURN BUILDING EN ROUTE CAPITOL

12:55 PM

1:00 PM MEETING WITH SENATOR DURBIN

1:30 PM Capitol, S321

Briefing: Dan Utech

Attendees: OConnor, Rod; Owens, Missy; Utech, Dan; Nolan,

Betty; Levy, Jonathan; SCHU

1:30 PM DEPART CAPITOL EN ROUTE DOE

1:40 PM

2:45 PM EARTH DAY CEREMONY REMARKS

3:15 PM Forrestal Auditorium

Attendees: SCHU

4:00 PM INTERVIEW WITH NYT

4:20 PM Secretary's Office

Attendees: Stutsman, Jen; Leistikow, Dan; Mueller, Stephanie

6:00 PM DEPART DOE EN ROUTE RESIDENCE

6:40 PM



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# \*FINAL\* DAILY SCHEDULE FOR SECRETARY CHU THURSDAY, APRIL 23, 2009 WASHINGTON, D.C.

8:20 - 9:00am

DEPART RESIDENCE EN ROUTE DOE

Limo:

S1

9:00 - 9:15am

PRESS BRIEFING

Location:

Secretary's Office

9:15 - 9:45am

MEETING WITH MICHAEL MCQUADE, VP FOR SCIENCE

AND TECHNOLOGY, UNITED TECHNOLOGIES

Location:

Secretary's Office

Staff Attending: Rod O'Connor, Kristina Johnson, Steve Koonin, Steve

Chalk

**Briefing Author: EERE** 

#### **Attendees:**

 Michael McQuade, President of Fuel Cells and Vice President for Science and Technology

 Mr. Gregg Ward, Senior Vice President, Government Affairs

3. Mr. Bill Sisson, Director of Sustainability and Co-Lead on EEB project

9:45 - 10:15am

PERSONNEL MEETING

Location:

Secretary's Office

10:25 - 10:40am

**DEPART DOE EN ROUTE EEOB** 

Limo

S1, Matt Rogers

10:45 - 11:45am

VP CABINET MEETING (ECONOMIC RECOVERY

**IMPLEMENTATION CABINET MEETING)** 

Location:

**EEOB 276** 

Staff Attending: Matt Rogers Briefing Author: Emily Slota

11:45 - 11:55am

DEPART EEOB EN ROUTE DOE

Limo:

S1, Matt Rogers

12:15 – 1:15pm

SENIOR LEADERSHIP MEETING

Location:

7E-069

Staff Attending: Travis Dredd

1:15 – 1:45pm	HOLD FOR LUNCH
•	Location: Secretary's Office
3:00 - 3:30pm	CALL WITH ERIC SCHMIDT
	Location: Secretary's Office
	Staff Attending: Becca Levin
	Briefing Author:Becca Levin
4:00 - 5:00pm	JASON PREP
	Location: Secretary's Office
	Staff Attending: Nathan Barr
5:40 - 5:55pm	DEPART DOE EN ROUTE EEOB
	Limo: S1, Dan Utech
6:00 - 7:00pm	EE PRINCIPALS MEETING: OFFSETS AND
	COMPETITIVENESS
	Location: EEOB 350
	Staff Attending: Dan Utech
	Briefing Author:Dan Utech
7:00 – 7:10pm	DEPART EEOB EN ROUTE
•	Limo: S1 (b)(6)
7:30 – 10:30pm	
	J
10:30 – 11:00pm	DEPART EN ROUTE RESIDENCE

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: OConnor, Rod; Leistikow, Dan; Levin, Rebecca;

SCHU; Poneman, Daniel

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: OConnor, Rod; Levin, Rebecca; SCHU; Poneman,

Daniel

9:30 AM STATE GRID MEETING

10:00 AM Secretary's Conference Room

Staff Attending: Rod O'Connor, Jonathan Shrier

Briefing: PI

Attendees: Sandalow, David; Shrier, Jonathan; OConnor, Rod;

Owens, Missy; SCHU

10:00 AM MEETING WITH NUCLEAR REGULATORY

10:30 AM COMMISSION CHAIRMAN DALE KLEIN

Secretary's Conference Room POC: Linda Herr (301) 415-1759

Attending:

Dale Klein, Chair, NRC

Paul Dickman, NRC Chief of Staff

Karen Cyr, NRC, General Counsel

Rebecca Schmidt, NRC Director of the Office of Congressional

**Affairs** 

Attendees: OConnor, Rod; Owens, Missy; Johnson, Shane;

DAgostino, Thomas; SCHU

11:00 AM DEPART DOE EN ROUTE MCLEAN, VA

11:25 AM

11:30 AM JASON CONFERENCE REMARKS

12:30 PM 7525 Colshire Dr., McLean, VA

Staff Attending: Missy Owens, Nathan Barr

Briefing: Dehmer Remarks: Nathan Barr

Meeting POC: Lori Garrett (703) 983-7122

Attendees: Barr, Nathan; OConnor, Rod; Owens, Missy; Leistikow, Dan; Reynolds, Tom; Yake, Ethan C.; SCHU

12:30 PM DEPART MCLEAN, VA EN ROUTE DOE

12:50 PM

12:50 PM HOLD FOR LUNCH

1:00 PM Attendees: SCHU

1:00 PM SCHEDULING MEETING

1:30 PM Secretary's Office

Attendees: OConnor, Rod; Owens, Missy; Gage, Peter; Scola, Lindsay; Levin, Rebecca; Bodette, Amy; SCHU; Leistikow, Dan

#### 1:30 PM WEAPONS CONTRACTORS MEETING

2:30 PM 7E-069

Staff Attending:

Missy Owens and Adam Cohn Briefing Author: Pete Hanlon

#### Attending:

Dr. Bruce Warner, Associate Director, Lawrence Livermore

National Security, LLC

Glenn Mara, Principal Assoicate Director, Lawrence Livermore

National Security, LLC

Dr. Joan Woodard, Executive VP and Deputy Laboratory

Director, Sandia Corporation

Mr. Daryl Kolhorst, President and General Manager, B&W Y-12

Mr. Greg Meyer, Manager, B&W Pantex

Mr. Chris Gentile, VP for Tritium Operations, Savannah River

**Nuclear Solutions** 

Charles Munns, CEO, Savannah River Nuclear Solutions

Mr. Bruce Darling, Executive VP for Research and National

Laboratories, University of California

Chris Kubasik, Executive Vice President, Lockheed Martin

Mr. Bill Dudley, President and COO, Bechtel Group

Mr. Robert Cochran, President, Babcock and Wilcox Technical Services Group, Inc.

Dr. Jeffrey Wadsworth, President and CEO, Battelle Memorial Institute

Dr. Ellen Livingston, Senior Vice President, Energy &

Environment, Washington Division of URS Corporation

Attendees: OConnor, Rod; Owens, Missy; Cohn, Adam;

DAgostino, Thomas; SCHU

# 2:30 PM MEETING WITH TOM CLARK AND PETER 3:30 PM WHITFIELD

Secretary's Office

Staff Attending: Eric Fygi, Marc Johnston, Monekia Franklin

Briefing Author: Eric Fygi

Attending: Tom Clark, DOJ Peter Whitfield, DOJ

Calling in to the meeting: Clay Samford, DOJ John Smith, Reed Smith, LLP (Representing U of CA) Attendees: Fygi, Eric; OConnor, Rod; Franklin, Monekia; Johnston, Marc; SCHU

#### 3:30 PM LAB CONTRACTORS MEETINGS

4:30 PM 7E-069

Staff Attending: Missy Owens and Steve Koonin

Briefing Author: Devon Streit

Attending:

Dr. Ron Townsend, Executive VP, Global Laboratory

Operations, Battelle Memorial Institute

Dr. Jeffrey Wadsworth, President & CEO, Battelle Memorial

Institute

Dr. Gregory Geoffroy, President, Iowa State University

Dr. James Spigarelli, President & CEO, Midwest Research

Institute

A.J. Steward Smith, Dean for Research, Princeton University

Admiral Charles Munns, President & CEO, Savannah River

Nuclear Solutions, LLC

Dr. Jerry Draayer, President & CEO, Southeastern Universities

research Association

Dr. William Madia, Vice President, Stanford University

Dr. Eric Kaler, Provost and VP for Brookhaven Affairs

Dr. Shirley Kenny, President, Stony Brook University

Bruce Darling, Executive VP for Research and National

Laboratories, University of California

Frederick Bernthal, President, Universities Research Association

Dr. Donald Levy, VP for Research and National Laboratories,

University of Chicago

Tom Rosenbaum, Provost, University of Chicago

Dr. David Millhorn, Executive Vice President, University of

Tennessee

Attendees: OConnor, Rod; Owens, Missy; Koonin, Steve;

**SCHU** 

### 4:30 PM PRE-BRIEF FOR MEETING WITH CANADIAN

5:00 PM MINISTER PRENTICE

Secretary's Conference Room

Attendees: Utech, Dan; OConnor, Rod; Shrier, Jonathan;

Sandalow, David; Chalk, Steven; Der, Victor; Hoffman, Patricia;

Deutsch, Kathleen; SCHU

5:00 PM CALL WITH QUINTANA TRIAS

5:30 PM Secretary's Office

Staff Attending: Pat Dehmer, Becca Levin

Briefing: Dehmer

Note: We will place Call:

Attendees: Dehmer, Patricia; Levin, Rebecca; SCHU

5:30 PM PRE BRIEF MEF EVENT

5:45 PM Secretary's Office

Attendees: Sandalow, David; Barr, Nathan

9:30 AM DEPART RESIDENCE EN ROUTE NATIONAL 9:55 AM ACADEMY OF SCIENCES

# 10:00 AM PANEL DISCUSSION AT NATIONAL ACADEMY OF 12:00 PM SCIENCES

2100 C St. NW Briefing: SC

Staff Attending: Missy Owens

Meeting POC: Bill Colglazier (202) 334-3000

400 people. Closed press.

There will be 4 people on the panel. S1, John Holdren, Jane Lubchenco (NOAA Administrator), and Nina Fedoroff (Science advisor to the Secretary of State)

Each panelist will speak for about 10 mins, then they will take questions, and have an open dialogue

Attendees: OConnor, Rod; Owens, Missy; Barr, Nathan; Leistikow, Dan; Dehmer, Patricia

4:00 PM NATIONAL ACADEMY OF SCIENCE GARDEN PARTY 6:00 PM 2100 C Street, NW

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7:35 AM DEPART RESIDENCE EN ROUTE NATIONAL

8:15 AM ACADEMY OF SCIENCES

Attendees: SCHU

8:15 AM EVENT AT THE NATIONAL ACADEMY OF SCIENCES

**10:00 AM** 2100 C St. NW

Staff attending:

Attendees: OConnor, Rod; Owens, Missy; Dehmer, Patricia;

**SCHU** 

10:00 AM DEPART NAS EN ROUTE DOE

10:10 AM

10:30 AM MEETING WITH JIM MARKOWSKI

11:00 AM Secretary's Office

Attendees: Dykes, Mackey; OConnor, Rod; Owens, Missy;

**SCHU** 

11:00 AM MEETING WITH STEPHAN WRIGHT, BONNEVILLE

11:30 AM POWER ADMINISTRATION

Secretary's Office

Briefing: Sonya Baskerville, Manager, BPA

Attendees: Baskerville, Sonya; OConnor, Rod; SCHU

12:00 PM HOLD FOR LUNCH

12:30 PM Attendees: SCHU

12:30 PM MEETING WITH WILLIAM BRINKMAN

1:00 PM Secretary's Office

Staff Attending: Rod O'Connor

No briefing needed

Meeting POC: wfb@Princeton.EDU

Attendees: Owens, Missy; OConnor, Rod; SCHU

#### 1:00 PM TRANSMISSION MEETING

2:00 PM 7E-069

Staff Attending:

Rod O'Connor, Kristina Johnson, Skila Harris, Briefing Author: OE, David Meyer

#### Attending:

Mason Willrich, Chairman, California ISO Bob Shapard, Chairman & CEO, Oncor Edward Krapels, CEO, Anbaric Holdings Gordon Van Welie, President & CEO, ISO, New England John Bear, President & CEO, Midwest ISO Joseph Welch, President & CEO, ITC Holdings Louise McCarren, CEO, Western Electricity Coordinating Council Rick Sergel, President & CEO, North American Electric Reliability Council Nick Brown, President & CEO, Southwest Power Pool Steve Whitley, President & CEO, New York ISO Terry Boston, President & CEO, PJM Interconnections Tom King, Executive Director, National Grid Tom Fanning, Chief Operating Office, Southern Company Attendees: OConnor, Rod; Owens, Missy; Rogers, Matt; Hoffman, Patricia; Johnson, Kristina; SCHU

# 2:15 PM DEPART DOE EN ROUTE STATE DEPARTMENT 2:25 PM

# 2:30 PM MAJOR ECONOMIES FORUM ON ENERGY AND 4:00 PM CLIMATE

Department of State

Brief: David Sandalow/Barr

Attendees: Barr, Nathan; OConnor, Rod; Owens, Missy;

Leistikow, Dan; Sandalow, David; SCHU

# 4:00 PM DEPART STATE DEPARTMENT EN ROUTE DOE 4:10 PM

4:30 PM MEETING WITH LORD STERN

5:00 PM Secretary's Office

Staff Attending: Rod O'Connor, Jonathan Shrier, Graham Pugh,

**Edward Rossi** Briefing Author: PI

Attending: Lord Stern, Robert Grant

Meeting POC Robert Grant:

Attendees: McCollough, James; OConnor, Rod; Sandalow,

David; Shrier, Jonathan; Francis, Maria; SCHU

5:00 PM FEMP BRIEFING

5:30 PM Secretary's Office

Staff Attending: Richard Kidd, Schuyler Schell

Briefing Author: Richard Kidd

Attendees: Chalk, Steven; Kidd, Richard; OConnor, Rod; Banerjee, Shouvik; Levin, Rebecca; Rogers, Matt; SCHU

5:30 PM SITE UPDATE

5:45 PM Secretary's Conference Room

Staff Attending: Oconnor, Owens, Surash, Triay, Simpson,

Kolb, Egger, Fygi, Reynolds, Lerner

Attendees: Triay, Ines; Surash, Jack; Kolb, Ingrid; Egger, Mary;

Fygi, Eric; Reynolds, Tom; OConnor, Rod; Owens, Missy;

Lerner, Steve

6:00 PM MEETING WITH MISSY OWENS

**6:15 PM** Secretary's Office

7:00 PM HOLD FOR DINNER WITH
8:30 PM
Attendees: SCHU

(5/18/2009, 11:28:56 AM)

Page 3 **Private Calendar** 

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8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: OConnor, Rod; Leistikow, Dan; Levin, Rebecca;

SCHU; Poneman, Daniel

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: OConnor, Rod; Levin, Rebecca; SCHU; Poneman,

Daniel

9:30 AM BRIEFING WITH STAN BORGIA

9:45 AM Secretary's Office

Attendees: S1 Schedule; OConnor, Rod; Cohn, Adam; Borgia, Stanley J.; Frey, Susan L.; Harris, Shandra D.; Johnson, Sandra; Goodale, Alex C.; Spittal, Wendy; Scott, Keiana N.; Creque, Terry R.; Manternach, Jamison; Day, Chris; Priniotakis, Manolis R.; Parker, Helen; Otha, Lailoni A.; Nousen, Douglas L.; Donner, Michael A; Burch, Linda C.; Menold, Ronald E; Fedarcyk, Michael R.; Clay, Renee; Howard, Ana C; Dezorzi-O'Leary, Renae; Teribury, Michael J.; Johnson, Deborah K.; Duval, Rose I.; Dumaine, Carol A.; Schiller, Mika; Hutton,

Mike; Falkowski, Deanna M.; Williams, Steven C; Clay, Renee;

DAgostino, Thomas; Ostendorff, Bill

9:45 AM PERSONNEL MEETING

10:30 AM Secretary's Office

Attendees: Dykes, Mackey; OConnor, Rod; Koonin, Steve; Johnson, Kristina; Owens, Missy; Levin, Rebecca; Johnson,

Kristina; Koonin, Steve; Poneman, Daniel; SCHU

# 10:30 AM CALL WITH NATIONAL LABORATORY DIRECTORS' 11:30 AM COUNCIL (NLDC)

Secretary's Office

Staff Attending: Becca Levin, Kristina Johnson, Steve Koonin,

Dan Poneman

Brief/ Agenda: Becca Levin

Call in Number: 202-586-5004

Meeting POC, Adam Cohen:

Attendees: Levin, Rebecca; Johnson, Kristina; Rogers, Matt; Koonin, Steve; OConnor, Rod; 'poneman@scowcroft.com';

716(6)

SCHU; Poneman, Daniel

#### 11:30 AM MEETING WITH 3M CHAIR GEORGE BUCKLEY

11:55 AM Secretary's Office

Staff Attending: Matt Rogers, Cathy Zoi

**Briefing Author:** 

**EERE** 

Attending:

George Buckley, Chairman, 3M

Robert MacDonald, Senior Vice President, Marketing and Sales,

3M

Frederick Palensky, Executive Vice President, Research and

Development and Chief Technology Officer

Attendees: OConnor, Rod; Rogers, Matt; Zoi, Cathy; SCHU

#### 11:55 AM EN ROUTE SMITHSONIAN CASTLE

12:00 PM

#### 12:00 PM LUNCH AND SMITHSONIAN TOUR WITH

1:00 PM SECRETARY G WAYNE CLOUGH

Smithsonian Castle

East Entrance "Staff Only"

Meeting POC: 202-633-5148 Catherine

Attendees: SCHU

1:00 PM EN ROUTE DOE

1:05 PM

1:30 PM CANADIAN MINISTER PRENTICE

2:00 PM Secretary's Office

Staff Attending: Utech, Sandalow, Shrier, Yoshida, Gary Ward,

Kathy Deutsch Briefing: Utech/PI

Attending:

Jim Prentice, Minister of the Environment, Canada Stephen Kelly, Chief of Staff to Minister Prentice Bruce Carson, Special Advisor to Minister Prentice Bill Rodgers, Chief of Communications, Environment Canada Michael Wilson, Canadian Ambassador to the United States Jason Tolland, Environment and Energy Counselor, Canadian Embassy

Meeting POC: Isaac.Breadner@ec.gc.ca

Attendees: Utech, Dan; Shrier, Jonathan; Yoshida, Phyllis; Sandalow, David; Deutsch, Kathleen; McCollough, James;

Ward, Gary; SCHU

2:15 PM CALL WITH SENATOR UDALL EN ROUTE CEQ

2:25 PM They will place call

Attendees: SCHU

2:30 PM INTERAGENCY TRANSMISSION GROUP W/DOE, DOI,

3:30 PM USDA, FERC & CEQ

CEQ

Staff Attending: Skila Harris

**Briefing: Harris** 

Attendees: OConnor, Rod; Owens, Missy; Harris, Skila; SCHU

3:30 PM DEPART CEO EN ROUTE IAD

4:30 PM Attendees: SCHU

### \*ACTUAL SCHEDULE\* APRIL 29

#### Denver, CO to Golden, CO to Washington, DC

Weather:

Washington, DC: Denver, CO Golden, CO Showers, High 64/Low 51, 50% chance of rain Sunny, High 74/Low 45, 0% chance of rain Sunny, High 69/Low 39, 0% chance of rain

Time Zone:

Washington DC Denver, CO Golden, CO Eastern Daylight Time Zone Mountain Standard Time Mountain Standard Time

**Traveling Staff:** 

Deputy Chief of Staff
Public Affairs

Travis Dredd Stephanie Mueller

**Advance Staff:** 

Lead

**S&A Deputy Director** 

Devin Hampton Ethan Yake

Security:

Attire:
Business

Scheduling contact: Emergency contact: Lindsay Scola Peter Gage (202) 586-0229

Wednesday, April 29, 2009

Denver, CO → Golden, CO→ Washington, DC

8:30 - 9:00am

**BREAKFAST AT RON** 

9:00 - 9:30am

DEPART RON EN ROUTE GOLDEN, CO

9:30 - 9:45am

ARRIVE NREL// GREETED BY:

Location:

Science and Technology Facility (S&TF) - Rotunda

14886 Denver W Pkwy

Golden, CO 80401

Site:

**Devin Hampton** 

Staff:

Rita Wells, Travis Dredd

Greeters:

- Governor Bill Ritter
- Dan Arvizu, NREL Director
- Christine Phoebe, Deputy Manager, Golden Field Office
- Bob Hawsey, Associate Lab Director for Renewable Electricity and End Use Systems

PRESS:

CLOSED

9:45 - 10:15am

#### **TOUR OF NREL FACILITY**

Location:

Process Development and Integration Laboratory (PDIL)

at Science and Technology Facility (S&TF)

Site:

Devin Hampton

Staff:

Travis Dredd, Rita Wells

Attending:

- Governor Bill Ritter
- Christine Phoebe, Deputy Manager, Golden Field Office
- Dan Arvizu, NREL Director
- Bob Hawsey, Associate Director for Renewable Electricity and End Use Systems
- Art Nozik, Sr. Research Fellow, NREL
- Miguel Contreras, Ph.D., Senior Scientist, NCPV
- Dr. Howard Branz, Principal Scientist, NCPV
- Roland Hulstrom, Laboratory Program Manager, Solar Energy Technologies
- Martha Symko-Davies, Ph.D., Senior Research supervisor (NREL)
- Dr. B.J. Stanbery, Chief Strategy Officer, HelioVolt

PRESS:

**OPEN** 

Press Staff:

Stephanie Mueller

#### Format:

- YOU will tour the Process Development and Integration Laboratory (outlined in briefing).

10:15 - 10:30am

#### EN ROUTE VISITOR'S CENTER/ HOLD

10:30 – 11:30yakam

**SPEECH** 

Location:

Visitor's Center- Exhibit Hall

15013 Denver W Pkwy

Golden, CO 80401

Site:

Ethan Yake

Staff:

Travis Dredd, Rita Wells

Attending:

Governor Bill Ritter, Christine Phoebe, Jeff Baker, Mary

Foreman, Julie Riel, Julia Moody, Christopher Powers Jim Speath, Dan Arvizu, Bob Garrett, Bill Glover, Casey Porto, Bob Hawsey, Dale Gardner, Ray Stults, William Farris, Michael Pacheco, approximately 100 NREL

**Employees** 

PRESS:

OPEN

Press Staff:

Stephanie Mueller

Format:

-Dr. Rita Wells will give remarks and introduce Governor Ritter

Page 2 5/18/2009

- -Governor Ritter will give remarks and introduce YOU
- -YOU will speak to a crowd of approximately 100 NREL Employees
- YOU will take questions from the audience

11:25 - 11:40pm

PRESS AVAIL

Location:

Front of Visitor's Center (Outside)

11:40 - 11:45pm

### EN ROUTE SCIENCE AND TECHNOLOGY FACILITY (S&TF)

11:45 - 2:00pm

#### LUNCH AND BRIEFINGS

Location:

Science and Technology Facility (S&TF)- Room 127

Site:

Ethan Yake

Staff:

Rita Wells, Travis Dredd

Attending:

- Christine Phoebe
- Jeff Baker
- -Mary Foreman
- -Julie Riel
- -Julia Moody
- -Christopher Powers
- -Jim Speath
- -Dan Arvizu
- -Bobi Garrett
- -Robert McGrath
- -Bill Glover
- -Casey Porto

PRESS:

**CLOSED** 

### Format:

- Quantum Mechanical Combinatorial Design of New Materials

  Briefing: Alex Zunger, Research Fellow and Solid State Theorist
- Nanoscale Excitions in Solar Energy Conversion

Briefing: Garry Rumbles, NREL Research Fellow

 Photobiological and Photobiohybrid Hydrogen Producation Research at NREL

Briefing: Maria L. Ghirardi, Principal Scientist, Chemical and Biosciences Center

- Target Biomass Conversion Research

Briefing: Mike Himmel, Group Manager and Principal Scientist, Biomolecular Science

2:00-2:10pm

#### DEPART NREL EN ROUTE VISITORS CENTER

2:10-2:30pm

PHOTO WITH GOLDEN FIELD OFFICE STAFF

Location:

Visitor's Center

15013 Denver W Pkwy Golden, CO 80401

Attending:

175 DOE Golden Field office staff

Site: Staff: Devin Hampton

Travis Dredd

#### 2:30 - 3:30pm

### EN ROUTE DENVER INTERNATIONAL AIRPORT

Limo:

S1, Travis Dredd, Stephanie Mueller

3:30pm

ARRIVE DEN // LOAD

4:30 - 9:40pm

WHEELS UP DCA

Airport:

Denver International Airport (DEN)

8500 Pena Blvd, Denver, CO 80249

Airline:

Frontier Airlines

Flight:

#720

Manifest:

S1

Travis Dredd Stephanie Mueller Frank Celia (Detail)

ADTRAV Phone:

(202) 586-4205

ADTRAV Emergency: Sandi Davis,

9:40 - 9:55pm

ARRIVE DCA // LOAD

Airport:

Reagan National International Airport (DCA)

J. high (PXS)

Airline:

Frontier Airlines

Flight:

#720

9:55 - 10:25pm

EN ROUTE RESIDENCE

Limo:

**S**1

8:20 AM DEPART RESIDENCE EN ROUTE DOE

9:00 AM Attendees: SCHU

9:00 AM PRESS BRIEFING

9:15 AM Secretary's Office

POC: Dan Leistikow

Attendees: OConnor, Rod; Leistikow, Dan; Levin, Rebecca;

SCHU; Poneman, Daniel

9:15 AM MORNING BRIEFING

9:30 AM Secretary's Office

Staff: Rod Oconnor, Rebecca Levin

Attendees: OConnor, Rod; Levin, Rebecca; SCHU; Poneman,

Daniel

9:30 AM SENIOR LEADERSHIP MEETING

10:15 AM 7E-069

Staff: Travis Dredd

All questions on timing should be directed to the Scheduling

office: (202) 586-5534

Attendees: OConnor, Rod; Leistikow, Dan; Isakowitz, Steve;

Pyke, Tom; Nolan, Betty; Whatley, Annie; Wells, Rita;

Genovese, Natalie; Gruenspecht, Howard; Hoffman, Patricia;

Byrd, Stacy (WAPA Liaison); Triay, Ines; Young, Loretta; Der,

Victor; Vinson-Ball, Valerie; Fygi, Eric; Podonsky, Glenn;

Parker, Diane; Marmolejos, Poli; Franklin, Rita; Friedman,

Greg; Taylor, Diane; Geiser, David; Johns, Linda M.; Khanna,

Sue; Johnson, Shane; Barnette, Sharon; Shrier, Jonathan;

Swinson, Wanda; Kouts, Christopher; Gibson, Kimberly;

Dehmer, Patricia; Moody, Demetrice; Leistikow, Dan; Jones,

Everlener; Nicoll, Eric; Dodd, Jack (WAPA Liaison);

Dickerson, Katharine; Henderson, Robin; Stewart, John M

(NNSA); Baker, Ken (NNSA); Baskerville, Sonya; Strong,

Tania; Dykes, Mackey; Jones, Everlener; Tierney, Sue;

Baskerville, Sonya; Moe, Darrick (SWPA Liaison); Kolb,

Ingrid; Ostendorff, Bill; Levin, Rebecca; Tierney, Sue; Johnson-

Tolbert, Audrey; Chalk, Steven; Staton, Carl; Roberts, Lisa;

James, Sarita; Owens, Missy; Rogers, Matt; Gage, Peter;

Johnson, Kristina; Koonin, Steve; Borgia, Stanley J.; DAgostino,

Thomas; 'Michael Brairton'; Harencak, Garrett; SCHU

10:15 AM DEPART DOE EN ROUTE 1101 15TH ST. NW 10:25 AM

10:30 AM REMARKS AT ATLANTIC COUNCIL, IAB MEETING

11:30 AM 1101 15th St. NW

Staff Attending: Missy Owens, Dan Ponaman, David Sandalow

Briefing: Jonathan Shrier (PI)

Remarks: Nathan Barr

POC: Elena Pak

Attendees: OConnor, Rod; Owens, Missy; Leistikow, Dan;

Yake, Ethan C.; Shrier, Jonathan; Barr, Nathan; Francis, Maria;

SCHU; Poneman, Daniel; Sandalow, David;

'poneman@scowcroft.com'

11:30 AM DEPART 1101 15TH ST NW EN ROUTE WHITE HOUSE

11:40 AM

11:40 AM AUTO TASK FORCE ANNOUNCEMENT

12:30 PM White House

Staff Attending:

POTUS Speaks at 11:30

No Plus 1

Attendees: OConnor, Rod; Owens, Missy; Rogers, Matt; SCHU

12:30 PM DEPART WHITE HOUSE EN ROUTE DOE

12:40 PM

1:00 PM DROP BY CYBER SECURITY REVIEW TEAM

**1:15 PM** GH-019

Staff Attending: Adam Cohn

Attendees: Levin, Rebecca; Cohn, Adam; SCHU

1:15 PM HOLD FOR LUNCH

1:45 PM Secretary's Office

Attendees: SCHU

1:45 PM MEETING WITH JOE GARCIA

2:30 PM Secretary's Office

Attendees: Dykes, Mackey; OConnor, Rod; SCHU

2:30 PM AAAS PREP

3:00 PM Secretary's Office

Attendees: Barr, Nathan; Leistikow, Dan; SCHU

3:00 PM CALL WITH SENATOR TOM CARPER

3:15 PM Secretary Office

Staff Attending: Missy Owens, Jonathan Levy

Briefing: CI (Jonathan Levy)

Note: They will call us.

Attendees: Owens, Missy; Nolan, Betty; Levy, Jonathan; SCHU

3:30 PM BLUE RIBBON PANEL MEETING

4:30 PM Secretary's Office

Briefing: Dykes

Staff Attending: Koonin, Poneman, Koonin, Dykes, OConnor,

Owens, Johnson

Attendees: Koonin, Steve; Poneman, Daniel; Koonin, Steve;

Dykes, Mackey; OConnor, Rod; Owens, Missy; Johnson,

Kristina; SCHU

4:50 PM DEPART DOE EN ROUTE MANDARIN ORIENTAL

4:55 PM HOTEL

5:00 PM ANNUAL MEETING OF FOUNDATION EXECUTIVES

6:00 PM Mandarin Oriental Hotel

Briefing: PI

Location: Garden Room #2

Panel discussion titled: Domestic Policy for Energy and Climate Change: Philanthropy and Government Working Together. S1 can also make a presentation instead of participating in a panel.

POC: Larissa Collins (650) 234-4621

Attendees: Leistikow, Dan; Barr, Nathan; OConnor, Rod; Owens, Missy; Shrier, Jonathan; Francis, Maria; SCHU

6:00 PM DEPART MANDRIAN ORIENTAL EN ROUTE DOE

6:05 PM

6:40 PM DEPART DOE EN ROUTE DINNER

7:00 PM

7:00 PM 9:00 PM

9:00 PM DEPART DINNER EN ROUTE RESIDENCE

9:30 PM

# \*FINAL\* DAILY SCHEDULE FOR SECRETARY CHU FRIDAY, MAY 1, 2009 WASHINGTON, D.C.

8:20 - 9:00am

DEPART RESIDENCE EN ROUTE DOE

Limo:

S1

9:00 - 9:15am

PRESS BRIEFING

Location:

Secretary's Office

9:15 - 9:30am

**MORNING BRIEFING** 

Location:

Secretary's Office

9:45 - 10:00am

MEETING WITH SANDIA TEAM

Location: Staff Attending:

Secretary's Office Missy Owens

Briefing Author:

Becca Levin

Attendees:

1. Tom Klitsner

2. Sam Jones

3. Scott Stephens

4. Stan Hall

5. Roman Selever

10:30 - 10:40am

MEETING WITH KRISTINA JOHNSON

Location:

Secretary's Office

10:45 - 10:55am

DEPART DOE EN ROUTE WHITE HOUSE

Limo:

SI

11:00 - 12:00pm

HOMELAND SECURITY COUNCIL CABINET MEETING

Location:

White House Cabinet Room

Staff Attending:

**Principals Only** 

12:00 - 12:40pm

HOLD FOR LUNCH/CALL TIME

Location:

EEOB, Cabinet Room

Staff Attending:

**Amy Bodette** 

12:40 - 12:50pm

DEPART EEOB EN ROUTE REAGAN BUILDING

Limo:

S1, Rod O'Connor, Nathan Barr

1:00 - 1:45pm

AMERICAN ASSOCIATION FOR THE ADVANCEMENT OF

**SCIENCE FORUM** 

Location:

Ronald Reagan Building and Trade Center

**Pavilion** 

Staff Attending:

Rod O'Connor, Nathan Barr, Dan Leistikow

Briefing Author:

SC

Call Time:

12:50

Attendees:

400 AAAS members

Set-up:

Keynote remarks to a group of 500 people seated "Theater style" in a hotel ballroom. You will speak from a podium on a low stage. Also onstage will be 10 people at tables to the right

and left of you:

Advance Staff:

Francis Iacobucci (202) 256-3774

PRESS:

**OPEN** 

#### Format:

- YOU will be greeted and enter with Bethany Spencer, Meeting and Advance Planner
- YOU will be introduced by AAAS President Dr. Peter Agre
- YOU will speak for 30 minutes
- YOU will take questions for 15 minutes
- YOU will immediately depart en route to the White Hous

1:45 - 1:55pm

#### DEPART REAGAN BUILDING EN ROUTE CAPITOL

Limo:

SI

2:00 - 3:00pm

#### MEETING WITH SENATOR HARRY REID

Location:

S221

Staff Attending:

Dan Utech

Briefing Author:

Jonathan Levy

3:00 - 3:10pm

#### DEPART CAPITOL EN ROUTE DOE

Limo:

S1, Dan Utech

3:15 - 4:00pm

#### SCHEDULING MEETING

Location:

Secretary's Office

4:00 - 4:30pm

#### **COUNCIL ON COMPETITIVENESS**

Location:

Secretary's Office

Staff Attending:

Missy Owens

Briefing Author:

SC

#### Attendees:

- 1. Deborah Wince-Smith, President, Council on Competitiveness
- 2. Don Lamb, Professor, University of Chicago
- 3. Cynthia McIntyre, Senior Vice President,

Council on Competitiveness

4:30 - 4:45pm

#### MEETING WITH MISSY OWENS

Location:

Secretary's Office

4:45 - 5:15pm

#### **FUTUREGEN MEETING**

Location:

Secretary's Office

		•	

Staff Attending:

Dan Utech, Matt Rogers, Barry Berkowitz, Victor Der

5:15 - 5:55pm

DEPART DOE EN ROUTE RESIDENCE

Limo:

**S**1

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#### The Secretary

From:

theresa.m.fariello@exxonmobil.com

Sent:

Thursday, May 07, 2009 6:39 PM

To:

The Secretary

Subject: Meeting request

2009 MAY -8 FIL 12: 07

This is to request a brief meeting with Secretary Chu with the Chairman and Chief Executive Officer of ExxonMobil Corporation Rex Tillerson on May 14 or May 19 when Mr. Tillerson will be in Washington. Previously, Secretary Chu expressed interest in meeting with Mr. Tillerson but their schedules did not work.

Thank you. I may be reached at 202-862-0235.

Theresa M. Fariello Vice President-Washington Office Exxon Mobil Corporation (202) 862-0235

# Apr 21.09

Secretary Chu,

Thank, for a great Meeting. I think

we all learned a lot and I do appreciate

you including me. I am happy to be a re
source on domestic energy issues, if I can

help. We have a lot of Challenges. I am

committed to seeing the foreign oil problem

solved.

Sincerely:

Boom Pilem

260 PRESTON COMMONS WEST 8117 PRESTON ROAD DALLAS, TEXAS 75225

(5)

### Scola, Lindsay

V

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CEO mento

, \_

From:

Gage, Peter

Sent:

Tuesday, March 31, 2009 8:42 AM

To: Subject: Scola, Lindsay FW: Meeting Request

Lets add this to the list for the scheduling meeting today.

----Original Message----

From: Khary Cauthen [mailto:cauthenk@api.org]

Sent: Tuesday, March 31, 2009 7:44 AM

To: Gage, Peter

Subject: Meeting Request

Peter: Good morning! Hope all is well with you. Just wanted to check in with you on scheduling a meeting for the Secretary and API's President and CEO Jack Gerard.

Thanks- Khary

----Original Message----

From: Gage, Peter [mailto:Peter.Gage@hq.doe.gov]

Sent: Thursday, March 12, 2009 3:09 PM

To: Khary Cauthen

Subject: RE: Meeting Request

Hello Khary,

Yes, it looks like unfortunately he will be out of town on the 19th. I'm sure we can work on another date. I will also add Mr. Gerard's invitation and be sure that we get back to you soon.

Thanks,

Peter

----Original Message----

From: Khary Cauthen [mailto:cauthenk@api.org]

Sent: Thursday, March 12, 2009 3:02 PM

To: Gage, Peter

Subject: Meeting Request

Peter: Good afternoon. I understand that you are in the planning stages of organizing a meeting this month with the CEOs of various energy sectors for Secretary Chu. Serendipitously, all our executives will be in Washington next week (3-19) for our Executive Board Meeting (list of attendees attached). We would love to have the Secretary address the group but I understand that he is on travel next week.

In the interim, I would like to take this opportunity to request a meeting with Secretary Chu and API's CEO, Jack Gerard. Thank you for your time and consideration and looking forward to meeting you in person.

Khary Cauthen

202-682-8209

#### Miller, Cheryl

From:

Gage, Peter

Sent: To: Friday, March 13, 2009 4:26 PM Miller, Cheryl; Scola, Lindsay

Subject:

FW: Meeting Request

Attachments:

2009\_API\_BOARD\_12-16-08



2009\_API\_BOARD\_ 12-16-08.pdf (7...

here's one to add to the list. I already declined the 19th because we want to do these meetings a little later. but we should add the Gerard meeting to the list.

----Original Message----

From: Khary Cauthen [mailto:cauthenk@api.org]

Sent: Thursday, March 12, 2009 3:02 PM

To: Gage, Peter

Subject: Meeting Request

Peter: Good afternoon. I understand that you are in the planning stages of organizing a meeting this month with the CEOs of various energy sectors for Secretary Chu. Serendipitously, all our executives will be in Washington next week (3-19) for our Executive Board Meeting (list of attendees attached). We would love to have the Secretary address the group but I understand that he is on travel next week.

In the interim, I would like to take this opportunity to request a meeting with Secretary Chu and API's CEO, Jack Gerard. Thank you for your time and consideration and looking forward to meeting you in person.

Khary Cauthen

202-682-8209





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Vice President-Washington Exxon Mobil Corporation

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Mr. James E. Nielson

President and Chief Executive Officer Nielson & Associates, Inc.

Mr. James O'Brien

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Chairman, President and Chief Executive Officer

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President and Chief Executive Officer

Murphy Oil Corporation

Exec - 2009 - 00 440 7



March 12,2009

The Honorable Steven Chu U.S. Department of Energy 1000 Independence Ave., SW Washington DC 20585

Dear Mr. Secretary:

I want to join John Podesta and the Center for American Progress Action Fund and thank you for your participation in the recent National Clean Energy Summit. Because of your position as Secretary of Energy and your deep understanding of the issues we are facing, I know you will be interested in an important event in corporate American history which took place in Washington when the Chairman and CEO of AT&T, Randall Stephenson, announced that they would be deploying over 15,000 alternative fuel vehicles. These vehicles will run on domestic natural gas and other alternative fuels. AT&T's fleet is one of the largest private fleets in the country, and this new initiative will create one of the largest alternative-fueled fleets to date.

The vehicle chassis will be manufactured by a U.S. automaker and AT&T will then work with domestic suppliers to convert those chassis to run on natural gas.

A major pillar of the Pickens Plan, which I have been promoting since last July, is moving fleet vehicles, buses and heavy trucks off foreign diesel and gasoline and onto natural gas. AT&T is going to prove to a lot of other companies that switching their fleets from imported gasoline or diesel to alternatives like natural gas is better for the environment, better for their bottom line and better for America. AT&T's leadership is a great sign that smart American companies can be green and profitable – they don't have to trade one for the other.

AT&T is also working with natural gas service providers to build up to 40 new CNG fueling stations to supply the fueling stations for the new vehicles. The fueling infrastructure necessary to move fleet vehicles and 18-wheelers from imported gasoline and diesel to domestic natural gas can be done without relying on government assistance. As you know, natural gas is the most widely distributed resource in America behind water. Gas lines already exist under almost every street in America. If there is a need for natural gas fueling stations, the private sector will fill that need.



The Honorable Steven Chu

-2-

March 12,2009

In 2008, we sent over \$475 billion to foreign governments including those in the Middle East, Africa and Venezuela to pay for the oil we imported. Even in the current weakened economy we have continued to import about two-thirds of the oil we have used over the past 12 months.

President Obama has pledged to have an energy policy which will completely eliminate the need for oil imported from the Middle East in 10 years. This major step by AT&T will take us a long way toward helping the President, and America, meet that goal.

1

Boone Pickens

gjb

P.S. Please find attached an advertisement that ran today in Washington, D.C.

# Thank You AT&T for Your Leadership in the Fight Against Foreign Oil



This week, AT&T Chairman and CEO Randall Stephenson announced the company is upgrading its fleet with 8,000 service vans running on natural gas.

It's the largest investment in natural gas vehicles to date by a U.S. company.

Natural gas is cheaper and cleaner than gasoline. That's what makes it smart for business. It's also domestic, which makes it smart for America.

Our dependency on foreign oil is one of the most dangerous problems facing our economy — and our national security. That's why it's so important that American corporations take the lead in making our country more self sufficient.

AT&T is showing how smart companies can reduce oil dependency, reduce emissions and help make America stronger.

Let's hope the rest of corporate America will follow AT&T's lead.

Boone Tuhum

PickensPlan.com

EXEC-2009-002891 2/25/2009 5:00 PM





PETER SUTHERLAND, CHAIRMAN
AND TONY HAYWARD, CHIEF EXECUTIVE
BP P.L.C.

request the pleasure of the company of

# The Honorable Steven Chu

AT A RECEPTION TO MEET BP'S BOARD OF DIRECTORS
ON WEDNESDAY, MARCH 11, 2009

LYNDON B. JOHNSON ROOM (S 211)
THE UNITED STATES CAPITOL, WASHINGTON, DC

FROM 6:00PM TO 7:30PM DRESS: BUSINESS ATTIRE

RSVP BY EMAIL TO BPEXECUTIVE EVENTS @BP.COM
OR CALL YOLANDA JACOBS ON (202) 457-6574

FOR SECURITY REASONS, PLEASE BRING THIS INVITATION WITH YOU AND PRESENT IT AT THE ENTRANCE

02/05/2009 17:15 FAX FEB-25-2009 14:26 VICE CHANCELLOR-RESEARCH



January 27, 2009

The Honorable Steven Chu Secreta y of Energy United States Department of Energy 1000 Independence Avenue, SW Washington, D.C. 20585

Dear Secretary Chu:

I write to invite you to participate as a featured speaker at the 2009 Missouri Energy Summit, scheduled for April 22-23, 2009, in Columbia, Missouri.

The University of Missouri System is excited to host this summit as a way to show asse the breadth of projects and programs currently underway throughout the state. The summit will feature prominent speakers from government, academia and industry, placing it among the most comprehensive assemblies to address this critical issue.

Mr. T. Boone Pickens has confirmed that he will address the summit, along with

- The Hon. Dale Klein (Chairman, US Nuclear Regulatory Commission)
- Eir. Joan Woodard (Executive Vice President and Deputy Laboratories Director, Nuclear Weapons Program, Sandia National Laboratories)
- Mr. Gary Rainwater (Chairman, CEO and President, AmerenUE)
- Mr. Robert Dixon (Incoming Chair, Alliance to Save Energy Board)
- Mr. Robert Kruse (Executive Director, Global Vehicle Engineering for Hybrids, Electrical Vehicles and Batteries, General Motors)

University of Missouri Vice Chancellor for Research Robert Duncan will be in touch with you to confirm your availability. In the meantime, please do not hesitate to contact me if you have any questions.

I look forward to welcoming you enthusiastically to the "Show-Me State" in April for this important event.

Best regards.

Gary D. Forses President

GDF:jw

Vice Chancellor for Research Robert Duncan
 Chancellor Jack Carney III, Missouri University of Science & Technology

University of Missouri System (1011 Mars) | KANSAN (115) | ROLLA | U. ST. LOUIS Office President (321 University Hall) (Columbia, MO 65211-3020), 575-882-2011 | www.amsystem.edu

VICE CHANCELLOR-RESEARCH

### FAX COVER SHEET



# University of Missouri Office of Research

205 Jesse Hall • Columbia, MO 65211 Telephone: (573) 882-9500 • FAX: (573) 884-8371

Date:	2-5-09	FAX Number: 202-586-7573
TO:	Cheryl Miller	
DEPAF	Charl Miller RTMENT/INSTITUTION:	
	: Rob Duncan	
	number of pages (Including cove	
Orlgin	al will follow by mail: 📋 Yes	No
NOTE	S/COMMENTS:	

If you do not receive all pages, or have any other reception problems, please call (573) 882-9500.

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bp

#### Michael P. Brien

General Manager
Federal and International Affairs



BP Americs Inc. 1101 New York Avenue, NW Suite 700 Washington, DC 20005

Direct (202) 457-6573 Main (202) 786-4688 Fax (202) 467-8697

January 23, 2009

The Honorable Dr. Steven Chu United States Department of Energy Forrestal Building 1000 Independence Avenue, SW Washington, DC 20585

#### Dear Secretary Chu:

I am writing on behalf of Tony Hayward, BP Group CEO, and Lamar McKay, successor to Bob Malone, Chairman and President of BP America to request a meeting with you. Mr. Hayward and Mr. McKay will be in Washington on Thursday, February 12<sup>th</sup> and would be interested in meeting with you to make introductions and to share BP's views regarding energy development and other policy issues facing the new Congress.

The sharing of ideas in this way is extremely helpful in framing how BP considers many difficult and complex issues. BP wants to be constructive in achieving thoughtful, practical and meaningful solutions to the challenges shead.

With thanks in advance, I will ask my assistant, Yolanda Jacobs, to phone your office to see if we can find a convenient time for Mr. Hayward to call on you.

If you have any questions or need additional information, please contact me at 202-467-6573 or my assistant at 202-457-6574.

Sincerely,

Michael P. Brien



Fax Message BP America Inc. US Government and International Affairs 1101 New York Avenue, NW, Suite 700 Washington, DC 20005

Main Number: (202) 785-4888 Fax: (202) 457-6597

Date: 1/23/09

Pages to Follow: /

			<u> </u>	
To: Chery Miller		Fax no: 20	2-586-4	403
_ Department	of the	ray, Sch	edulma	office
To: Chery Miller  Department  From: Yolanda  Message: Please see	Jacobs	. ,	ر	
Message: Please see a	ttached			
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#### **Department of Energy**

Washington, DC 20585

June 22, 2009

Mr. Bennett Sherry Stateside Associates 2300 Clarendon Boulevard 4<sup>th</sup> Floor Arlington, VA 22201

RE: FOIA-2009-000312

Dear Mr. Sherry:

This is in further response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You asked for documents containing States' initial applications to the DOE for State Energy Program ARRA Funds.

The Office of Energy Efficiency has informed me than any documents that are responsive to your request are under the jurisdiction of the National Energy Technology Laboratory (NETL). For this reason, the request has been sent to the FOIA Officer at the NETL to conduct as search of its files and provide a response to you.

If you have any questions about the processing of the request by the NETL, you may contact Ms. Ann Dunlap, NETL Morgantown/Pittsburg, 3610 Collins Ferry Road, Morgantown, WV 26507. She also can be reached on (412) 386-6167.

I appreciate the opportunity to assist you. If you have any questions about this correspondence please contact Ms. Sheila Jeter of my staff on (202) 586-5061.

Sincerely,

Alexander C. Moi

FOIA Officer

Office of Information Resources



#### **Department of Energy**

Washington, DC 20585

May 14, 2009

Commander David J. Stratham c/o Michael Drapeau Law Office 192 rue Somerset Street Quest/West Ottawa, Ontario, K2P 0J4 CANADA

Re: FOIA-2009-000314

#### Dear Commander Stratham:

This is a final response to the request for information that you sent to the Department of the Air Force, Historical Research Agency (AFHRA) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You asked for the following.

- (1) information concerning the 1950 B-50 aircraft accident in Quebec; and
- (2) information pertaining to Broken Arrow, nuclear incident of November 10, 1950 aircraft accident.

Item 2 is under the jurisdiction of the Department of Energy (DOE). For this reason, the AFHRA transmitted this part of your request to the DOE for appropriate action.

In an electronic correspondence dated May 6, 2009, Ms. Brenda Washington of my staff informed you that documents pertaining to Broken Arrow, nuclear incidents of 1950, are maintained at the DOE National Nuclear Security Administration (NNSA) public Reading Room. She also provided you with points of contacts and suggested that the documents in the NNSA public Reading Room may satisfy your request.

Since that time, this Office has been informed by Ms. Martha DeMarre at the Nevada Testing Archive that they provided 4 documents to you that are responsive to your request. The documents are:

- (1) AFRRI Special Report, DOD Nuclear Mishaps, Dated April 18, 1986, 17 pages;
- (2) Air Training Command, Interservice Nuclear Weapons School, Enhancement Materials, Department of Defense Narrative Summaries of Accidents Involving Nuclear Weapons, Dated 1950 1980, 14 pages.
- (3) November 10, 1950 Over the St. Lawrence River, Outside the United States, Accident #5, 1 page; and
- (4) November 10, 1950 / B50 Super Fortress / Over Water Outside United States, 1 page.

On May 11, 2009, you sent Ms. DeMarre an electronic correspondence accepting the documents. Therefore, since these documents have satisfied your request, no further action will be taken on this request at Headquarters and we have considered it closed.

I appreciate the opportunity to assist you with this matter. If you have any questions about this correspondence, you may contact Ms. Washington on (202) 586-6039.

Sincerely,

(lu (V)))
Alexander C. Morris

FOIA Officer

Office of Information Resources



339189

# DoD nuclear mishaps

H. L. Reese

DEFENSE NUCLEAR AGENCY
ARMED FORCES RADIOBIOLOGY RESEARCH INSTITUTE
BETHESDA, MARYLAND 20814-5145

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The following information concerning U.S. nuclear weapon accidents has been collected from materials released by the Department of Defense (DoD) in 1977, 1980, and 1981, and also from several media references. This publication is intended to be a source document in the course "Medical Effects of Nuclear Weapons," which is sponsored by the Armed Forces Radiobiology Research Institute.

The United States has never had an inadvertent nuclear detonation, even a partial one, despite the very severe stresses imposed on the weapons that might be involved in accidents. All "detonations" reported in the DoD summaries involved only conventional high explosives. Only two accidents, those at Palomares and Thule, resulted in widespread dispersal of nuclear materials.

Nuclear weapons are never carried on training flights. Most of the aircraft accidents described here occurred during logistic/ferry missions or airborne alert flights by Strategic Air Command (SAC) aircraft. Airborne alert was terminated in 1968 because of

- Accidents, particularly those at Palomares and Thule;
- The rising cost of maintaining a portion of the SAC bomber force constantly on airborne alert;
- The advent of a responsive and survivable intercontinental ballistic missile force, which relieved the manned bomber force of a part of its more time-sensitive responsibilities. (A portion of the SAC force remains on nuclear ground alert.)

Since the location of a nuclear weapon is classified defense information, it is DoD policy, normally, to neither confirm nor deny the presence of a nuclear weapon at any specific location. In the case of an accident involving a nuclear weapon, the weapon's presence may or may not be divulged at the time, depending on the possibility of public hazard or alarm. Therefore, for some of the events summarized in this publication, the presence of a nuclear weapon or material may not have been confirmed at the time. Furthermore, due to diplomatic considerations, it is not possible to specify the locations of the accidents that occurred overseas, except for Palomares and Thule.

Most of the weapon systems involved in these accidents are no longer in the active inventory. Those include the B-29, B-36, B-47, B-50, B-58, C-124, F-100, and P-5M aircrafts and the Minuteman I Missile.

With some early models of nuclear weapons, it was a standard safety procedure during most operations to keep a capsule of nuclear material separate from the weapon. Although a weapon with the capsule removed did contain a quantity of natural (not enriched) uranium with an extremely low level of radioactivity, the accidental detonation of the high-explosive element would not cause a nuclear detonation or contamination. Modern designs incorporate improved safety features, to ensure that a nuclear explosion does not occur as the result of an accident.

#### MANAGEMENT OF THE NUCLEAR WEAPON STOCKPILE

The management of nuclear weapons is shared by the Department of Energy (DOE) and DoD. The Secretary of Energy and the Secretary of Defense are directly responsible to the President, who retains the sole authority for weapons employment. DOE, as successor of the Atomic Energy Commission, is responsible for all research, development, test, and production of nuclear weapons. DOE is the only Government agency that is authorized by statute to engage in these activities. By law, DOE is required also to control and account for all active nuclear material, including the U.S. stockpile of war-reserve nuclear weapons. These weapons have been entrusted to DoD for employment readiness in case the President orders their use in the interest of national security. Ownership, however, is retained by DOE.

To carry out these responsibilities, the DOE organization includes a network of Government-owned laboratories, plants, and test sites in nine states, all operated by private industry or institutions under Government contract. There are three design and development laboratories, manufacturing facilities, and a field test capability.

At the policy level, DOE's Division of Military Applications (DMA) interfaces with DoD's Military Liaison Committee (MLC). DMA is DOE's primary liaison with DoD, and it provides major program guidance and direction for weapons research and development directly to the weapons laboratories. The Defense Nuclear Agency (DNA) provides some elements of the DoD liaison function with DOE. DNA is a joint service agency under the Joint Chiefs of Staff, with headquarters in Washington, DC, and its operating unit, Field Command, Defense Nuclear Agency, located in Albuquerque, New Mexico.

The MLC Chairman is the Assistant to the Secretary of Defense for Atomic Energy, and is responsible for management and control policies for all nuclear weapon functions within DoD. MLC consists of two senior officers from each Service, with the DNA Director and DOE's DMA Director acting as observers. The DoD nuclear weapon program and requirements are provided to DOE through MLC.

#### WEAPON SAFETY CONCEPTS

Since DOE designs, develops, and produces all nuclear weapons, it is primarily responsible for the safety features and devices within the weapons. DoD is responsible for safe and secure operations external to the weapon. Considerable overlap and interaction exist, with DoD participating in weapon design (for familiarity and to coordinate requirements) and DOE assisting in the development of safety rules for operating the total nuclear weapon system.

To understand the philosophy of nuclear weapon safety, it is important to first understand the basic nuclear physics involved. Unlike conventional explosives that derive their sensitive properties from their basic chemical makeup, a nuclear device must be specifically designed to bring about an explosion. To obtain a nuclear reaction or explosion through fission, an amount of active material sufficient to produce a continuous, self-sustaining nuclear reaction must be assembled so that a "supercritical mass" can be attained. One technique used to achieve a supercritical mass is called "implosion." In contrast to the outward burst of an explosion, implosion is an inward compression. In a nuclear weapon, high



explosive surrounds the nuclear material. A simultaneous firing of detonators mounted on the surface of the high explosive produces a shock wave that compresses the nuclear material. The important feature is the simultaneous firing of the detonators and control of the shock wave to achieve symmetrical compression of the nuclear material, and thus attain a supercritical mass.

The implosion process used to detonate a nuclear weapon, by its very nature, has a built-in safety feature. If the high explosive detonates at any single point for any reason, including fire or shock as a result of an accident, there would be no symmetrical implosion. The shock wave moving from a single point on the high-explosive surface would explode and destroy the device. This would release and perhaps scatter the active material, but would not result in a nuclear explosion.

In our latest weapons, a new, insensitive high explosive is used, which is extremely stable and will not explode on impact or in a fire. This will dramatically reduce the possibility of nuclear materials being scattered in an accident.

The current DOE safety-design concept packages the weapon-detonation subsystem into an "exclusion region." This feature follows a design philosophy intended to prevent undesired electrical energy from reaching the nuclear weapon detonator system. Included in this concept is a series of "weak links" and "strong links" to obtain predictably safe responses in abnormal environments such as fire, deep water, lightning, cruising impacts, or impact from high-velocity projectiles. The strong links are open switches that close only when the proper signals are received. The weak links are elements vital to the operation of the detonator system. These links are packaged together so that both strong and weak links experience the same environment. Safety is achieved in abnormal environments because the vital components (weak links) are designed to fail first, destroying the detonator system, before the open switches (strong links) can possibly fail to a closed position.

Associated with the exclusion region concept is the design of the strong links to respond only to unique signals. These open switches will not respond to the weapon system's electrical power sources, which might become connected through short circuits during an accident. The unique signals required can be generated by the weapon system only when intended by the human operator.

Nuclear weapons also contain environment-sensing devices that prevent firing of the detonators unless the required environment is experienced. The devices include such items as

- Pullout cables that maintain an open circuit until the cable is physically pulled from the weapon upon release from the aircraft;
- Accelerometers that maintain open circuits until they sense the acceleration or deceleration for a required period of time, as would be produced by a rocket motor or a retarding parachute;
- Barometric switch devices that remain open until they sense the pressure differential that is anticipated in desired release conditions;
- Timers that maintain open switches for a specific time interval after weapon release;

 Electromechanical switches that remain open until a positive action is taken by a human operator.

These safety features and others are designed into the weapon with stringent quality and reliability controls by DoD.

The DoD Safety Program is based on four nuclear safety standards. The standards require that, in the design, development, and employment of a nuclear weapon system, there be positive measures to

- Prevent jettisoned weapons or weapons involved in accidents or incidents from producing a nuclear yield;
- Prevent deliberate prearming, arming, launching, firing, or releasing of nuclear weapons except upon execution of emergency war orders or when directed by competent authority;
- Prevent inadvertent prearming, arming, launching, firing, or releasing of nuclear weapons;
- Ensure adequate security of nuclear weapons.

To satisfy these DoD nuclear safety standards, the Safety Program addresses safety-design engineering for each nuclear weapon system, its logistic and operational environment, and the human factors involved in the maintenance and operation of the weapon system. The various considerations of the program are listed below to give a perspective of their relationships and a feeling for the extent of the Safety Program. The program considerations include

- Requirements and design guidance for safety considerations in nuclear weapon system development;
- Safety engineering evaluation and formal certification before the system can be used with a nuclear weapon;
- Nuclear safety analysis and certification of all computer programs developed for use in the control of the nuclear weapon system;
- Engineering, operational, and logistic studies and reviews of the complete weapon system and its intended environment from storage to target, resulting in weapon system safety rules that prescribe authorized procedures and impose limitations for operation of the nuclear weapon system;
- Approved technical data and maintenance procedures that must be precisely followed in the operation or maintenance of the nuclear weapon system;
- Engineering evaluation and safety certification of all equipment used in the maintenance, movement, and operation of the nuclear weapon system;

- Reporting and analysis of accidents, incidents, and deficiencies that involve the nuclear weapon system, support equipment, and procedures;
- Safing and sealing of critical nuclear weapon system switches:
- Evaluation of all personnel associated with the nuclear weapon system
  to ensure their emotional stability and proper security clearance before
  being authorized access to a nuclear weapon, nuclear weapon system, or
  nuclear command and control facility;
- A "two-man" or "no lone zone" concept around the nuclear weapon and the nuclear weapon system;
- An inspection system to monitor compliance not only with the four DoD safety standards but also with all nuclear safety rules and technical data in all operations involving a nuclear weapon or nuclear weapon system.

In addition to the safety devices contained within the nuclear weapon, the weapon carrier contains devices that prevent prearming or release unless intended. Examples of these devices are

- Dual switches that force two-man consent for both prearm and launch (or release);
- Intent switches that prevent a prearm signal until manually closed by the human operators;
- A unique signal generator, activated by the prearm intent switch, that
  produces the unique signal required by the weapon's strong links
  described earlier;
- Intent switches that prevent a nuclear weapon release signal until manually closed by the human operators (separate from the prearm switches);
- Arm-inhibit switches that require a "good guidance" signal from the missile guidance system before warhead arming can occur;
- In-flight reversible mechanical locks on the weapon carriage rack that
  physically prevent weapon release until electrically activated by the
  human operators;
- A monitor system to provide the operator the arm/safe status of the nuclear weapon and lock/unlock status of the carriage rack.

Devices such as these prevented weapon arming in the Goldsboro and Palomares accidents. In early bomb racks such as those involved in the accidents at Kirtland Air Force Base, New Mexico, and at Florence, South Carolina, one means to prevent inadvertent release was the insertion of safety pins in the carriage rack. These pins were removed during takeoff and landing to permit emergency jettison. When the safety pins were removed, however, a single failure in the rack could cause an inadvertent release of the nuclear weapon, as shown by these accidents.

A cockpit-controlled, in-flight, reversible lock is now required which, when locked, prevents inadvertent weapon release even though the normal release force is applied. This design allows safe takeoff and landing with the rack in the locked position. The device is designed to fail to the locked position, and also requires an independent positioning of intent switches by two crew members in multiplace aircraft before the rack holding the weapon can be unlocked.

#### RADIOACTIVE MATERIALS IN NUCLEAR WEAPON ACCIDENTS

Nuclear weapons contain three principal types of radioactive materials: plutonium, uranium, and tritium. Other types of radioactive materials may also be present in lesser and varying amounts, depending on the type and age of the weapon. For accidental contamination, the initial public health risks and protective/corrective actions are the same as those for contamination by particles of plutonium, uranium, and tritium (see below).

The risks to the public from radioactive contamination caused by a nuclear weapon accident are <u>not</u> like fallout from a nuclear bomb blast, and are <u>not</u> like contamination from a major nuclear power plant accident. However, contamination from a nuclear weapon accident could be serious and could require both immediate and long-term protective and corrective cleanup measures. The potential harm to the public and the environment can be controlled best by an effective response to the accident and by providing the public with timely information and instructions about protection from contamination.

Public instructions and appropriate actions will depend on the severity of the accident, the type of material involved, and the length of time between occurrence of the accident and initiation of protective action.

#### ACCIDENT SEVERITY FACTORS

If nuclear weapons are involved in an accident and the condition of the weapon is not known, the potential for contamination must be assumed. Besides the immediate response around the accident site, protective measures (possible evacuation) for the general public may be necessary within 1 day.

Instructions on basic protective measures should allow time to respond to the accident, to determine the condition of the weapon, and to disseminate supplementary information and instructions to the public.

If damage to a nuclear weapon is known but the weapon is still structurally intact, any potential contamination would be limited to the immediate area of the accident site, and would probably be of very short duration (a few minutes). Keeping the public clear of the accident site and providing information to relieve unwarranted fears (prevent panic) should be sufficient for public protection.

If a nuclear weapon accident results in severe structural damage (scattering of small chunks of the warhead), fire (melting and burning of the warhead), or detonation of the conventional (chemical) high explosive, then more widespread contamination is probable and larger scale protective actions will be necessary. In this case, information and instructions provided to the public will depend on the type of radioactive material and the time since the accident.

#### PLUTONIUM

Contamination by plutonium particles dispersed by conventional (chemical) explosion or burning of a weapon would pose the most serious health hazard to the public, and could impact the environment over a wide area.

Plutonium is both a poison and a radiation hazard. The radiation given off consists of "alpha particles" (like very fast moving helium atoms), which do not have sufficient energy to penetrate buildings, most clothing, or even the outer skin. Therefore, short-term exposure (up to a few days) to contamination outside of the body will pose only a small health risk.

Plutonium radiation is considered a serious health risk if small "dust-like" pieces are inhaled or ingested and remain as deposits in the body. Even a very small quantity (equivalent to a single piece of dust) inside the body could cause concern as a health risk over the long term. No immediate "radiation sickness" symptoms are expected from this type of contamination.

Unless it is possible to immediately (within minutes) evacuate the area around the accident site and several miles downwind, the best <u>initial</u> public response will probably be to stop outside activity, seek shelter in <u>well-sealed</u> buildings (with little or no use of outside air for heating or cooling), and delay evacuation until the dust cloud has passed and particles have had time to settle out of the air. Besides being medically sound, this procedure will reduce casualties that result from panic and will least affect the critical and essential services.

Any evacuation of the public that does take place must be in a controlled manner, thereby reducing the risk of resuspension of the contaminant and the risk of collateral injury to the civilian population. Any person evacuating an area should breathe through a filter (such as a common dust mask or even several layers of a wet handkerchief), and move with care to avoid stirring up the dust. If resources and time permit, evacuation should include the use of protective outer clothing that can be cleaned for reuse or discarded.

The best direction and timing for travel can be specified for population centers or zones in the area. Factors such as population density, transportation, and facilities in the contaminated area must be considered in deciding whether and when to move the public out of an area.

Whether evacuation is immediate or delayed, panic of the population may result in some injury, death, or property damage. Every effort should be made to state the problem in a way that will inform the public, keep the problem in context, and avoid confusion.

The determination of cleanup requirements and techniques will involve extensive surveys and coordination with experts in several government agencies (Federal Emergency Management Agency, Environmental Protection Agency, DOE, DoD, etc.). Cleanup efforts may extend over several months, and monitoring requirements over several years.

#### **URANIUM**

Contamination by uranium fragments or small particles dispersed by a conventional (chemical) explosion or by the burning of a weapon is primarily a chemical health hazard (heavy metal poison similar to the lead poisoning associated with some paints), not a radiological hazard. The short-term risk to health occurs only if a relatively large quantity of uranium is deposited inside the body by inhaling or ingesting the dust. A short-term public hazard from radiation (alpha particles) from uranium is very unlikely. Determination of any long-term radiation (or chemical) hazard will require detailed and extensive surveys.

It is unlikely that uranium contamination, even though dispersed over a wide area, would add significantly to the overall exposure that man normally receives from radioactive materials found in most environments.

#### TRITIUM

The radiation given off by tritium is a low-energy "beta particle," which is stopped by the outer layers of skin. Thus external exposure is not a hazard. Contamination by tritium gas would pose a health hazard only in a closed or confined space. Tritium released by a weapons accident will dissipate and be diluted so rapidly in open air that no internal hazard would result. Monitoring (air sampling) of the immediate site of the accident is sufficient to assure prevention of exposure to accident-response personnel. Tritium from a weapons accident will not affect the public or the environment.

#### CLEANUP AFTER A NUCLEAR WEAPON ACCIDENT

An accident that causes a nuclear weapon to structurally break apart, burn, or chemically detonate will contaminate an area of indeterminate size with potentially hazardous materials. These materials may include plutonium, uranium, or high explosive.

The cleanup of explosive and chemical hazards will be relatively straightforward, but the decontamination of any radioactive materials will depend on technically sophisticated surveys and risk assessments.

#### DETERMINATION OF CONTAMINATION LEVEL

An initial estimate of the size and shape of the contaminated area and of the level of contamination within the area can be provided within a few hours by computer models. This information can be used to determine the actions necessary to protect the public and the scope of the cleanup problem. Then the determination of actual cleanup requirements and preferred techniques will depend on the material involved, field survey measurements of actual contamination levels, and careful assessment of any associated potential health risk.

Cleanup requirements may be minimized if contamination levels are low, or if the contaminating material is trapped and therefore not a hazard to plants, animals, or man. If contamination levels are high and/or the material is a health risk to man, then cleanup requirements may be quite stringent over an extensive area. The cleanup of scattered plutonium would probably present the greatest difficulty.

#### THE CLEANUP PROCESS

If initial estimates of the contamination level and subsequent field survey measurements indicate radiological contamination in the soil above a screening level of 0.2 microcuries/square meter (or above 1 fCi/m $^3$ ), then a careful assessment of health risks is necessary and cleanup may be necessary. Below this screening level, cleanup actions may not be necessary.

#### SUMMARY OF ACCIDENTS INVOLVING U.S. NUCLEAR WEAPONS, 1950-1980

An "accident involving a nuclear weapon" may be defined as an unexpected event involving a nuclear weapon or nuclear weapon components that results in any of the following:

- Accidental or unauthorized launching, firing, or use by U.S. forces or supported allied forces of a nuclear-capable weapon system that could create the risk of an outbreak of war;
- Nuclear detonation;
- Nonnuclear detonation or burning of a nuclear weapon or radioactive weapon component, including a fully assembled nuclear weapon, an unassembled nuclear weapon, or a radioactive nuclear weapon component;
- Seizure, theft, or loss, including jettison, of a nuclear weapon or radioactive nuclear weapon component;
- Public hazard, actual or implied.

Accidents involving U.S. nuclear weapons from 1950 to 1980 are summarized in the following paragraphs.

#### 1. 13 February 1950 / B-36 / Pacific Ocean, Off Coast of British Columbia

A B-36 aircraft was en route from Eielson AFB to Carswell AFB on a simulated combat profile mission. The weapon aboard the aircraft had a dummy capsule installed. After 6 hours of flight, the aircraft developed serious mechanical difficulties, making it necessary to shut down three engines. The aircraft was at 12,000 feet altitude. Icing conditions complicated the emergency, and level flight could not be maintained. The aircraft headed out over the Pacific Ocean and dropped the weapon from 8,000 feet into the ocean. A bright flash occurred on impact, followed by a sound wave and a shock wave. Only the weapon's high explosive material detonated. The aircraft was then flown over Princess Royal Island, where the crew bailed out. The aircraft wreckage was later found of Vancouver Island.

#### 2. 11 April 1950 / B-29 / Manzano Base, New Mexico

A B-29 aircraft departed Kirtland AFB at 9:38 p.m. and approximately 3 minutes later crashed into a mountain on Manzano Base, killing the crashed Detonators were installed in the bomb on board the aircraft. The bomb class

demolished, and some high-explosive material burned in the gasoline fire. Other pieces of unburned high explosive were scattered throughout the wreckage. Four spare detonators in their carrying case were recovered undamaged. Contamination did not occur, and there were no recovery problems. The recovered components of the weapon were returned to the Atomic Energy Commission. The capsule of nuclear material was on board the aircraft but had not been inserted into the weapon for safety reasons. A nuclear detonation was not possible.

#### 3. 13 July 1950 / B-50 / Lebanon, Ohio

A B-50 aircraft was on a training mission from Biggs AFB, Texas, flying at 7,000 feet on a clear day. The aircraft nosed down and flew into the ground, killing 4 officers and 12 airmen. The high-explosive portion of the weapon aboard detonated on impact. There was no nuclear capsule aboard the aircraft.

#### 4. 5 August 1950 / B-29 / Fairfield-Suisun AFB, California

A B-29 carrying a weapon, but no capsule, experienced two runaway propellers and landing-gear-retraction difficulties on takeoff from Fairfield-Suisun AFB (now Travis AFB). The aircraft attempted an emergency landing, crashed, and burned. Fire was fought for 12-15 minutes before the weapon's high-explosive material detonated. Nineteen crew members and rescue personnel, including General Travis, were killed in the crash or the resulting detonation.

#### 5. 10 November 1950 / B-50 / Over Water, Outside the United States

Because of an inflight aircraft emergency, a weapon containing no capsule of nuclear material was jettisoned over water from an altitude of 10,500 feet. A high-explosive detonation was observed.

#### 6. 10 March 1956 / B-47 / Mediterranean Sea

The aircraft was one of a flight of four scheduled for nonstop deployment from MacDill AFB to an overseas air base. The takeoff from MacDill and the first refueling were normal. The second refueling point was over the Mediterranean Sea. In preparation, the flight penetrated solid cloud formation to descend to the refueling level of 14,000 feet. The base of the clouds was 14,500 feet, and visibility was poor. The aircraft never made contact with the tanker. An extensive search failed to locate any trace of the missing aircraft or crew. No weapons were aboard the aircraft, only two capsules of nuclear weapon material in carrying cases. A nuclear detonation was not possible.

#### 7. 27 July 1956 / B-47 / Overseas Base

A B-47 aircraft with no weapons aboard was on a routine training mission and making a touch-and-go landing, when the aircraft suddenly went out of control. It slid off the runway and crashed into a storage igloo containing several nuclear weapons. The bombs did not burn or detonate; they were in storage configuration. No capsules of nuclear materials were in the weapons or present elsewhere in the building. There were no contamination or cleanup problems. The damaged weapons and components were returned to the Atomic Energy Commission.

#### 8. 22 May 1957 / B-36 / Kirtland AFB, New Mexico

The B-36 aircraft was ferrying a weapon from Biggs AFB, Texas, to Kirtland AFB. At 11:50 a.m., MST, as the aircraft approached Kirtland at an altitude of 1,700 feet, the weapon dropped from the bomb bay, taking the bomb bay doors with it. Weapon parachutes were deployed but apparently did not fully retard the fall because of the low altitude. The impact point was approximately 4.5 miles south of the Kirtland control tower and .3 mile west of the Sandia Base reservation. The high-explosive material detonated, completely destroying the weapon, and making a crater approximately 25 feet in diameter and 12 feet deep. Fragments and debris were scattered as far as 1 mile from the impact point. The release-mechanism locking pin was being removed at the time of release. (It was standard procedure, at that time, to remove the locking pin during takeoff and landing, to allow emergency jettison of the weapon if necessary.) The recovery and cleanup operations were conducted by Field Command, Armed Forces Special Weapons Project. Radiological survey of the area disclosed no radioactivity beyond the lip of the crater, at which point the level was 0.5 milliroentgens. There were no health or safety problems. A nuclear capsule was on board the aircraft but had not been inserted into the weapon for safety reasons. A nuclear detonation was not possible.

#### 9. 28 July 1957 / C-124 / Atlantic Ocean

Two weapons were jettisoned from a C-124 aircraft off the east coast of the United States. The C-124 aircraft was en route from Dover AFB, Delaware, when a loss of power from the number one and number two engines was experienced. Maximum power was applied to the remaining engines, but level flight could not be maintained. At this point, the decision was made to jettison cargo in the interest of safety of the crew and aircraft. Three weapons and one nuclear capsule were aboard the aircraft, and nuclear components had not been installed in the weapons. The first weapon was jettisoned at 4,500 feet altitude. The second weapon was jettisoned at approximately 2,500 feet altitude. No detonation occurred from either weapon. Both weapons are presumed to have been damaged from impact with the ocean surface, and to have submerged almost instantly. The ocean varies in depth in the area of the jettisons. The C-124 landed at an airfield in the vicinity of Atlantic City, New Jersey, with the remaining weapon and the nuclear capsule aboard. A search for the weapons or debris had negative results.

#### 10. 11 October 1957 / B-47 / Homestead AFB, Florida

The B-47 departed Homestead AFB shortly after midnight on a deployment mission. Shortly after lift-off, one of the aircraft's outrigger tires exploded. The aircraft crashed in an uninhabited area approximately 3,800 feet from the end of the runway. The aircraft was carrying one weapon in ferry configuration in the bomb bay and one nuclear capsule in a carrying case in the crew compartment. The weapon was enveloped in flames, and it burned and smoldered for approximately 4 hours, at which time it was cooled with water. Two low-order high-explosive detonations occurred during the burning. The nuclear capsule and its carrying case were recovered intact and only slightly damaged by heat. Application mately one half of the weapon remained. All major components were damaged bilting were identifiable and accounted for.

#### 11. 31 January 1958 / B-47 / Overseas Base

A B-47 with one weapon in strike configuration was making a simulated takeoff during an exercise alert. When the aircraft reached approximately 30 knots on the runway, the left rear wheel casting failed. The tail struck the runway, and a fuel tank ruptured. The aircraft caught fire and burned for 7 hours. Firemen fought the fire for the allotted 10-minute fire-fighting time for the high-explosive contents of that weapon, and then evacuated the area. The high explosive did not detonate, but some contamination did occur in the immediate area of the crash. No contamination was detected after removal of the wreckage and the asphalt beneath it and after washing down of the runway. One fire truck and one fireman's clothing showed slight alpha contamination before washing. Following the accident, exercise alerts were temporarily suspended and B-47 wheels were checked for defects.

#### 12. 5 February 1958 / B-47 / Savannah River, Georgia

The B-47 was on a simulated combat mission that originated at Homestead AFB, Florida. While near Savannah, Georgia, the B-47 had a mid-air collision with an F-86 aircraft at 3:30 a.m. Following the collision, the B-47, with a weapon aboard, attempted to land three times at Hunter AFB, Georgia. Because of the condition of the aircraft, its airspeed could not be reduced enough to ensure a safe landing. Therefore, the decision was made to jettison the weapon rather than expose Hunter AFB to the possibility of a high-explosive detonation. A nuclear detonation was not possible since the nuclear capsule was not aboard the aircraft. The weapon was jettisoned into the water several miles from the mouth of the Savannah River (Georgia) in Wassaw Sound off Tybee Beach. The precise impact point of the weapon is unknown. The weapon was dropped from an altitude of approximately 7,200 feet at an aircraft speed of 180-190 knots. No detonation occurred. After jettison, the B-47 landed safely. A 3-square-mile area was searched by divers and underwater demolition team technicians using galvanic drag and hand-held sonar devices. The weapon was not found. The search was terminated on 16 April 1958. The weapon was considered to be irretrievably lost.

#### 13. 11 March 1958 / B-47 / Florence, South Carolina

At 3:53 p.m., EST, a B-47E departed Hunter AFB, Georgia, as number three aircraft in a flight of four en route to an overseas base. After level off at 15,000 feet, the aircraft accidentally jettisoned an unarmed nuclear weapon that impacted in a sparsely populated area 6.5 miles east of Florence, South Carolina. The bomb's high-explosive material exploded on impact. The detonation caused property damage and several injuries on the ground. The aircraft returned to the base without further incident. No capsule of nuclear materials was aboard the B-47 or installed in the weapon.

#### 14. 4 November 1958 / B-47 / Dyess AFB, Texas

A B-47 caught fire on takeoff. Three crew members successfully ejected; one was killed when the aircraft crashed from an altitude of 1,500 feet. One nuclear weapon was on board when the aircraft crashed. The resultant detonation of the high explosive made a crater 35 feet in diameter and 6 feet deep. Nuclear materials were recovered near the crash site.

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#### 15. 26 November 1958 / B-47 / Chennault AFB, Louisiana

A B-47 caught fire on the ground. The single nuclear weapon on board was destroyed by the fire. Contamination was limited to the immediate vicinity of the weapon residue within the aircraft wreckage.

#### 16. 18 January 1959 / F-100 / Pacific Base

The aircraft was parked on a revetted hardstand in ground alter configuration. The external load consisted of a weapon on the left intermediate station and three fuel tanks (both inboard stations and the right intermediate station). When the starter button was depressed during a practice alter, an explosion and fire occurred when the external fuel tanks inadvertently jettisoned. Fire trucks at the scene put out the fire in about 7 minutes. The capsule was not in the vicinity of the aircraft and was not involved in the accident. There were no contamination or cleanup problems.

#### 17. 6 July 1959 / C-124 / Barksdale AFB, Louisiana

A C-124 on a nuclear <u>logistics</u> movement mission crashed on takeoff. The aircraft was destroyed by fire, which also destroyed one weapon. No nuclear or high-explosive detonation occurred; safety devices had functioned as designed. Limited contamination was present over a very <u>small area</u> immediately below the destroyed weapon. This contamination did not hamper rescue or fire-fighting operations.

#### 18. 25 September 1959 / P-5M / Pacific Ocean Off the Washington Coast

A U.S. Navy P-5M aircraft assigned to Naval Air Station, Whidbey Island, Washington, crashed in the Pacific Ocean about 100 miles west of the Washington-Oregon border. It was carrying an unarmed nuclear antisubmarine weapon containing no nuclear material. The weapon was not recovered.

#### 19. <u>15 October 1959 / B-52 / KC-135 / Hardinsburg, Kentucky</u>

The B-52 departed Columbus AFB, Mississippi, at 2:00 p.m., CST. The aircraft assumed the number two position in a flight of two. The KC-135 departed Columbus AFB at 5:33 p.m., CST, as the number two tanker aircraft in a flight of two scheduled to refuel the B-52's. Rendezvous for refueling was accomplished in the vicinity of Hardinsburg, Kentucky, at 32,000 feet. It was night; the weather was clear, with no turbulence. Shortly after the B-52 began refueling from the KC-135, the two aircraft collided. The instructor pilot and pilot of the B-52 ejected, followed by the electronic warfare officer and the radar navigator. The copilot, navigator, instructor navigator, and tail gunner failed to leave the B-52. All four crew members in the KC-135 were fatally injured. The B-52's two unarmed nuclear weapons were recovered intact. One had been partially burned, but did not result in dispersion of nuclear material or other contamination.

#### 20. 7 June 1960 / BOMARC / McGuire AFB, New Jersey

A BOMARC air defense missile in ready storage condition (permitting launch in 2 minutes) was destroyed by explosion and fire after a high-pressure helium tank exploded and ruptured the missile's fuel tanks. The warhead was also destroyed by

the fire, although the high explosive did not detonate. Nuclear safety devices functioned as designed. Contamination was restricted to an area immediately beneath the weapon and an adjacent elongated area approximately 100 feet long, caused by drain-off of fire-fighting water.

#### 21. 24 January 1961 / B-52 / Goldsboro, North Carolina

During a B-52 airborne alert mission, structural failure of the right wing resulted in two weapons separating from the aircraft during aircraft breakup at 2,000-10,000 feet. One bomb parachute deployed, and the weapon received little impact damage. The other bomb fell free and broke apart upon impact. No explosion occurred. Five of the eight crew members survived. A portion of one weapon, containing uranium, could not be recovered despite excavation in the waterlogged farmland to a depth of 50 feet. The Air Force subsequently purchased an easement requiring permission for anyone to dig there. No detectable radiation and no hazard exist in the area.

#### 22. 14 March 1961 / B-52 / Yuba City, California

A B-52 experienced failure of the crew compartment pressurization system, forcing descent to 10,000 feet altitude. Increased fuel consumption caused fuel exhaustion before rendezvous with a tanker aircraft. The crew bailed out at 10,000 feet except for the aircraft commander, who stayed with the aircraft to 4,000 feet and steered the plane away from a populated area. The two nuclear weapons on board were torn from the aircraft on ground impact. The high explosive did not detonate. Safety devices worked as designed to prevent nuclear contamination.

## 23. 13 November 1963 / Atomic Energy Commission Storage Igloo / Medina Base, Texas

An explosion involving 123,000 pounds of high-explosive components of nuclear weapons caused minor injuries to three Atomic Energy Commission employees. There was little contamination from the nuclear components, which were stored elsewhere in the building. The components were from the disassembly of obsolete weapons.

#### 24. 13 January 1964 / B-52 / Cumberland, Maryland

A B-52D was en route from Westover AFB, Massachusetts, to its home base at Turner AFB, Georgia. The crash occurred approximately 17 miles southwest of Cumberland, Maryland. The aircraft was carrying two weapons, which were in a tactical ferry configuration (no mechanical or electrical connections had been made to the aircraft, and the safing switches were in the "SAFE" position). Before the crash, the pilot had requested a change of altitude because of severe air turbulence at 29,500 feet. The aircraft was cleared to climb to 33,000 feet. During the climb, the aircraft encountered violent air turbulence, and aircraft structural failure then occurred. Of the five air-crew members, only the pilot and copilot survived. The gunner and navigator ejected, but died of exposure to subzero temperatures after successfully reaching the ground. The radar navigator did not eject and died upon aircraft impact. The crash site was an isolated mountainous and wooded area. The 14 inches of new snow covered the aircraft wreckage, which was scattered over an area of approximately 100 square yards. The weather during the recovery and cleanup operation involved extreme cold and

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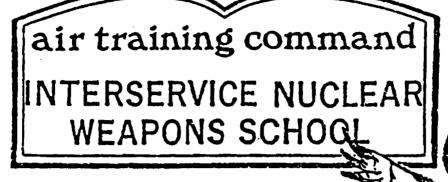
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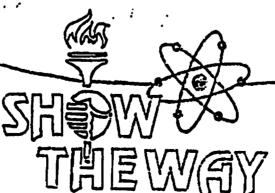
NARRATIVE SUMMARIES

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# ACCIDERUS

Involving Ruclear Weapons

1950 - 1980



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#### DEPAREMENT OF DEFENSE

#### NARRATIVE SUMARIES OF ACCIDENTS INVOLVING U.S. NUCLEAR WEAPONS 1950-1980

Attached are unclassified summaries describing the circumstances surrounding 32 accidents involving nuclear weapons. Also attached is the Department of Defense (DOD)/Department of Energy (DOE) definition of "accident" used in researching this project.

Twenty-six of these summaries were first released by the Air Force in 1977; another was prepared following the Titan II explosion in Arkansas in September 1980. These previously released summaries are marked with a figure "1"; in some cases they include new material made available as a result of more search.\*

There never has been even a partial, inadvertent U.S. nuclear detonation despite the very severe stresses imposed upon the weapons involved in these accidents. All "detonations" reported in the summaries involved conventional high explosives (HE) only. Only two accidents, those at Palomares and Thule, resulted in a widespread dispersal of nuclear materials.

Nuclear weapons are never carried on training flights. Most of the aircraft accidents represented here occurred during logistic/ferry missions or airborne alert flights by Strategic Air Command (SAC) aircraft. Airborne alert was terminated in 1968 because of:

-Accidents, particularly those at Palomares and Thule

—The rising cost of maintaining a portion of the SAC bomber force constantly on airborne alert, and,

—The advent of a responsive and survivable intercontinental ballistic missile force which relieved the manned bomber force of a part of its more time-sensitive responsibilities. (A portion of the SAC force remains on nuclear ground alert).

Although normal DOD policy is to neither confirm nor deny the presence of nuclear weapons or components, recently revised DOD Directive 5230.16 governing public affairs guidance allows for confirmation when required to protect public safety or as a means of reducing widespread public alarm. Therefore, in some of the events summarized here, confirmation of presence is not published. Except for Palcmares and Thule, it is not possible to specify the location of the accidents that occurred oversess.

Most of the weapons systems involved in these accidents are no longer in the active inventory. Those include the B-29, B-36, B-47, B-50, B-58, C-124, F-100, and P-5M aircraft, and the Minuteman I missile.

#### DOD NARRATIVE SUMMARIES

With some early models of nuclear weapons, it was standard procedure during most operations to keep a capsule of nuclear material separate from the weapon for safety purposes. While a weapon with the capsule removed did contain a quantity of natural (not enriched) uranium with an extremely low level of radioactivity, accidental detonation of the HE element would cause neither a nuclear detonation nor contamination. Modern design incorporates improved redundant safety features to insure that a nuclear explosion does not occur as the result of an accident.

This list of accidents was compiled by DCD/DCE researchers during December 1980 - January 1981. The researchers reviewed all available records of the military services and DCE, applying current definition to determine if an event warranted categorization as an accident.

For example, one event not covered by these narratives was included in a "Chronology of Nuclear Accident Statements", released by DOD in 1968:

The researchers found, however, that only a small retrorocket on the missile had accidentally fired. The missile and its warhead were not damaged. That event does not warrant inclusion in a list of accidents involving nuclear weapons.

Another event from the 1968 list, involving a U.S. Navy Terrier missile (January 1966; NAS Mayport, Florida) was not considered to be an accident, but has been categorized as a significant incident. In that incident, a nuclear warhead separated from the missile, and fell about eight feet. The warhead was dented; no other damage occurred.

The other events in this list, that were also cited in the 1968. "Chronology...", are identified with a figure "2".

The events outlined in the attached narratives involved operational weapons, nuclear materials, aircraft and/or missiles under control of the U.S. Air Force, U.S. Navy, or the Atomic Energy Commission (a DOE predecessor agency). The U.S. Army has never experienced an event serious enough to warrant inclusion in a list of accidents involving nuclear weapons. The U.S. Marine Corps does not have custody of nuclear weapons in peacetime and has experienced no accidents or significant incidents involving them.

To the best of our knowledge, this list is complete. Reporting requirements varied among the Services, (particularly in the earlier period covered by these narratives) so it is possible, but not likely, that an earlier accident has gone unreported here. All later events, however, have been evaluated and are included if they fall within the established definition of an accident.

#### DOD NARRATIVE SUMMARIES

#### DEFINITION OF AN ACCIDENT

#### An "accident involving nuclear weapons" is defined as

- An unexpected event involving nuclear weapons or nuclear weapons components that results in any of the following:
- —Accidental or unauthorized launching, firing, or use, by U.S. forces or supported allied forces, of a nuclear-capable weapon system which could create the risk of an outbreak of war.
  - -Nuclear detonation.
- —Non-nuclear detonation or burning of a nuclear weapon or radioactive weapon component, including a fully assembled nuclear weapon, an unassembled nuclear weapon, or a radioactive nuclear weapon component.
  - -Radioactive contamination.
- -Seizure, theft, or loss of a nuclear weapon or radioactive nuclear weapon component, including jettison.
  - -Public hazard, actual or implied.

#### February 13, 1950 / B-36 / Pacific Ocean, off Coast of British Columbia

The B-36 was enroute from Eilson AFB to Carswell AFB on a simulated combat profile mission. The weapon aboard the aircraft had a dummy capsule installed. After six hours of flight, the aircraft developed serious mechanical difficulties, making it necessary to shut down three engines. The aircraft was at 12,000 feet altitude. Icing conditions complicated the emergency and level flight could not be maintained. The aircraft headed out over the Pacific Ocean and dropped the weapon from 8,000 feet. A bright flash occurred on impact, followed by a sound and shock wave. Only the weapon's high emplosive material detonated. The aircraft was then flown over Princess Royal Island where the crew bailed out. The aircraft wreckage was later found on Vancouver Island. \* 1

#### DOD NARRATIVE SUMMARIES

#### April 11, 1950 / B-29 / Manzano Base, New Mexico

Aircraft departed Kirtland AFB at 9:38 p.m. and crashed into a mountain on Manzano Base approximately three minutes later, killing the crew. Detonators were installed in the bomb on board the aircraft. The bomb case was demolished and some high explosive (HE) material burned in the gasoline fire. Other pieces of unburned HE were scattered throughout the wreckage. Four spare detonators in their carrying cases were recovered undamaged. There was no contamination or recovery problems. The recovered components of the weapons were returned to the Atomic Energy Commission. Both the weapon and the capsule of the nuclear material were on board the aircraft but the capsule was not inserted for safety reasons. A nuclear detonation was not possible.

#### July 13, 1950 / B-50 / Lebanon Chio

The B-50 was on a training mission from Biggs AFB, Texas. The aircraft was flying at 7,000 feet on a clear day. Aircraft nosed down and flew into the ground killing four officers and twelve airmen. The high explosive portion of the weapon aboard detonated on impact. There was no nuclear capsule aboard the aircraft.

#### August 5, 1950 / B-29 / Fairfield/Suison AFB, California

A B-29 carrying a weapon, but no capsule, experienced two runaway propellers and landing gear retraction difficulties on takeoff from Fairfield/Suison AFB (now Travis AFB). The aircraft attempted an emergency landing and crashed and burned. The fire was fought for 12-15 minutes before the weapon's high explosive material detonated. Nineteen crew members and rescue personnel were killed in the crash and resulting detonation, including General Travis.

#### November 10, 1950 / B-50 / Over Water, cutside United States

Because of an in-flight aircraft emergency, a weapon containing no capsule of nuclear material was jettisoned over water from an altitude of 10,500 feet. A high-explosive detonation was observed.

### March 10, 1956 / B-47 / Mediterranean Sea

The aircraft was one of a flight of four scheduled for non-stop deployment from MacDill AFB to an overseas air base. Takeoff from MacDill and first refueling was normal. The second refueling point was over the Mediterranean Sea. In preparation for this, the flight penetrated solid cloud formation to descend to the refueling level of 14,000 feet. Base of the clouds was 14,000 feet and visibility was poor. The aircraft, carrying two nuclear capsules in carrying cases, never made contact with the tanker.

An extensive search failed to locate any traces of the missing aircraft or crew. No weapons were aboard the aircraft; only two capsules of nuclear weapons material in carrying cases. A huclear detonation was not possible.

### July 27, 1956 / B-47 / Overseas Base

A B-47 aircraft with no weapons aboard was on a routine training mission making a touch and go landing when the aircraft suddenly went out of control and slid off the rurway, crashing into a storage igloo containing several nuclear weapons. The bombs did not burn or detonate. There was no contamination or cleanup problems. The damaged weapons and components were returned to the Atomic Energy Commission. The weapons that were involved were in storage configuration. No capsules of nuclear materials were in the weapons or present in the building.

### Mzy 22, 1957 / B-36 / Kirtland AFB, New Mexico



The aircraft was ferrying a weapon from Biggs AFB, Texas, to Rirtland AFB. At 11:50 a.m. MST, while approaching Kirtland at an altitude of 1,700 feet, the weapon dropped from the bomb bay taking the bomb doors with it. Weapon parachutes were deployed but apparently did not fully retard the fall because of the low altitude. The impact point was approximately 4.5 miles south of the Kirtland control tower and .3 miles west of the Sandia Base Reservation. The high explosive material detonated, completely destroying the weapon and making a crater approximately 25 feet in diameter and 12 feet deep. Fragments and debris were scattered as far as one mile from the impact point. The release mechanism locking pin was being removed at the time of release. (It was standard procedure at that time that the locking pin be removed during takeoff and landing to allow for emergency jettison of the weapon, if nacessary). Recovery and cleanup operations were conducted by Field Command, Armed Forces Special Weapons Project. Radiological survey of the area disclosed no radioactivity beyond the lip of the crater at which point the level was 0.5 milliroentgens. There were no health or safety problems. Both the weapon and capsule were on board the aircraft but the capsule was not inserted for safety reasons. A nuclear detonation was not possible.

### July 28, 1957 / C-124 / Atlantic Ocean

Two weapons were jettisoned from a C-124 aircraft on July 28 off the east coast of the United States. There were three weapons and one nuclear capsule aboard the aircraft at the time. Nuclear components were not installed in the weapons. The C-124 aircraft was enroute from Dover AFB, Delaware when a loss of power from number one and two engines was experienced. Maximum power was applied to the remaining engines; however, level flight could not be maintained. At this point, the decision was made to jettison at 4,500 feet altitude. The second weapon was jettisoned at approximately 2,500 feet altitude. No detonation occurred from either weapon. Both weapons are presumed to have been damaged from impact with the ocean surface. Both weapons are presumed to have submerged almost instantly. The ocean varies in depth in the area of the jettison. The C-124 landed at an airfield in the vicinity of Atlantic City, New Jersey, with the remaining weapon and the nuclear capsule aboard. A search for the weapons or debris had negative results.

### **BEST AVAILABLE COPY**

### October 11, 1957 B-47 / Homestead AFB, Florida

The B-47 departed Homestead AFB shortly after midnight on a deployment mission. Shortly after liftoff one of the aircrafts outrigger tires exploded. The aircraft crashed in an uninhabited area approximately 3,800 feet from the end of the ruway. The aircraft was carrying one weapon in ferry configuration in the bomb bay and one nuclear capsule in a carrying case in the crew compartment. The weapon was ingulfed in flames and smoldered for approximately four hours after which it was cooled with water. Two low order high explosive detonations octured during the burning. The nuclear capsule and its carrying case were recovered intact and only slightly damaged by heat. Approximately one-half of the weapon remained. AII major components were damaged but were identifiable and accounted for.

### January 31, 1958 / B-47 / Overseas Base

A B-47 with one weapon in strike configuration was making a simulated takeoff during an exercise alert. When the aircraft reached approximately 30 knots on the runway, the left rear wheel casting failed. The tail struck the runway and a fuel tank ruptured. The aircraft caught fire and burned for seven hours. Firemen fought the fire for the allotted ten minutes fire fighting time for high explosive contents of that weapon, then evacuated the area. The high explosive did not detonate, but there was some contamination in the immediate area of the crash. After the wreckage and the asphalt beneath it were removed and the runway washed down, no contamination was detected. One fire truck and one fireman's clothing showed slight alpha contamination until washed. Following the accident, exercise alerts were temporarily suspended and MDS B-47 wheels were checked for defects.

### February 5, 1958 / B-47 / Savannah River, Georgia

The B-47 was on a simulated combat mission that originated at Homestead AFB, Florida. While near Savannah, Georgia, the B-47 had a mid-air collision with a F-86 aircraft at 3:30 a.m. Following the collision, the B-47 made three attempts to land at Hunter AFB, Georgia, with a weapon aboard. Because of the condition of the aircraft, its airspeed could not be reduced enough to insure a safe landing. Therefore, the decision was made to jettison the weapon rather than expose Bunter AFB to the possibility of a high explosive detonation. A nuclear detonation was not possible since the nuclear capsule was not aboard the aircraft. The weapon was jettisoned into the water several miles from the mouth of the Savannah River (Georgia) in Wassaw Sound off Tybee Beach. The precise weapon impact point is unknown. The weapon was dropped from an altitude of approximately 7,200 feet at an aircraft speed of 180-190 knots. No detonation occurred. After jettisch the B-47 landed safely. A three square mile area was searched using a ship with divers and underwater demolition team technicians using Calvanic drag and handheld sonar devices. weapon was not found. The search was terminated April 16, 1958. weapon was considered to be irretrievably lost. \*\* 2

### March 11, 1958 / B-47 / Florence, South Carolina

On March 11, 1958 at 3:58 p.m. EST, a B-47E departed Hunter AFB, Georgia, as number three aircraft in a flight of four enroute to an overseas base. After leveling off at 15,000 feet, the aircraft accidentally jettisoned an unammed nuclear weapon which impacted in a sparsely populated area 64 miles east of Florence, South Carolina. The bomb's high explosive material exploded on impact. The detonation caused property damage and several injuries on the ground. The aircraft returned to base without further incident. No capsule of nuclear materials was aboard the B-47 or installed in the weapon.

### November 4, 1958 / B-47 / Dyess AFB, Texas

A B-47 caught fire on takeoff. Three crew members successfully ejected; one was killed when the aircraft crashed from an altitude of 1,500 feet. One nuclear weapon was aboard when the aircraft crashed. The resultant detonation of the high explosive made a crater 35 feet in diameter and six feet deep. Nuclear materials were recovered near the crash site.

### November 26, 1958 / B-47 / Chennault AFB, Louisiana

A B-47 caught fire on the ground. The single nuclear weapon on board was destroyed by the fire. Contamination was limited to the immediate vicinity of the weapon residue within the aircraft wreckage.

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### **BEST-AVAILABLE COPY**

### January 18, 1959 / F-100 / Pacific Base

The aircraft was parked on a reveted hardstand in ground alert configuration. The external load consisted of a weapon on the left intermediate station and three fuel tanks (both inboard stations and the right intermediate station). When the starter button was depressed during a practice alert, an explosion and fire occurred when the external fuel tanks inadvertently jettisoned. Fire trucks at the scene put out the fire in about seven minutes. The capsule was not in the vicinity of the aircraft and was not involved in the accident. There was no contamination or cleanup problems.

### July 6, 1959 / C-124 / Barksdale AFB, Louisiana

A C-124 on a nuclear logistics movement mission crashed on takeoff. The aircraft was destroyed by fire which also destroyed one weapon. No nuclear or high explosive detonation occurred — safety devices functioned as designed. Limited contamination was present over a very small area immediately below the destroyed weapon. This contamination did not hamper rescue or fire fighting operations.

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### September 25, 1959 / P-5M / Off Whidbey Island, Washington

A U.S. Navy P-5M aircraft ditched in Puget Sound off Whidbey Island, Washington. It was carrying an unarmed nuclear antisubmarine weapon containing no nuclear material. The weapon was not recovered.

### October 15, 1959 / B-52 / RC-135 / Hardinsberg, Kentucky

The B-52 departed Columbus Air Force Base, Mississippi at 2:30 p.m. CST, October 15, 1959. This aircraft assumed the #2 position in a flight of two. The RC-135 departed Columbus Air Force Base at 5:33 p.m. CST as the #2 tanker aircraft in a flight of two scheduled to refuel the B-52s. Rendezvous for refueling was accomplished in the vicinity of Eardinsberg, Kentucky, at 32,000 feet. It was night, weather was clear, and there was no turbulence. Shortly after the B-52 began refueling from the RC-135, the two aircraft collided. The instructor pilot and pilot of the B-52 ejected, followed by the electronic warfare officer and the radar navigator. The co-pilot, navigator, instructor navigator, and tail gunner failed to leave the B-52. All four cremmembers in the RC-135 were fatally injured. The B-52's two unarmed nuclear weapons were recovered intact. One had been partially burned but this did not result in the dispersion of any nuclear material or other contamination.

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### June 7, 1960 / BOMARC / McQuire AFB, New Jersey

A BOMARC air defense missile in ready storage condition (permitting lammen in two minutes) was destroyed by explosion and fire after a high-pressure belium tank exploded and ruptured the missile's fuel tanks. The warhead was also destroyed by the fire although the high explosive did not detonate. Nuclear safety devices acted as designed. Contamination was restricted to an area immediately beneath the weapon and an adjacent elongated area approximately 100 feet long, caused by drainoff of firefighting water.

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#### Jeruary 24, 1961 / B-52 / Goldsboro, North Carolina

During a B-52 airborne alert mission, structural failure of the right wing resulted in two weapons separating from the aircraft during aircraft breakup at 2,000 -: 10,000 feet altitude. One bomb parachute deployed and the weapon received little impact damage. The other bomb fell free and broke apart upon impact. No explosion occurred. Five of the eight crew members survived. A portion of one weapon, containing uranium, could not be recovered despite excavation in the water-logged farmland to a depth of 50 feet. The Air Force subsequently purchased an easement requiring permission for anyone to dig there.

There is no detectable radiation and no hazard in the area.

### March 14, 1961 / B-52 / Yuba City, California

A B-52 experienced failure of the crew compartment pressurization system forcing descent to 10,000 feet altitude. Increased fuel consumption caused fuel exhaustion before rendezvous with a tanker aircraft. The crew bailed out at 10,000 feet except for the aircraft commander who stayed with aircraft to 4,000 feet steering the plane away from a populated area. The two nuclear weapons on board were torn from the aircraft on ground impact. The high explosive did not detenate. Safety devices worked as designed, and there was no nuclear contamination.

### **BEST AVAILABLE COPY**

# November 13, 1963 / Atomic Energy Commission Storage Igloo / Medina Base, Texas

An explosion involving 123,000 pounds of high explosive components of nuclear weapons caused minor injuries to three Atomic Energy Commission employees. There was little contamination from the nuclear components stored elsewhere in the building. The components were from obsclete weapons being disassembled.

### January 13, 1964 / B-52 / Omberland, Maryland

A B-52D was enroute from Westover Air Force Base, Massachusetts, to its home base at Turner Air Force Base, Georgia. The crash occurred approximately 17 miles SW of Cumberland, Maryland. The aircraft was carrying two weapons. Both weapons were in a tactical ferry configuration (no mechanical or electrical connections had been made to the aircraft and the safing switches were in the "Safe" position). Prior to the crash, the pilot had requested a change in altitude because of severe air turbulence at 29,500 feet. The aircraft was cleared to climb to 33,000 feet. During the climb, the aircraft encountered violent air turbulence and aircraft structural failure subsequently occurred. Of the five aircrew members, only the pilot and co-pilot survived. The gunner and navigator ejected but died of exposure to sub-zero temperatures after successfully reaching the ground. The radar navigator did not eject and died upon aircraft impact. The crash site was an isolated mountainous and wooded area. The site had 14 inches of new snow covering the aircraft wreckage which was scattered over an area of approximately 100 yards square. The weather, during the recovery, and cleanup operation, was extremely cold with gusty winds. Both weapons remained in the aircraft until it crashed and were relatively intact in the approximate center of the wreckage area.

\* 1

# December 5, 1964 / LGM 30B (Minutemen ICBM) / Ellsworth AFB, South Dakota

The LGM 30B Minuteman I missile was on strategic alert at Launch Facility (LF) L-02, Ellsworth AFB, South Dakota. Two airmen were dispatched to the LF to repair the inner zone (IZ) security system. In the midst of their checkout of the IZ system, one retrorocket in the spacer below the Reentry Vehicle (RV) fired, causing the RV to fall about 75 feet to the floor of the silo. When the RV struck the bottom of the silo, the arming and fusing/altitude control subsystem containing the batteries was torn loose, thus removing all sources of power from the RV. The RV structure received considerable damage. All safety devices operated properly in that they did not sense the proper sequence of events to allow arming the warhead. There was no detonation or radioactive contamination.

### December 8, 1964 / B-58 / Bunker Hill (Now Grissom) AFB, Indiana

SAC aircraft were taxiing during an exercise alert. As one B-58 reached a position directly behind the aircraft on the runway ahead of it, the aircraft ahead brought advanced power. As a result of the combination of the jet blast from the aircraft ahead, the icy runway surface conditions, and the power applied to the aircraft while attempting to turn onto the runway, control was lost and the aircraft slid off the left hand side of the taxiway. The left main landing gear passed over a flush mounted taxiway light fixture and 10 feet farther along in its travel, grazed the left edge of a concrete light base. Ten feet farther, the left main landing gear struck a concrete electrical manhole box, and the aircraft caught on fire. When the aircraft came to rest, all three crew members aboard began abandoning the aircraft. The aircraft commander and defensive systems operator egressed with minor injuries. The navigator ejected in his escape capsule, which impacted 548 feet from the aircraft. He did not survive. Portions of the five nuclear weapons on board burned; contamination was limited to the immediate area of the crash and was subsequently removed.

### October 11, 1965 / C-124 / Wright-Patterson AFB, Chio

The aircraft was being refueled in preparation for a routine logistics mission when a fire occurred at the aft end of the refueling trailer. The fuselage of the aircraft, containing only components of nuclear weapons and a dummy training unit, was destroyed by fire. There were no casualties. The resultant radiation hazard was minimal. Minor contamination was found on the aircraft, cargo, and clothing of explosive ordnance disposal and fire fighting personnel, and was removed by normal cleaning.

### December 5, 1965 / A-4 / At Sea, Pacific

An A-4 aircraft loaded with one nuclear weapon rolled off the elevator of a U.S. aircraft carrier and fell into the sea. The pilot, aircraft, and weapon were lost. The incident occurred more than 500 miles from land.

### **BEST AVAILABLE COPY**

### January 17, 1966 / B-52 / RC-135 / Palcmares, Spain

The B-52 and the RC-135 collided during a routine high altitude air refueling operation. Both aircraft crashed near Palomares, Spain. Four of the eleven crewmembers survived. The B-52 carried four nuclear weapons. One was recovered on the ground and on April 7, one was recovered from the sea. Explosive materials exploded on impact with the ground, releasing some radioactive materials. Approximately 1400 tons of contaminated soil and vegetation were removed to the Thited States for storage at an approved site. Representatives of the Spanish government monitored the cleanup operation.

### Jaruary 21, 1968 / B-52 / Thule, Greenland

A 3-52 from Plattsburgh AFB, New York, crashed and burned some seven miles southwest of the runway at Thule AB, Greenland while approaching the base to land. Six of the seven cremembers survived. The bomber carried four nuclear weapons, all of which were destroyed by fire. Radioactive contamination occurred in the area of the crash, which was on the sea ice. Some 237,000 cubic feet of contaminated ice, snow and water, with crash debris, were removed to an approved storage site in the United States over the course of a four-month operation. Although an unknown amount of contamination was dispersed by the crash, environmental sampling showed normal readings in the area after the cleanup was completed. Representatives of the Danish government monitored the cleanup operations.

#### Spring 1968 / At Sea, Atlantic

Details remain classified.

### September 19, 1980 / Titan II ICEM / Damascus, Arkansas

During routine maintenance in a Titan II silo, an Air Force repairman dropped a heavy wrench socket, which rolled off a work platform and fell toward the bottom of the silo. The socket bounced and struck the missile, causing a leak from the pressurized fuel tank, The missile complex and the surrounding area were evacuated and a team of specialists was called in from Little Rock Air Force Base, the missile's main support base. About 84 hours after the initial puncture, fuel vapors within the silo ignited and exploded. The explosion fatally injured one member of the team. Twenty-one other USAF personnel were injured. The missile's reentry vehicle, which contained a nuclear warhead, was recovered intact. There was no radioactive contamination.

338662

# 11/10/50 - Over the St. Lawrence River, Outside the U.S. Accident #5

On November 10, 1950, a B-50 developed an inflight emergency. a Mk4 bomb without capsule was jettisoned over the St. Lawrence River, the exact location was not noted. A high explosive detonation was observed as the casing struck the water. The aircraft was able to land safely.

No news media reports of the incident have been found.

5000#

November 10, 1950/B-50 Super Fortress/Over Water, Outside United States. The second, and last, accident involving a B-29. During an unspecified in-flight emergency over water, the crew jettisoned an empty bomb casing (no capsule) at an altitude of 10,500 feet. A high explosive detonation was observed on the ocean.



Washington, DC 20585

June 22, 2009

Mr. Bennett Sherry Stateside Associates 2300 Clarendon Boulevard 4<sup>th</sup> Floor Arlington, VA 2201

Re: FOIA-2009-000316

Dear Mr. Sherry:

This is in further response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You modified your request to ask for copies of all applications for ARRA funding that were due to the DOE on May 12, 2009. You asked for as many of the 50 states that have submitted a plan up to this point.

In a letter to the DOE on May 12, 2009 and in a telephone conversation, with Sheila Jeter of my staff on May 14, 2009, you modified the request to include copies of all applications received up to this point.

The Office of Energy Efficiency has informed me that any documents that are responsive to your request are under the jurisdiction of the National Energy Technology Laboratory (NETL). For this reason, the request has been sent to the FOIA Officer at the NETL to conduct a search of its files and provide a response to you.

If you have any questions about the processing of the request by the NETL, you may contact Ms. Ann Dunlap, NETL Morgantown/Pittsburg 3610 Collins Ferry Road, Morgantown, WV 26507. She also can be reached on (412) 386-6167.

I appreciate the opportunity to assist you. If you have any questions about this correspondence please contact Ms. Jeter on (202) 586-5061.

Sincerely,

Alexander C. Morris FOIA Officer

Office of Information Resources



Washington, DC 20585

June 4, 2009

Julie N. Richards Law Offices of Luke J. Danielson 108 W. Tomichi Avenue, Suite D Gunnison, CO 81230

Re:

Freedom of Information Act Request FOIA-2009-000318

Dear Ms. Richards:

This is in response to the request for information that you submitted to the Department of Energy (DOE) pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. 552, in which you asked for information or records on the U.S. Department of Energy's decision to drop its opposition to oil and gas development outside 40 acres surrounding the Project Rulison nuclear blast site.

The Office of Legacy Management performed a search of all available records but was unable to locate any documents responsive to your request. We communicated with the DOE Office of Site Operations and they have no information or records regarding opposition to gas development outside of their institutional control. Therefore, no records exist that would be responsive to your request.

The FOIA provides for the assessment of fees for the processing of requests of documents. See 5 U.S.C. § 552(a)(4)(A)(i); see also 10 C.F.R. § 1004.9(a). According to allowable FOIA processing fees, and in accordance with Alexander C. Morris' May 11, 2009 letter, there will be no charge for our search.

You may challenge the adequacy of this search for responsive documents by submitting a written appeal to the Director, Office of Hearings and Appeals, HG-l/L'Enfant Plaza Building, U.S. Department of Energy, 1000 Independence Avenue. SW, Washington, DC 20585-1615. You should submit the appeal within 30 calendar days of receipt of this determination.

The written appeal, including the envelope, must clearly indicate that a Freedom of Information Act appeal is being made. The appeal must contain all the elements required by 10 C.F.R. § 1004.8 to the extent applicable. Judicial review will thereafter be available to you (1) in the District of Columbia, (2) in the district where you reside, (3) in the district where you have your principal place of business, or (4) in the district where the DOE records are located.

I appreciate the opportunity to assist you. If you have any questions, please contact me at (304) 285-0937.

Sincerely,

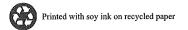
John V. Montgomery

Freedom of Information Officer Office of Legacy Management

Matson for

Kevin T. Hagerty, Director
Office of Information Resources

cc:





Washington, DC 20585

May 18, 2009

Mr. Anthony Fotopoulos Conergy Holdings Inc. 2480 W. 26<sup>th</sup> Avenue, Suite 26B Denver, CO 80211

Re: FOIA-2009-000319

Dear Mr. Fotopoulos:

This is in further response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You asked for the contract between DOE and Sun Edison, LLC for the Mesa Top Photovoltaics Project.

Any documents responsive to the request that may exist at the Department are under the jurisdiction of the Western Area Power Administration (WAPA). For this reason, I have transferred your request to that office for appropriate action. Upon completion of the search and the review of any documents located, the WAPA will provide a response to you.

In your letter, you agreed to pay all fees associated with the processing of the request. The WAPA will inform you about any fees incurred in the processing of the request.

If you have any questions about the processing of your request by the WAPA, you may contact Ms. Liova D. Juarez, FOIA Officer, Department of Energy, General Counsel's Office, A0200, 12155 W. Alameda Parkway, P.O. Box 281213, Lakewood, CO 80228-8213. You may also call her on (720) 962-7010.

I appreciate the opportunity to assist you with this matter. If you have any questions about this correspondence, you may contact Ms. Washington of my staff on (202) 586-6039.

Sincerely.

Alexander C. Morris

FOIA Officer

Office of Information Resources

### Dunmore, Vera

From:

Morris, Alexander

Sent:

Monday, May 11, 2009 2:40 PM

To:

Cc: Subject: Dunmore, Vera FOIA request

Mr. Carreiro,

This is in final response to the request for information that you sent to the Department of Energy under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You asked for a copy of a DOE technical report titled "U.S. Department of Energy High School Student Supercomputing Honors Program: A Follow-up Assessment."

Per our conversation today, the document you requested is for sale by the National Technical Information Service. You may contact that office at 1-800-553-6847. You should reference the following document #DE87007058.

Since the document is for sale by the NTIS is not document that can be requested under the FOIA. For this reason, we will close your request here at the Department and take no further action.

I appreciate the opportunity to assist you with this matter. If you have any questions, please contact me at (202) 586-3159.

v/r

Chris Morris FOIA Officer Department of Energy



Washington, DC 20585

August 17, 2009

Mr. Brennan Bilberry

Re: FOIA-2009-000322

Dear Mr. Bilberry:

This is in final response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. You asked for copies of correspondence between Congressman Pete Sessions of Texas or any member of his staff and the Department of Energy from January 1, 1997 to the Present.

Your request was assigned to the Office of the Executive Secretariat for responsive documents. A search was conducted of the Electronic Document Online Correspondence and Concurrence System of the Office of the Executive Secretariat. This system tracks all correspondence to and from the Offices of the Secretary, Deputy Secretary, and Under Secretaries of Energy. The Office of the Executive Secretariat located 12 documents responsive to your request. Those documents are enclosed, and described in the accompanying index.

The Department has determined that certain information should be withheld pursuant to Exemptions 6 of the FOIA, 5 U.S.C. § 552 (b)(6).

Exemption 6 is generally referred to as the "personal privacy" exemption; it provides that the disclosure requirements of FOIA do not apply to "personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy." In applying Exemption 6, DOE considered: 1) whether a significant privacy interest would be invaded; 2) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and 3) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy. The information withheld under Exemption 6 consists of names and identifying information of job applicants. We have determined that the public interest in releasing this information in the document does not outweigh the overriding privacy interests in keeping this information confidential.

This satisfies the standard set forth by the Attorney General on March 19, 2009, that the agency is justified in not releasing material that the agency reasonably foresees that disclosure would harm an interest protected by one of the statutory exemptions or disclosure is prohibited by law. This also satisfies DOE'S regulations at 10 CFR 1004.1 to make records available which it is authorized to withhold under 5 U.S.C. § 552 when it determines that such disclosure is in the public interest. Accordingly, we will not make discretionary disclosure of this information.

Pursuant to 10 CFR 1004.7(b)(2), I am the individual responsible for the determination to withhold the information described above. The FOIA requires that "any reasonable segregable portion of a record shall be provided to any person requesting such record after deletion of the portions which are exempt." 5 U.S.C. §552(b).

This decision, as well as the adequacy of the search, may be appealed within 30 calendar days from your receipt of this letter pursuant to 10 C.F.R. 1004.8. Appeals should be addressed to Director, Office of Hearing and Appeals, HG-1, L'Enfant Plaza, U.S. Department of Energy, 1000Independence Avenue, S.W., Washington DC 20585-1615. The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. The appeal must contain all the elements required by 10 CFR Part 1004.8. Thereafter, judicial review will be available to you in the Federal district court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where the Department's records are situated, or (4) in the District of Columbia.

If you have further questions, please contact Ms. Cindy L. Luckett at (202) 586-0317. I appreciate the opportunity to assist you with this matter.

Sincerely,

Carol A. Matthews

Carnela matthews

Deputy Director of the Executive Secretariat

**Enclosures** 

#### **INDEX**

# Request from Brennan Bilberry for correspondence between DOE and Congressmen Pete Sessions from January 1, 2007, to present

Request #: FOIA-2009-000322

A search was conducted of the Electronic Document Online Correspondence and Concurrence System of the Office of the Executive Secretariat. The Office of the Executive Secretariat located 12 documents responsive to your request.

- Ten documents will be release to you in their entirety.
- Two of these documents will be *Released in part pursuant to Exemption (b)(6)*-Information withheld under B6 consists of personal information, the disclosure of which would constitute a violation of personal privacy.





REFORM AND OVERSIGHT
SUBCOMMITTEES:
VICE CHAIRMAN,
GOVERNMENT MANAGEMENT,
INFORMATION AND TECHNOLOGY
CIVIL SERVICE

POSTAL SERVICE

COMMITTEE ON GOVERNMENT

COMMITTEE ON SCIENCE SUBCOMMITTEE:
BASIC RESEARCH

**COMMITTEE ON BANKING** 

CAPITAL MARKETS, SECURITIES, AND GOVERNMENT SPONSORED ENTERPRISES

HOUSING AND COMMUNITY OPPORTUNITY

SUBCOMMITTEES:

# Congress of the United States Bouse of Representatives

July 21, 1997

Denise F. Swink
Deputy Assistant Secretary
Office of Industrial Technologies
Energy Efficiency and Renewable Energy
U.S. Department of Energy
Washington, D.C. 20585

Dear Assistant Secretary Swink:

I understand the Energy Systems Laboratory of Texas Engineering Experiment Station has submitted a proposal to become the field manager for the Western Region of the Industrial Asssessment Centers (IAC) Program of the Department of Energy. I would appreciate your assistance and support for the Energy Systems Laboratory proposal.

The Energy Systems Laboratory is the one of the nation's leading research and teaching programs in the field of energy conservation and management. The Laboratory has recently received a Special Recognition Award for the Department of Energy for its pioneering role in energy efficiency and analysis of energy savings. In addition, the Laboratory has won an excellence award from the Environmental Protection Agency for its energy savings technologies. As field manager of the Western Region, the Energy Systems Laboratory would be located closer in proximity to the Western IACs and would bring its proven record of quality management to the position.

I urge your strong consideration of the proposal from the Texas Engineering

1318 LONGWORTH
WASHINGTON, DC 20515
TELEPHONE: (202) 226-2231
FAX: (202) 226-5878
-mail address: petss@mail.house.gov

......

10677 E. NORTHWEST HIGHWAY, SUITE 410 DALLAS, TEXAS 75238 (214) 349-9996 FAX: (214) 349-0738 TELEPHONE: 1-800-967-6554 PRINTED ON RECYCLED PAPER

......

104 E. CORSICANA STREET ATHENS, TEXAS 75751 TELEPHONE: (903) 675-8288 Fax: (903) 675-8351 Experiment Station. Please contact me or my Legislative Assistant, Guy Harrison, at 202.226.8426 if you need more information or assistance with this request.

Sincerely,

Pete Sessions

Member of Congress

PS/gh

cc: Mr. Charles Glaser

### Congress of the United States

Washington, DC 20515

October 9, 1998

The Honorable Bill Richardson Secretary of Energy Department of Energy 1000 Independence Avenue, S.W. Washington, D.C. 20585-0001

Dear Mr. Secretary,

We are writing to reiterate our strong support for the Pantex plant near Amarillo, Texas as the site to locate the Department of Energy's pit disassembly and conversion facility.

As your Department proceeds with the final analysis for the pit disassembly and conversion facility, we urge you to fully and fairly examine each site's capabilities in light of security, budgetary, transportation, and environmental, health, safety, concerns. In this context, we are confident that Pantex will set itself clearly above the Savannah River Site as the ideal location for the Department of Energy's pit disassembly and conversion facility.

As you know, Pantex currently stores the nation's stockpile of excess pit plutonium; consequently, selecting Pantex as the site for the pit disassembly and conversion facility would be a natural extension of Pantex's current mission. Furthermore, performing pit disassembly at Pantex would ensure that the Department does not embark on the unnecessary, costly and dangerous task of transporting over 15,000 pits in their classified weapons configuration across the country.

Pantex also enjoys widespread community and political support. The Amarillo community and its elected officials are universal in their support of the Pantex plant. Furthermore, Pantex enjoys the strong support of the Texas Congressional delegation.

Thank you for your consideration of this letter. We look forward to further dialogue with you as the Department finalizes its decision on the location of the pit disassembly and conversion facility.

Sincerely,

PRINTED ON RECYCLED PAPER

Page 2 The Honorable Bill Richardson October 9, 1998

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Jose Societ

Marfand.

Did Armen

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Charlie Stenholm

Jim Morner

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Ron Paul

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Kay Hange

Page 3
The Honorable Bill Richardson
October 9, 1998

Kalph M.Y kell Jue Barton Solomon 8.0x West Edwards

Page 4
The Honorable Bill Richardson
October 9, 1998

### The following Members have signed this letter:

Phil Gramm, U.S. Senator

Mac Thornberry, U.S. Representative
Sam Johnson, U.S. Representative
Henry Bonilla, U.S. Representative
Kevin Brady, U.S. Representative
Pete Sessions, U.S. Representative
Max Sandlin, U.S. Representative
Dick Armey, U.S. Representative
Nick Lampson, U.S. Representative
Tom DeLay, U.S. Representative
Gene Green, U.S. Representative
Silvestre Reyes, U.S. Representative
Joe Barton, U.S. Representative
Solomon Ortiz, U.S. Representative
Chet Edwards, U.S. Representative

Kay Bailey Hutchison, U.S. Senator
Larry Combest, U.S. Representative
Bill Archer, U.S. Representative
Charlie Stenholm, U.S. Representative
Jim Turner, U.S. Representative
Ken Bentsen, U.S. Representative
Ron Paul, U.S. Representative
Ciro Rodriguez, U.S. Representative
Kay Granger, U.S. Representative
Ralph Hall, U.S. Representative
Lamar Smith, U.S. Representative
Sheila Jackson-Lee, U.S. Representative
Martin Frost, U.S. Representative
Eddie Bernice Johnson, U.S. Representative
Ruben Hinojosa, U.S. Representative

Henry B. Gonzalez, U.S. Representative



### The Secretary of Energy

Washington, DC 20585

February 24, 1999

The Honorable Pete Sessions U.S. House of Representatives Washington, DC 20515

Dear Representative Sessions:

Thank you for your October 9,1998, letter reiterating your support for having the Pantex Plant named as the preferred site for the Pit Disassembly and Conversion Facility.

The Department identified Savannah River as the preferred site for the Pit Disassembly and Conversion Facility on December 22, 1998. This decision followed extensive consideration of environment, safety and health, cost, non-proliferation, mission compatibility, and public support issues. Choosing one site for the Pit Disassembly and Conversion Facility was not an easy choice because both Pantex and Savannah River are extremely well qualified and enjoy tremendous local, state and congressional support. Savannah River was selected because of its extensive experience with plutonium processing and because colocation of the Pit Disassembly and Conversion Facility with other existing or planned facilities at that site could provide some savings in infrastructure costs.

Please be assured that I know of Pantex's long history of support to our Nation's national defense mission and I greatly appreciate the contribution and sacrifices made by the Pantex workers and the local citizens in Texas. I am confident that Pantex will continue to perform their mission with the same professionalism and dedication as they have in the past.

I appreciate your continued support for the Department's Surplus Plutonium Disposition Program. If you have further questions, please contact me or have a member of your staff contact Mr. John C. Angell, Assistant Secretary for Congressional and Intergovernmental Affairs at (202) 586-5450.

Yours sincerely,

Bill Richardson

Bill Richardon

**COMMITTEE ON RULES** 

COMMITTEE ON BANKING AND FINANCIAL SERVICES (ON LEAVE)

RESULTS CAUCUS CHAIRMAN



### Congress of the United States House of Representatives

March 8, 2001

The Honorable Spencer Abraham Secretary of Energy 1000 Independence Avenue SW Washington, D.C. 20585-0002

# (3)

2001-007020

- 1318 LONGWORTH BUILDING
  WASHINGTON, DC 20616-4305
  TELEPHONE: 202.225.2231
  FAX: 202.225.6878
- DISTRICT OFFICES:
- ☐ 10675 E. NORTHWEST HIGHWAY SUITE 1685 DALLAS, TEXAS 75238-4844 TELEPHONE: 1,800,967,6554 214,349,9996 FAX: 214,349,0738
- ☐ 100 E. CORSICANA STREET SUITE 208 ATHENS, TEXAS 75751-2602 TELEPHONE: 903.675.8288 FAX: 903.675.8351

e-mail: petes@mail.house.gov web page: www.house.gov/sessions/

### Dear Mr. Secretary:

I am writing to urge the Department of Energy (DOE) to reconsider the rule for air-conditioner and heat pump energy efficiency standards issued at the end of the Clinton Administration on January 22, 2001. The rule, which would increase the current 10 SEER standard to a 13 SEER, is not supported by the record developed in over two years of rulemaking procedures at DOE, and would have an extremely negative effect on consumers, employment and on competition within the industry.

I am particularly concerned about the impact the rule would have on the cost of air conditioning equipment and therefore on the ability of senior citizens and working families to purchase or replace less efficient equipment. I am also concerned about the impact the rulemaking will have on the industry itself. The Carrier Corporation facility in my districts employs over 1000 people whose jobs may be put in jeopardy by an unnecessarily burdensome 13 SEER standard.

I therefore request that the Department of Energy give careful reconsideration to the rule. It is my understanding that, although it still would require significant adjustments by the industry, the air conditioning and heat pump manufacturers could meet a 12 SEER standard.

Thank you for considering this request.

Sincerely,

Pete Sessions
Member of Congress

PS/gh



# The Secretary of Energy Washington, DC 20585

April 16, 2001

The Honorable Pete Sessions U.S. House of Representatives Washington, DC 20515

Dear Senator Sessions:

On an earlier occasion, you wrote to me expressing concerns about the Department of Energy (DOE) rule on energy efficiency standards for central air conditioners and heat pumps. This is to let you know that, after completing a 60-day review of the proposed rule for a 13/13 Seasonal Energy Efficiency Ratio (SEER) standard for central air conditioners and heat pumps, it is my intention to propose a new 12/12 SEER standard to increase the energy efficiency of those systems.

On January 22, 2001, the Clinton Administration published a final rule on energy efficiency standards for central air conditioners and heat pumps. Pursuant to a January 20, 2001, memorandum from the Assistant to the President and Chief of Staff, entitled "Regulatory Review Plan," DOE temporarily delayed the effective date of the central air conditioner and heat pump final rule for 60 days in order to conduct an internal review of that rule.

While conducting this review, I became particularly concerned that the 13/13 SEER rule published by the Clinton Administration placed too high a cost burden on consumers, especially low-income consumers that are more sensitive to the upfront cost of any price increases that accompany such rules.

The 12/12 SEER rule, which I intend to propose, will increase the energy efficiency of air conditioning and heat pump systems by 20 percent while minimizing up-front costs to consumers. By 2030, this 12/12 SEER rule is projected to save the equivalent amount of electricity that could light all U.S. homes for more than two years, an amount equal to more than the output of 30 powerplants.



I believe that the 12/12 SEER standard for residential central air conditioners and heat pumps is the fair and right thing to do. Thank you for your concern on this issue, and if you have further questions, you may contact me or have a member of your staff contact Mr. Nicholas A. Chumbris on my staff at (202) 586-2764.

Sincerely,

Spencer Abraham

### PETE SESSIONS

5TH DISTRICT, TEXAS

**COMMITTEE ON RULES** 

COMMITTEE ON BANKING AND FINANCIAL SERVICES (ON LEAVE)

**RESULTS CAUCUS** CHAIRMAN

May 3, 2001



# House of Representatives

Congress of the United States

214,349,9996 FAX 214 349 0738 100 E. CORSICANA STREET SUITE 208 ATHENS, TEXAS 75751-2502 TELEPHONE, 903 675.8288 FAX: 903.675.8351 e-mail, petes@mail.house.gov web page, www.house.gov/sessions/

1318 LONGWORTH BUILDING

TELEPHONE: 202,225 2231 FAX: 202 225.5878

DISTRICT OFFICES

**SUITE 1685** 

WASHINGTON, DC 20515-4305

10675 E NORTHWEST HIGHWAY

DALLAS, TEXAS 75238-4844

TELEPHONE. 1.800.967 6554

2001-011756

The Honorable Spencer Abraham Secretary of Energy 1000 Independence Avenue SW Washington, D.C. 20585-0002

Dear Mr. Secretary: s under consideration for an appointment in the Office of As you may be aware Congressional Affairs at the Department of Energy. I am writing to offer my wholehearted support for her appointment as a Deputy Assistant Secretary for Congressional Affairs. I know both personally and professionally, and I think she would be an excellent addition to your team. Among her many qualifications is a strong background in shaping energy policy. She spent four years working on House Commerce Committee issues and specifically issues before the Energy and Power subcommittee.

Her expertise in energy policy, her knowledge of congressional procedure and her relationships with Members in both chambers and on both sides of the isle would be invaluable to your congressional affairs team. In addition, she is a strong supporter of President Bush and an experienced and respected advocate. I offer my strongest professional and personal recommendation of

Sincerely,

Pete Sessions Member of Congress

PS/wm

cc: Clay Johnson

(6)(6)



1318 LONGWORTH BUILDING

FAX: 202.226.5878 DISTRICT OFFICES:

SUITE 1695

WASHINGTON, DC 20615-4306 TELEPHONE: 202.225.2231

☐ 10675 E. NORTHWEST HIGHWAY

DALLAS, TEXAS 75238-4844

TELEPHONE: 1,800,967,6854 214,349,9996

2001-018473

PETE SESSIONS 5TH DISTRICT, TEXAS

**COMMITTEE ON RULES** 

COMMITTEE ON BANKING AND FINANCIAL SERVICES (ON LEAVE)

**RESULTS CAUCUS** CHAIRMAN

August 2, 2001



### Congress of the United States **House of Representatives**

FAX: 214,349,0738 100 E. CORSICANA STREET SUITE 208 ATHENS, TEXAS 75751-2502 TELEPHONE: 903.675.8288 FAX: 903.675.8351 e-mail: petes@mail.house.gov

Dear Mr. Secretary:

Secretary of Energy Department of Energy

The Honorable Spencer Abraham

1000 Independence Avenue SW Washington, D.C. 20585-0002

I am writing to recommend for the position of Public Affairs spokesperson at the Department of Energy for non-critical issues. With a background that includes work in public relations, management, and television and film production, she is very well-qualified for this position.

> currently serves as ' for

Ultimate Living International, Inc., in Dallas. She has also been a volunteer for the Office of Presidential Advance for the White House Travel Office and the Press Advance Office for President Bush.

experience and dedication would make her a valuable addition to your Public Affairs team, and T wholeheartedly support her candidacy. Please contact me anytime if I can be of further assistance.

(b)(b)

(b)(b)

(PXP)

Sincerely,

**Pete Sessions** Member of Congress

PS/wm

MR. Secretary:
Wonderful

PRINTED ON RECYCLED PAPER

### Congress of the United States

Washington, DC 20515

March 20, 2003

The Honorable Spencer Abraham Secretary U.S. Department of Energy 1000 Independence Ave., SW Washington, DC 20585

Dear Mr. Secretary:

On February 11<sup>th</sup>, after months of effort, the Department of Energy asked for comment on two alternative approaches to new Energy Star window criteria. The announcement asks for comment on both a three-zone approach proposed in the department's earlier announcement of May 8<sup>th</sup>, 2002, and a new four-zone approach favored by a small faction of window manufacturers and window component suppliers. We appreciate the opportunity to comment on this important energy conservation and environmental matter.

We believe the evidence is compelling that the three-zone approach, which is identified in the February 11<sup>th</sup> announcement as the Department's preferred option, is the correct approach and should be implemented as soon as possible. The three-zone approach has the support of the overwhelming majority in the glass and window manufacturing and retail industry. It clearly produces the maximum total benefit by providing the greatest peak load reduction of energy, in addition to significant national and regional consumer energy savings. Peak demand is a vital consideration. Reductions in peak load reduce the need to operate the most inefficient and costly power plants, and mitigate the impact of peak summer loads on electric reliability. The Department estimates that the three-zone model, when compared to the four -zone model, reduces peak load by an amount that would eliminate the need for one 115 MW power plant every year for the next 40 years. Finally, the three-zone approach is far easier for commercial suppliers to apply, and for Federal officials to administer.

We appreciate that the Department has made every effort to identify an option that all manufacturers and suppliers can embrace. While that has proven impossible in this case, it is reassuring that many producers of quality windows will be able to meet the proposed higher Energy Star standards, thus guaranteeing active competition in the marketplace.

An effective Energy Star program must make the tough choices that will encourage the use of energyefficient products that provide the greatest benefit to our overall energy supply system by reducing 
both energy consumption and peak load. Accordingly, we urge that you move shead to adopt the 
three-zone approach as quickly as possible.

PRINTED ON RECYCLED PAPER

Steve King	John Stran
Steve King	· · · · · · · · · · · · · · · · · · ·
·	

# Energy Star Letter to Secretary Abraham In order of signature

Rep. Sherwood Boehlert
Rep. Rick Boucher
Rep. Mark Souder
Rep. Brad Carson
Rep. Joseph Knollenberg
Rep. Tammy Baldwin
Rep. John Boozman
Rep. Roger Wicker
Rep. Mac Collins
Rep. Phil Gingrey
Rep. Pete Sessions
Rep. Richard Neal
Rep. Philip English
Rep. Steve King

Rep. Joe Barton
Rep. Michael Oxley
Rep. Devin Nunes
Rep. Jim Ramstad
Rep. Sander Levin
Rep. Shelley Moore Capito
Rep. Vernon Ehlers
Rep. Mary Bono
Rep. John Dingell
Rep. Jim Nussle
Rep. Ron Kind
Rep. John Spratt

Rep. Brian Baird



# The Secretary of Energy Washington, DC 20585

March 24, 2003

The Honorable Pete Sessions U.S. House of Representatives Washington, DC 20515

Dear Representative Sessions:

Thank you for your March 20, 2003, letter concerning the Department of Energy's ENERGY STAR <sup>®</sup> Windows program.

As you know, on February 11, 2003, the Department provided for public comment two alternative criteria for revising the ENERGY STAR Windows program. We seek public input to assist in determining which alternative most benefits the Nation. Comments are due to the Department by March 28, 2003.

I have forwarded your letter detailing your concerns for review by the Department's Office of Energy Efficiency and Renewable Energy, which is the office responsible for the selection of ENERGY STAR criteria. Once we reconcile the comments received, we will publish the final qualifying criteria in April 2003, for program implementation in August 2003. Detailed information may be found at http://www.energystar.gov/index.cfm?c=prod\_development.windows\_spec.

We appreciate your interest in the new ENERGY STAR Windows program. If you have further questions, please contact me or Ms. Shannon Henderson, Acting Assistant Secretary for Congressional and Intergovernmental Affairs, at (202) 586-5450.

Sincerely,

Spencer Abraham

### Congress of the United States Washington, DC 20515

April 25, 2003

VIA FACSIMILE and US MAIL
The Honorable David K. Garman
U.S. Department of Energy
Office of the Assistant Secretary
Energy Efficiency and Renewable Energy
Mail Stop EE-1
Washington, D.C. 20585-0001

Dear Assistant Secretary Garman:

We want to thank you and members of your staff for taking the time to meet with Congressman Johnson, our constituents, and us on April 11 to discuss the upcoming revisions to the ENERGY STAR standards for windows. We know how busy you are, so taking time from your schedule to discuss this important matter is appreciated. We also thought it was appropriate that the votes leading to final approval of a very good Energy Bill took place during this meeting.

We were pleased to hear that you agree with the position of the aluminum extruders and window manufacturers in our Districts that a performance-based approach for windows and window products is a desirable approach. We understand your concerns about the need to move forward. We also hope you understand the urgency felt by the 3,500 employees of the aluminum extruders and window manufacturers in our Districts and about their ability to compete after you issue the revised design criteria for windows. Based on DOE's own data, 30 percent of existing window sales are ENERGY STAR products, and DOE says it expects that level to reach 50 percent soon. What this means to these companies is that 30 percent of their potential market may disappear immediately and 50 percent will do so soon. We understand that many State and local governments have programs that provide subsidies for the purchase of ENERGY STAR windows, but not other energy-efficient window systems. In addition, the Energy Bill we just completed will create even more incentives (as well as some mandates) to use these products. We am confident that, working with the Administration, we will enact an Energy Bill in this Congress, so there will be a greater market for ENERGY STAR windows in the very near future.

Given both the immediate and near-term impacts the revision to ENERGY STAR will have, we request that DOE undertake an accelerated program to develop guidance on how a window manufacturer can demonstrate equivalent performance to windows that meet DOE's revised ENERGY STAR design criteria. Based on the discussions we had, we believe this can be completed within 6 months of the date that DOE issues the revised program. We also request that you include a commitment of this sort in your final revision, so that our constituents and those in numerous other Districts that are in the aluminum extrusion and window businesses will know that they will have an opportunity to compete. We also firmly believe such a commitment, with the timely development and issuance of guidance, will help the long-term reputation for the ENERGY STAR program. Based on what we have learned about the long-term performance problems that could be encountered with other types of windows approved as ENERGY STAR in areas such as Dallas, Las Vegas, Atlanta, and hurricane prone

areas on the East Coast, it seems to us that DOE would want to preserve aluminum windows as an option for consumers interested in this program.

We look forward to hearing from you regarding your plans to address the performance-based approach. We believe both of us understand the merits of this approach, so we should not place thousands of good jobs at risk when a solution is available that meets both DOE's desires and the needs of a segment of the window industry. You can always contact either of us on this issue, or on the staff level, please contact Tucker Anderson, legal counsel in Congressman Sessions' office, at 202-226-8429.

Sincerely,

Pete Sessions (TX-32)

Member of Congress

Tim Ryan (OH

Member of congress



Washington, DC 20585

June 19, 2003

The Honorable Pete Sessions U.S. House of Representatives Washington, DC 20515

Dear Representative Sessions:

I am writing to inform you of recent steps the Department of Energy has taken to update the criteria for the ENERGY STAR<sup>®</sup> program for Windows, Doors and Skylights.

On February 11, 2003, we issued a letter requesting public comment on two alternative criteria to the ENERGY STAR program for Windows, Doors and Skylights, i.e., a three-zone and a four-zone alternative. After reviewing the comments received, the Department issued the enclosed program guidance establishing the new ENERGY STAR Windows, Doors and Skylight criteria. The Department adopted the four-zone alternative included in the February letter. We found that the four-zone alternative meets or exceeds building energy efficiency code requirements and that it will result in the greatest national energy savings, while still providing a substantial reduction in peak load savings. Additionally, the new criteria will provide consumers with the information needed to select high-performance windows.

However, I believe there is a need to further examine the program to determine if different means of establishing criteria can be developed. We will be hosting a public workshop later this year to examine alternatives that may be developed for future revisions to the ENERGY STAR Windows program.

We appreciate your interest in the ENERGY STAR Windows program. If you have further questions, please feel free to contact me or Ms. Martha Oliver, Office of Congressional and Intergovernmental Affairs, at (202) 586-2229.

Sincerely,

David K. Garman Assistant Secretary

Energy Efficiency and Renewable Energy

**Enclosure** 





# Congress of the United States Washington, DC 20515

June 18, 2003

The Honorable David K. Garman
Assistant Secretary for Energy
Efficiency and Renewable Energy
U.S. Department of Energy
Room 6A-013 (EE-1)
1000 Independence Avenue, SW
Washington, DC 20585

Dear Assistant Secretary Garman:

We are very pleased to hear that you have appointed Marc LaFrance, DOE's Research and Development Manager for fenestration products, to work on developing a performance-based standard for the ENERGY STAR windows program. Thank you for your receptivity to our concerns and those of our constituents about the current design-based standard and your prompt action to develop an alternative approach. Based on meetings with our constituents and other members of the Aluminum Extruders Council, we are confident that consumer-friendly criteria that achieve the goals of the ENERGY STAR program can be developed in a short period of time.

We understand further that, at a June 10, 2003, meeting with AEC members, Mr. LaFrance proposed a timetable and process for moving forward. According to the report we received, DOE plans to task the Lawrence Berkeley Laboratory to prepare by July 31, 2003, a white paper on a performance-based standard and make it available to industry for comment during the month of August, followed by a technical workshop in September. This sounds like a reasonable plan.

As Members of Congress with constituents affected significantly by the ENERGY STAR windows program, we would appreciate the opportunity to meet with you prior to July 15, 2003, to ensure we understand fully DOE's goals and plans for proceeding with development of a performance-based standard.

Again, thank you for your responsiveness to our concerns and those of our constituents. We believe that adoption of a flexible, performance-based approach will achieve DOE's goals for the ENERGY STAR program, retain competition in the window manufacturing industry, and preserve consumer choice in the marketplace. We look forward to working with you and your staff.

Letter to Assistant Secretary Garman Performance Based Standards June 18, 2003 Page 2

Sincerely,

Pete Sessions (TX-32)

Member of Congress

Tim Ryan (OH-17) Member of Congress

Sam Johnson (TX-03) Member of Congress JAN-10~1996 19:10

PETE SESSIONS 32ND DISTRICT, TEXAS

COMMITTEE ON RULES

SELECT COMMITTEE ON HOMELAND SECURITY

COMMITTEE ON FINANCIAL SERVICES (ON LEAVE)

RESULTS CAUCUS

July 21, 2004



# Congress of the United States House of Representatives

P. 02/02

1318 LONGWORTH HOUSE OFFICE BUILDING WASHINGTON, DC 20515-4332 TELEPHONE: 202.225.2231 FAX; 202.225.5878

DISTRICT OFFICE:

PARK CENTRAL VII
12750 MERIT DRIVE
SUITE 1434

DALLAS, TEXAS 75251
TELEPHONE: 972.392.0505
FAX: 972.392.0615

e-mail: petrs@mail.house.gov wab page: www.house.gov/sessions/

The Honorable Spencer Abraham Secretary, U.S. Department of Energy 1000 Independence Avenue SW Washington, D.C. 20585-0002

## Dear Mr. Secretary:

I am writing today concerning a constituent company of mine, CCS Holdings (CCS), whose home office is located in Irving, Texas. CCS Holdings also has an on-site office at the federal building in Richland, Washington operating under the name CCSI, L.P. CCS is a third party administrator specializing in workers' compensation claims management and administration. CCS' clients are primarily federal and state agencies, including the Army and Air Force Exchange Service (AAFES), the U.S. Marine Corps, the U.S. Navy, the General Services Administration-FSS (GSA), the Department of Commerce, and, most relevantly, the Department of Energy.

The Department of Energy workers' compensation claims management and administration contract at the Hanford Site in Richland, Washington is currently up for renewal. CCS has serviced this particular contract for over 4 years, and recently completed and submitted their renewal proposal. The services provided by CCS to the federal government over the past 4 years I believe are highly valued, and provide enormous savings through proper application of law and assertive claims management. In fact, the cumulative savings that CCS has been able to deliver to their government clients and the taxpayers over the years is estimated to exceed \$70 million. CCS Holdings is also Certified as a Woman Owned business, and is a Certified HUB entity.

Therefore, I respectfully request that the Department of Energy take into consideration my positive recommendation of CCS Holdings, and that the Department renew its Richland, Washington contract with CCS in recognition for a job well done. I believe CCS holdings, based on their record of service, deserves an opportunity to continue their work for the Department in Richland.

Pete Sessions

Sincerely,

Member of Congress

CC: Assistant Secretary Rick Dearborn



Washington, DC 20585 August 30, 2004

The Honorable Pete Sessions U.S. House of Representatives Washington, D.C. 20515

Dear Congressman Sessions:

This is in response to your July 21, 2004, letter to Mr. David K. Garman, Acting Under Secretary of Energy, regarding your request for the Department of Energy (DOE) to renew the current contract with CCSI, L.P.

In accordance with Federal Acquisition Regulation (FAR) 15.302, the DOE Richland Operations Office conducted a source selection for the recompete of the worker's compensation claims administration services contract as the current contract expires on September 30, 2004. The new contract, number DE-AC06-05RL14661, was awarded to CCSI, L.P., 300 East Royal Lane, Suite 200, Irving, TX, 75039, on August 23, 2004.

If you have any further questions, please call me at (202) 586-7709 or Mr. Rick Dearborn, Assistant Secretary for Congressional and Intergovernmental Affairs, at (202) 586-5450.

Sincerely,

Paul M. Golan

Acting Assistant Secretary for Environmental Management JAN-10-1996 19:15

PETE SESSIONS 32ND ENSTRICT, TEXAS

COMMITTEE ON RULES

SELECT COMMITTEE ON HOMELAND SECURITY

COMMITTEE ON FINANCIAL SERVICES (ON LEAVE)

RESULTS CAUCUS

July 21, 2004

# Congress of the United States House of Representatives

P.02/02

3 1318 LÓNGWORTH HOUSE OFFICE BUILDING WASHINGTON, DC 20515-4332 TELEPHONE: 202.225.2231 FAX: 202.225.5878

DISTRICT OFFICE:

PARK CENTRAL VII
12750 MENIT DRIVE
SUITE 1434
DALLAS, TEXAS 75251
TELEPHONE: 972.392.0505
FAX: 972.392.0615

e-mail: petes@mail.house.gov web pege: www.house.gov/sessions/

The Honorable David K. Garman Acting Under Secretary, U.S. Department of Energy Office of the Acting Under Secretary 1000 Independence Ave., SW Washington, D.C. 20585

Dear Mr. Secretary:

I am writing today concerning a constituent company of mine, CCS Holdings (CCS), whose home office is located in Irving, Texas. CCS Holdings also has an on-site office at the federal building in Richland, Washington operating under the name CCSI, L.P. CCS is a third party administrator specializing in workers' compensation claims management and administration. CCS' clients are primarily federal and state agencies, including the Army and Air Force Exchange Service (AAFES), the U.S. Marine Corps, the U.S. Navy, the General Services Administration-FSS (GSA), the Department of Commerce, and, most relevantly, the Department of Energy.

The Department of Energy workers' compensation claims management and administration contract at the Hanford Site in Richland, Washington is currently up for renewal. CCS has serviced this particular contract for over 4 years, and recently completed and submitted their renewal proposal. The services provided by CCS to the federal government over the past 4 years I believe are highly valued, and provide enormous savings through proper application of law and assertive claims management. In fact, the cumulative savings that CCS has been able to deliver to their government clients and the taxpayers over the years is estimated to exceed \$70 million. CCS Holdings is also Certified as a Woman Owned business, and is a Certified HUB entity.

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1.2

Sincerely

Pete Sessions
Member of Congress

CC: Assistant Secretary Rick Dearborn



Washington, DC 20585 August 30, 2004

The Honorable Pete Sessions U.S. House of Representatives Washington, D.C. 20515

Dear Congressman Sessions:

This is in response to your July 21, 2004, letter to Mr. David K. Garman, Acting Under Secretary of Energy, regarding your request for the Department of Energy (DOE) to renew the current contract with CCSI, L.P.

In accordance with Federal Acquisition Regulation (FAR) 15.302, the DOE Richland Operations Office conducted a source selection for the recompete of the worker's compensation claims administration services contract as the current contract expires on September 30, 2004. The new contract, number DE-AC06-05RL14661, was awarded to CCSI, L.P., 300 East Royal Lane, Suite 200, Irving, TX, 75039, on August 23, 2004.

If you have any further questions, please call me at (202) 586-7709 or Mr. Rick Dearborn, Assistant Secretary for Congressional and Intergovernmental Affairs, at (202) 586-5450.

Sincerely,

Paul M. Golan

Acting Assistant Secretary for Environmental Management



# Congress of the United States Washington, DC 20515

September 21, 2006

The Honorable Alexander A. Karsner
Assistant Secretary of Energy Efficiency and Renewable Energy
US Department of Energy
1000 Independence Ave. SW
Washington, D.C. 20585

BY MAIL AND FAX, 202.586.9260

Dear Assistant Secretary Karsner:

We are writing to you regarding requirements established in the Energy Policy Act of 2005 that are applied to torchieres. It is our understanding that DoE will hold a hearing on September 26, 2006 regarding torchieres and a variety of other energy issues. We would like to submit this letter to you for your full and fair consideration when DoE establishes new requirements on torchieres.

As you know, the Energy Policy Act became law in August of last year. Contained in the legislation was a new requirement mandating that manufacturers must ensure by January 1, 2006 that a torchiere can not operate at more than 190 watts. We believe that the January 1, 2006 date is a mistaken holdover from the past versions of the Energy Policy Act that failed to pass in previous sessions of Congress. This section was never updated from previous drafts of the legislation and was passed with the original date from an earlier version. This is particularly significant considering that when the legislation was passed the technology did not exist to accomplish this mandate.

Torchiere manufacturers have worked diligently since the enactment of the Energy Policy Act of 2005 to create the technology in order to meet the new requirement. Only recently was a new product discovered that would meet the requirement and we expect that it will receive Underwriters Laboratories (UL) endorsement very soon. Upon receiving UL endorsement, it will take several months in order to start mass producing the new watt-limiting device in large enough quantities to meet the demand. Therefore, we respectfully ask that DoE set an implementation date of April 30, 2007 for torchiere watt standards.

Thank you for your attention to this request. If you have any questions regarding this letter or need additional information, please feel free to contact us at your convenience.

Sincerely,

Hon. Pete Sessions

Member of Congress

Hon. Bart Gordon

Member of Congress



Washington, DC 20585

December 28, 2006

The Honorable Pete Sessions U.S. House of Representatives Washington, DC 20515

Dear Congressman Sessions:

Thank you for your September 21, 2006, letter regarding the effective date of energy conservation standards for torchieres.

You requested that the Department of Energy (DOE) revise the effective date for the torchiere standard established in the Energy Policy Act of 2005 (EPACT 2005), Pub. L. 109-58. Section 135 of EPACT 2005 (42 U.S.C. 6295(x)) amended the Energy Policy and Conservation Act (Pub. L. 94-163), requiring that:

A torchiere manufactured on or after January 1, 2006—(1) shall consume not more than 190 watts of power; and (2) shall not be capable of operating with lamps that total more than 190 watts.

DOE codified this statutory requirement as part of a final rule published in the <u>Federal Register</u> on October 18, 2005. See "Final rule; technical amendment," 70 FR 60407, October 18, 2005.

You stated in your letter that the January 1, 2006, date was a mistaken holdover from an earlier draft of the legislation and requested that DOE establish an April 30, 2007, effective date.

DOE's authority to establish energy performance standards for torchieres is derived from section 135 of EPACT 2005, which explicitly established an effective date of January 1, 2006, for the torchiere standard. DOE does not have the authority to revise the statutorily established effective date.

On July 25, 2006, DOE published a notice of proposed rulemaking in the Federal Register in which the Department proposed test procedures for torchieres and 13 other products covered by EPACT 2005 (71 FR 42178). The final rule, which was issued by the Department on November 28, 2006, includes the final test procedures and procedures for compliance with the EPACT 2005 standards. The effective date of the final rule cannot be earlier than 180 days after publication in the Federal Register. As a practical matter, the procedure for certification will not be effective before May 2007, and therefore, manufacturers will not be required to certify torchieres until that date.

Since your letter is relevant to the pending en masse test procedures rulemaking, it will be included in the official docket of comments received on this rulemaking. The public comment period closed October 10, 2006. Information about the rulemaking is posted on the DOE website at:

<a href="http://www.eere.energy.gov/buildings/appliance\_standards/commercial/commercial/commercial/equipment">http://www.eere.energy.gov/buildings/appliance\_standards/commercial/commercial/equipment test\_procedures.html</a>.

If you have any further questions, please contact me or Mr. Christopher Guith, Deputy Assistant Secretary, Office of Congressional and Intergovernmental Affairs, at (202) 586-5337.

Sincerely,

Alexander A. Karsner Assistant Secretary

Energy Efficiency and Renewable Energy

PETE SESSIONS
32ND DISTRICT. TEXAS

**COMMITTEE ON RULES** 

COMMITTEE ON FINANCIAL SERVICES (ON LEAVE)
RESULTS CAUCUS



# Congress of the United States House of Representatives



TELEI TIOTYE: 202.22 FAX: 202.225.5878

DISTRICT OFFICE:

PARK CENTRAL VII
12750 MERIT DRIVE
SUITE 1434
DALLAS, TEXAS 76261
TELEPHONE: 972.392.0505
FAX: 972.392.0618

May 13,2008

Mr. Alexander Karsner
Assistant Secretary for Energy Efficiency and Renewable Energy
Department of Energy
Forrestal Building
1000 Independence Ave, SW
Room 6A-013
Washington DC, 20585-0001

Dear Assistant Secretary Karsner,

In an honest attempt to comply with the provisions set forth by the Energy Policy Act of 2005, the lighting industry has been working diligently to create compliant technology for ceiling fans. The deadline to comply is January 1, 2009.

Manufacturers have faced many challenges m developing a new product that meets the Energy Policy Act's standards. It has been brought to my attention that despite their best efforts, the industry manufacturers may need additional time to implement workable a 190 watt power limiter for light kits and integral lighting on ceiling fans. If the manufacturers are unable to meet the January 1, 2009 deadline for ceiling fans, I respectfully request that the Department of Energy suspend enforcement of these energy efficiency regulations for 90 to 120 days. This will ensure that manufacturers have the appropriate time to implement the technology improvements.

Energy efficient technology is in our country's best interest, and I am pleased that the lighting industry has been so proactive in working to comply with these new regulations. I believe this 90 to 120 day extension is a reasonable request. I appreciate your consideration, and I look forward to hearing from you. If you have any questions, please feel free to contact me or my Legislative Assistant Evan Shoop at 202.225.2231 or email her at <a href="mailto:Evan Shoop@mail.house.gov">Evan Shoop@mail.house.gov</a>.

137

Sincerely

Member of Congress



Washington, DC 20585

July 14, 2008

The Honorable Pete Sessions U.S. House of Representatives Washington, DC 20515-4332

Dear Congressman Sessions:

Thank you for your May 13, 2008, letter concerning the January 1, 2009, statutory deadline for ceiling fan light kits with sockets other than medium screw base or pin-based that shall not be capable of operating with lamps that total more than 190 watts and must be packaged with lamps that together total 190 watts or less. (42 U.S.C. 6295(ff)(4)(C))

The U.S. Department of Energy's (DOE) Building Technologies Program staff have had several discussions with lighting stakeholders, including the American Lighting Association (ALA), concerning this requirement. DOE is aware that the industry is struggling to meet this requirement after encountering some unexpected technical difficulties with the design of a current-limiting device that prevents the ceiling fan light kits from consuming more than 190 watts and that will also pass safety review by the Underwriters Laboratories. Inc. Mr. Richard Upton, President of the ALA, has asked DOE for an extension to comply with the statutory deadline.

DOE has fully explored this issue with the Office of General Counsel to determine if the Secretary has authority to grant a temporary stay of this requirement. The General Counsel's office has determined that because this is a statutory requirement, the Secretary has no discretion to adjust the effective date. Moreover, as the authority of DOE's Office of Hearings and Appeals is pursuant to a deletion of authority from the Secretary, it does not have the authority to grant exception or special redress relief to a statutory, as opposed to a regulatory, requirement.

In short, while DOE is aware of the difficulty the lighting industry is experiencing with this requirement, DOE is without statutory authority to provide a temporary stay or other relief from a requirement established by Congress.

If you have any questions, please contact me or have your staff contact Mr. Scott Shiller, Deputy Assistant Secretary for Congressional and Intergovernmental Affairs, at (202) 586-5450.

Sincerely,

Alexander A. Karsner Assistant Secretary

**Energy Efficiency and Renewable Energy** 



Washington, DC 20585

May 11, 2009

Mr. Brennan Bilberry

Re: FOIA-2009-000323

Dear Mr. Bilberry:

This is in final response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You asked for copies of any FOIA requests relating to Congressman Chris Van Hollen of Maryland received from January 1, 2003 to present.

A search of the electronic Document Online Coordination System for all correspondence responsive to the request was conducted by this office. This system tracks all FOIA requests submitted to our office. The search, however, did not locate any responsive documents. Therefore, pursuant to Title 10, Code of Federal Regulations (CFR), Section 1004.4(d), I am unable to provide any responsive documents from our office.

Pursuant to Title 10 CFR 1004.7 (b)(2), I am responsible for the determination that no responsive records exist.

Pursuant to 10 CFR 1004.8, you may challenge the adequacy of the searches for responsive documents by submitting a written appeal to the Director, Office of Hearings and Appeals, at HG-1/L'Enfant Plaza Building, U.S. DOE, 1000 Independence Avenue, SW, Washington, DC 20585-1615. You should submit the appeal within 30 calendar days of receipt of this determination.

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. The appeal must contain the elements required by 10 CFR 1004.8, including a copy of this letter. Judicial review will thereafter be available (1) in the district where you reside; (2) in the district where you have your principal place of business; (3) in the district where the DOE records are located; or (4) in the District of Columbia.

I appreciate the opportunity to assist you. If you have any questions about the processing of the request or about this letter, please contact Ms. Vera Dunmore on (202) 586-4047.

Sincerely,

FOIA Officer

Office of Information Resources



Washington, DC 20585

MAY 28 2009

Brian W. Thompson Leonard, Street, & Dienard 150 South Fifth Street, Suite 2300 Minneapolis, MN 55402

Re: OHA Request Case No. TFO-0004

Dear Mr. Thompson

The Department of Energy (DOE) Freedom of Information and Privacy Division referred your Freedom of Information Act (FOIA) request to the Office of Hearings and Appeals (OHA) on May 11, 2009, for a response regarding items number 7 (Item 7) and 8 (Item 8) of your FOIA request. These items are:

- A copy of the January 7, 2009, electronic mail message from Brady Jones, III, Procurement Attorney, Environmental Management, to Steven L. Fine, OHA Staff Attorney, relating to the attached Decision and Order of the Department of Energy dated January 5, 2009 (Case No. TFA-0285). (Item 7)
- A copy of all documents reviewed or relied upon by the DOE to issue the attached Decision and Order of the Department of Energy dated January 5, 2009 (Case No. TFA-0285). (Item 8)

In reviewing our records, we found four documents responsive to your request. Two of these documents originated in the Environmental Management Consolidated Business Center (EMCBC). We have forwarded (1) an e-mail dated January 7, 2009, from Brady Jones, EMCBC, to Steven Fine, OHA, and (2) a letter dated June 28, 2004, from Mark A. Million, Contracting Officer, Environmental Acquisitions Branch, Procurement and Contracts Division, Oak Ridge Operations Office, DOE, to Joe B. Stringer, Acting Project Manager, Uranium Disposition Services, LLC, to EMCBC for a determination on whether they can be released. The other two documents that are responsive to your request are e-mails sent to Steven Fine dated January 14, 2009, and January 12, 2009. We are releasing these two documents to you in their entirety.

There are no fees assessed in connection with this request. I am the official responsible for this determination. Pursuant to 10 C.F.R. § 1004.8 and 10 C.F.R. § 1008.11, you may appeal this determination, including the adequacy of our search for responsive documents, by submitting a written appeal to the Director, Office of Hearings and Appeals, U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585-1615, within 30 calendar days of your receipt of this determination. Any such appeal will be

considered by a person other than those responsible for this determination. Judicial review will be available thereafter in the federal district court in the district in which your reside or have your principal place of business, or in which the records are located, or in the District of Columbia.

If you have any questions regarding the above, please contact Janet R. H. Fishman, Attorney-Examiner, at (202) 287-1579 or at <a href="mailto:janet.fishman@hq.doe.gov">janet.fishman@hq.doe.gov</a>.

Sincerely,

Fred L. Brown

Deputy Director

Office of Hearings and Appeals

**Enclosures** 

cc (w/o enclosure): Chris Morris

FOI and Privacy Division

MA-90

### Fine, Steven

From:

Smith, Isiah

Sent:

Wednesday, January 14, 2009 3:43 PM

To:

Fine, Steven

Subject:

FW: TFA-0285

Attachments:

0285 TSO.doc



0285 TSO.doc (40 KB)

Steve:

Please see GC-77's comments.

is

----Original Message----

From: Kravitz, Hirsh

Sent: Wednesday, January 14, 2009 8:21 AM

To: Smith, Isiah

Subject: RE: TFA-0285

Hi Isiah,

I concur subject to the attached changes and comment. Thanks

Hirsh

Hirsh Kravitz
Attorney-Advisor
Office of the Assistant General Counsel for General Law United States Department of Energy
1000 Independence Avenue, SW Washington, DC 20585
(202) 586-8499
(202) 586-8685
hirsh.kravitz@hq.doe.gov

----Original Message----

From: Smith, Isiah

Sent: Monday, January 12, 2009 12:05 PM

To: Kravitz, Hirsh Subject: FW: TFA-0285

Hirsh:

Please review and advise me.

Thanks,

is

Isiah Smith, Jr.
Deputy Assistant General Counsel
for Administrative Litigation and
Information Law

#### (202) 586-6724

This e-mail transmission may contain information that is proprietary, Privileged and/or confidential and is intended exclusively for the person(s) to whom it is addressed. Any use, copying, retention or disclosure by any person other than the intended recipient or the intended recipient's designees is strictly prohibited. If you have received this message in error, please notify the sender immediately by return e-mail and delete all copies.

----Original Message----

From: Fine, Steven

Sent: Monday, January 12, 2009 8:03 AM

To: Dove, Steve; Smith, Isiah

Subject: TFA-0285

Please provide any comments or feedback by COB Wednesday, January 14, 2009.

Thanks,

Steve Fine 202-287-1490

# DECISION AND ORDER OF THE DEPARTMENT OF ENERGY

#### Appeal

Petitioner:

Morsey Constructors

Filing Date:

January 5, 2009

Case Number:

TFA-0285

This Decision concerns Morsey Constructors' (Morsey) Appeal from a determination that the Department of Energy's (DOE) Environmental Management Consolidated Business Center (EM) issued to it on November 18, 2008. In that determination, EM responded to Morsey's request for information filed under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as the DOE implemented in 10 C.F.R. Part 1004. This Appeal, if granted, would require the EM to perform an additional search and either release newly discovered documents or issue a new determination justifying their withholding.

#### I. Background

On September 5, 2008, Morsey filed a FOIA request with the EM seeking three specific documents pertaining to a contract between the DOE and Uranium Disposition Services (UDS) regarding the DUF6 Conversion Project (the Project). On November 19, 2008, EM issued a Determination Letter in which it released one of the requested documents in its entirety and provided the internet address of another of the requested documents. EM indicated that it had performed a search for the third requested document, "a copy of a payment bond between the DOE and UDS regarding the Project," and that the search did not locate any responsive documents. Determination Letter at 1. On January 5, 2009, Morsey filed the present Appeal with OHA contending that EM's search for the responsive document, was inadequate.

#### II. Analysis

In responding to a FOIA request for information, the courts have established that an agency must "conduct a search reasonably calculated to uncover all relevant documents. . . ." Truitt v. Dep't

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Comment [e1]: From what ilready, the third document is the only one in contention so I changed this to the singular so as not to cause confusion

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of State, 897 F.2d 540, 542 (D.C. Cir. 1990) (citations omitted). "The standard of reasonableness which we apply to agency search procedures does not require absolute exhaustion of the files; instead, it requires a search reasonably calculated to uncover the sought materials." Miller v. Dep't of State, 779 F.2d 1378, 1384-85 (8th Cir. 1985); accord Truitt, 897 F.2d at 542. We have not hesitated to remand a case where the search conducted was in fact inadequate. See, e.g., Butler, Vines and Babb, P.L.L.C., (Case No. VFA-0098) (1995) (remanding where there was "a reasonable possibility" that responsive documents existed at an unsearched location).

In support of its assertion that EM's search for responsive documents was inadequate Morsey claims that EM should have located a payment bond for the project because UDP was obligated to post one with EM. In support of this assertion, Morsey cites the Federal Acquisition Regulations, the United States Code, and the language of the contract between DOE and UDS. Appeal at 1-2.

We contacted Brady Jones, a procurement attorney with EM, to evaluate the adequacy of EM's search. Jones stated:

I contacted the Contracting Officer, Ms. Pamela Thompson, and she advised that there is no payment bond in the contract file because the Contracting Officer, Mr. Mark A. Million, determined on June 28, 2004, that a payment bond was not necessary. Attached is a copy of the June 28, 2004 letter. Prior to this letter, UDS proposed and the Contracting Officer accepted an alternative financial protection to requiring UDS to post performance and payment bonds. The alternative approach included subcontractor bonding and the performance guarantees of UDS's three member companies.

January 7, 2009, Electronic Mail Message from Brady Jones III, Procurement Attorney, Environmental Management, to Steven L. Fine, OHA Staff Attorney. Based upon our communications with Mr. Jones and our own examination of the June 28, 2004, letter, we find that EM conducted a reasonable search for responsive documents and has provided a compelling explanation of why that search did not locate any responsive documents. Accordingly, we conclude that the EM's search for responsive documents was reasonably calculated to uncover the information described in Morsey's request, and was therefore adequate. Therefore, we will deny Morsey's Appeal.

It Is Therefore Ordered That:

- (1) The Appeal filed by Morsey Constructors on January 5, 2009, OHA Case No. TFA-0285, is denied.
- (2) This is a final order of the Department of Energy from which any aggrieved party may seek judicial review pursuant to 5 U.S.C. § 552(a)(4)(B). Judicial review may be sought in the district

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Decisions issued by the Office of Hearings and Appeals (OHA) are available on the OHA website located at <a href="http://www.oha.doe.gov">http://www.oha.doe.gov</a>. The text of a cited decision may be accessed by entering the case number of the decision in the search engine located at <a href="http://www.oha.doe.gov/search.htm">http://www.oha.doe.gov/search.htm</a>.

in which the requester resides or has a principal place of business, or in which the agency records are situated, or in the District of Columbia.

Poli A. Marmolejos Director Office of Hearings and Appeals

Date:

# Fine, Steven

From:

Dove, Steve

Sent:

Monday, January 12, 2009 5:27 PM

To:

Fine, Steven

Subject:

FW: TFA-0285

Attachments: 0285.TSO.doc

My only comment is that on page 2 of the draft decision, line 2 in the first complete paragraph seems to contain a typo: it contains the word "UDP" instead of "UDS," which is the abbreviation for Uranium Disposition Services that is used throughout the remainder of the draft decision.

Steve Dove

From: Fine, Steven

Sent: Monday, January 12, 2009 8:03 AM

To: Dove, Steve; Smith, Isiah

Subject: TFA-0285

Please provide any comments or feedback by COB Wednesday, January 14, 2009.

Thanks,

Steve Fine 202-287-1490

### Jeter, Sheila

From:

Thomson, Brian [brian.thomson@leonard.com]

Sent:

Friday, August 14, 2009 3:27 PM

To:

Jeter, Sheila

Cc: Subject: Jason Siener; Torgerson, Robert FOIA Request 2009-000325

Ms. Jeter,

This e-mail follows our phone conversation a few minutes ago regarding the above request to the DOE under the Freedom of Information Act. As we discussed, please be advised that we are withdrawing the request and there is no need for the DOE to further respond. My understanding is that you will communicate the withdrawal of this request to the Environmental Management Consolidated Business Center (CC 09-023) and the Office of Hearings and Appeals (TFO-0004), which were the departments assigned to respond to the request.

Please feel free to contact me if you need any additional information. Thanks.

Regards,

Brian W. Thomson Leonard, Street and Deinard

Professional Association 150 South Fifth Street, Suite 2300 Minneapolis, MN 55402 Telephone: (612) 335-7090

Telephone: (612) 335-7090 Facsimile: (612) 335-1657

mailto:brian.thomson@leonard.com

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Washington, DC 20585

May 8, 2008

Ms. Rose Santos FOIA Group Inc. P.O. Box 368 Depew, NY 14043

Re: FOIA-2009-000326

Dear Ms. Santos:

This is in further response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You asked for a copy of contract number DEAC2606NT42398 including the statement of work, labor rates, Source Selection Summary memorandum and BCM, award fee letters and the original RFP selections.

Any documents responsive to the request that may exist are under the jurisdiction of the National Energy Technology Laboratory (NETL) of the Department. For this reason, I have transferred your request to that office to conduct a search of its files for responsive records Upon completion of the search, that office will provide a response to you.

In your letter, you agreed to pay up to \$55.00 fees associated with the processing of your request. With respect to fees, both the NETL will notify you of any fees incurred to process the request.

If you have any questions about the processing of your request by NETL, you may contact Ms. Ann Dunlap, FOIA Officer, DOE National Energy Technology Lab, P.O. Box 10940 M/S 922/M210, Pittsburgh, PA 15236-0940. You may also call her on (412) 386-6167.

You will not receive any further correspondence from the DOE Headquarters about this matter. If you have any questions about this correspondence, you may contact Ms. Brenda Washington of my staff on (202) 586-6039.

I appreciate the opportunity to assist you with this matter.

Sincerely.

Alexander C. Morris

FOIA Officer

Office of Information Resources



Washington, DC 20585

May 8, 2009

MEMORANDUM TO: ANN DUNLAP

**FOIA OFFICER** 

NATIONAL ENERGY TECHNOLOGY CENTER

FROM:

ALEXANDER C. MORRIS

**FOIA OFFICER** 

OFFICE OF INFORMATION RESOURCES

SUBJECT:

FOIA REQUEST OF ROSE SANTOS (FOIA-2009-000326)

The attached request submitted by Ms. Rose Santos is transferred to your office for action. Ms. Santos submitted the request under the Freedom of Information Act. Please conduct a search for responsive documents and inform her of the results of the search.

For your information, I also have attached a copy of our correspondence to Ms. Santos. If you have any questions about this transmittal, please contact Ms. Brenda Washington of my staff on (202) 586-6039.

Attachments



Washington, DC 20585

JUL 0 7 2009

#### **CERTIFIED MAIL**

**INPUT** 

Attn: Monica Jones 11720 Plaza America Drive, 12<sup>th</sup> Floor

Reston, VA 20190

Dear Ms. Jones:

This letter is in response to your request, INPUT FOIA ID 17830, for information that you sent to the Department of Energy (DOE), under DOE FOIA Number 2009-000327, made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. 552. You requested clearly releasable portions of the documents regarding contract DE-AC01-07IM00170 awarded IT Management Support Services requirement. Specifically, you requested copies of the following information/documents:

• Awarded contract. All related attachments and modifications (to include Sections B and C).

We have completed our search and review of Contract DE- AC01-07IM00170, with 1 Source Consulting, Inc. The information you requested is being provided to you with certain information withheld pursuant to Exemption 4 of the FOIA, 5 U.S.C. 552(b)(4).

Exemption 4 protects "trade secrets and commercial or financial information obtained from a person and is privileged or confidential." Information that is required to be submitted by a person is "confidential" for purposes of Exemption 4 if disclosure is likely to either: (1) impair the Government's ability to obtain necessary information in the future or (2) cause substantial harm to the competitive position of the person from whom the information was obtained. Portions deleted from the documents enclosed contain "commercial" or "financial" information that relates to business activities. Labor rates and other specific cost information have been deleted as they refer specifically to proprietary information relating to costs, resource allocation and expert personnel. In addition, proprietary business strategy, organization information and confidential client information has also been redacted. The release of rates of specific employees and costs of specific services would disclose the firm's organizational structure and its approach to analyzing and responding to various requirements. Disclosure of the information would also reveal the firm's capabilities, available resources and methods of allocating them. Such information would give competitors an advantage in the future by providing insight on resources available to the submitter and the method used to respond to a solicitation. The release of confidential client information would also cause substantial harm to the firm's competitive position. For these

reasons the information is being withheld.

To the extent permitted by law, the DOE pursuant to Title 10, Code of Federal Regulations (CFR), Section 1004.1, will make available records that it is authorized to withhold under the FOIA when it determines that such disclosure is in the public interest. The discretionary disclosure of the information withheld under Exemption 4 could constitute a violation of the Trade Secret Act, 18 U.S.C. 1905, unless its release is otherwise authorized by law. Since there is no DOE regulation or statutory authority currently in effect that constitutes an "authorization by law" for the release of the information falling within Section 1905, discretionary release of the material exempt under Exemption 4 is prohibited.

The exemption also protects the interest of both the government and submitters of information. Its existence encourages submitters to voluntarily furnish useful commercial or financial information to the government and it correspondingly provides the government with an assurance that such information will be reliable.

Pursuant to 10 CFR 1004.7 (b)(2), I am responsible for the determination to withhold the information under Exemptions 4.

Pursuant to 10 CFR 1004.8, you may challenge the determination to withhold information from the responsive documents by submitting a written appeal to the Director, Office of Hearings and Appeals, L'Enfant Plaza Building, U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615.

The written appeal, including the envelope, must clearly indicate that a Freedom of Information Act appeal is being made. The appeal also must contain all the elements required by 10 CFR 1004.8. Judicial review will thereafter be available to you may challenge the determination to withhold information from the responsive documents by submitting a written appeal to the Director, Office of Hearings and Appeals, L'Enfant Plaza Building, U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615.

The costs incurred to process the request were \$87.84. The Department will be requesting payment for this charge under a separate letter.

Sincerely,

Phyllis Morgan, Procurement Analyst

Office of Headquarters Procurement Services

Corporate Services Office

Enclosure

# Withheld Information

FOIA 2009-000327 Contract Number DE-AC01-07IM00170 1 Source Consultants, Inc. Requester FOIA ID 17830

### **Modification 015**

Page 1
Block 14, Line Item Ceiling Value

Page 2
Line Item Values

### **Modification 014**

Page 1

Block 14, Line Item Ceiling Value

### **Modification 013**

Page 1

Labor Rates Line Item Labor Costs ODC

### **Modification 012**

Page 2

Line Item Values

Page 3

**Labor Rates** 

## **Modification 011**

Page 2

Labor Rates

#### **Modification 010**

Page 2

Line Item Values

Page 3

Line Item Values

Page 5

Line Item Labor Costs

ODC

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Modification 009
Page 2
      Line Item Values
Page 3
      Line Item Labor Costs
      ODC
Modification 008
Page 1
      Line Item Value
Page 2
      Line Item Values
Page 3
      Line Item Values
Page 4
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Page 5
      Line Item Values
Page 6
      DPLH, Labor Rates, Line Item Value
Page 7
      DPLH, Labor Rates, Line Item Value
      Line Item Labor Costs
      ODC
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### **Modification 007**

Page 2

DPLH, Line Item Labor Costs, ODC

### **Modification 006**

Page 2

Line Item Labor Costs, ODC

## **Modification 005**

Page 1

Line Item Value

Page 2

Line Item Values

Line Item Labor Costs

ODC

Page 3

DPLH, Labor Rates

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Page 10
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Not to Exceed Daily Rate of Consultant Not to Exceed Consultant total contract value

Page 11

Not to Exceed DPLH

### **Modification 004**

Page 1

Line Item Value

Page 2

Line Item Labor Costs, ODC

#### **Modification 003**

Page 1

Line Item Value

Page 2

**Labor Rates** 

Consultant Rate

Line Item Labor Costs, ODC

### **Modification 002**

Page 1

Line Item Value

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Line Item Labor Costs, ODC

### **Modification 001**

Page 1

Line Item Value

### **Award Contract A000**

Page Numbered 2

**DPLH** 

Page Numbered 3

Total Ceiling Labor DPLH

G&A Expense/Profit Rate

Page Numbered 4

Off-Site Labor Rates

Line Item Ceiling Value

Line Item Labor Costs

**ODC** 

NTE Line Item Ceiling Costs

Page Numbered 6 DPLH

Option 2 Line Item Ceiling Price
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NAME OF OFFEROR OR CONTRACTOR

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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO	ADINUKIIT UP:	
D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor Elis not. I is required to sign this document.	arid return 0 copies t	o the issuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings,	including solicitation/contract subject matte	r where feasible.)
1. The Department of Energy Organizational co		
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will change from IM-12 to IM-13.		
D.O. Ontine to		
2. In accordance with Clause B.8, Option to	ri od	
Extend the Term of the Contract, Option Per	100	
Two is hereby exercised in the amount of		
\$714,916.72.		
		•
3. The Ceiling Value is hereby increased by		,
3. The Ceiling Value is hereby increased by strong from \$		
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\$ Continued  Except as provided herein, all terms and conditions of the document referenced in item 9A or 15A NAME AND TITLE OF SIGNER (Type or print)	Albert A. Manley  168. United States of AMERICA	ACTING OFFICER (Type or print)  16C. DATE SIGNED
Section of the from Section Continued  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 15A NAME AND TITLE OF SIGNER (Type or print)  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNER	Albert A. Manley 168 United States of America Signature on File	16C. DATE SIGNED 04/13/2009
\$ Continued  Except as provided herein, all terms and conditions of the document referenced in item 9A or 15A NAME AND TITLE OF SIGNER (Type or print)	Albert A. Manley  168. United States of AMERICA	16C. DATE SIGNED 04/13/2009

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FOR	OFFT	CIAL	USE	ONLY

**CONTINUATION SHEET** 

REFERENCE NO. OF DOWNENT BEING CONTINUED

DE-AC01-07IM00170/014

PAGE 2

2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTI	YUNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	( <b>F</b> )
	4.Period of Performance: The period of performance is extended to April 30, 2010. The new period of performance is from May 1, 2008 through April 30, 2010.				
	All other terms and conditions remain unchanged and in full force and effect. Subj to Retent: NO Period of Performance: 05/01/2008 to 04/30/2010				
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	RACT 1. CONTRACT ID CODE PAGE OF PAGES 1 1
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04/01/2009	
SUED BY CODE 00112	7. ADMINISTERED BY (If other than Item 6) CODE 00112
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DEPARTMENT OF ENERGY	US DEPARTMENT OF ENERGY
FICE OF HEADQUARTERS PROCUREMENT	OFFICE OF HEADQUARTERS PROCUREMENT
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00 INDEPENDENCE AVE SW	1000 INDEPENDENCE AVE SW
SHINGTON DC 20585	WASHINGTON DC 20585
AME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP C	(X) SA. AMENDMENT OF SOCIOTATION NO.
OURCE CONSULTING INC	
N MATT COLLINS	9B. DATED (SEE ITEM 11)
50 H ST NW	
TE 575	10A. MODIFICATION OF CONTRACT/ORDER NO.
JHAM MD 207066201	X DE-AC01-071M00170
•	10B. DATED (SEE ITEM 11)
DE 127896384 FACILITY CODE	05/01/2007
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Except as provided herein, all terms and conditions of the documents.  15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER	(Type or print)
		Albert A. Manley	<u> </u>
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	168. UNITED STATES OF AMERICA	16C. DATE SIGNED
	<u>l</u>	Signature on File	04/02/2009
(Signature of person authorized to algri)		(Signature of Contracting Officer)	
NON TRACTOR ASS SOTTO		STA	NDARD FORM 30 (REV. 10-83)

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

- 1. Summary. The purpose of this Modification is to:
  - 1. Add new labor rates under Option year 2 and Option year 3
  - 2. Add Position Description (Attachment A).

Accordingly,

Clause B.4, "Direct Labor Rates" is revised to include the following:

Description-Labor	Option Year 2	Option Year 3
Sr. Principal Consultant		

The rates indicated for each year of the contract shall apply to all DPLH provided that respective year of the contract.

3. Redirect Section from Labor task 07-IM2-001 to the ODC Pool.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfinded NTE Ceiling:

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Camplative Obligations		essential and a second
Mile	Mod Tatal	Total Collections
AUD	\$ 75,000,00	\$ 750000
AUU	\$ 276,518.92	<b>35 37 3 3</b>
AUZ	\$ 103,500.00	\$ 4550 6.72
AUT	\$ 250,000.00	\$ 70 00 000
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Auto	\$ 500,000.00	\$ 1,20301.32
ACRE	\$ 250,000.00	\$ 1,455,016.92
A010	\$ 60,000.00	\$ 1,515,018.92
M011	<b>S</b> -	\$ 1,515,018.92

### DE-AC01-07IM000170 Mod 013

M012	\$	<b>-</b>	\$ 1,515,018,92
M013	\$		\$ 1,515,018.92

Task Allocation of Obligated Funds:

Task	Prior Obligation	Current Revision	Revised Total
07-13/11-001	\$ 829.718.92	\$ -	\$ 829,718.92
0724702001	s e	\$	\$
03-71783-00 J	\$ 10,000,00		\$ 10,000.00
08-H C 40-001	\$ 50,000.00		\$ 50,000.00
07-1M01-A	\$ 33,500.00		\$ 33,500.00
08-IM11-001	\$ 300,000.00		\$ 300,000.00
ODC	\$ 53,800.00	\$	\$
Total:	\$	\$ -	\$

All other terms and conditions of contract DE-AC01-07IM00170 remain unchanged and in full force and effect.

### **Position Description**

### (ii) The proposed labor category.

Labor Category Description: Senior Principal Consultant

Education and Experience Requirements:

Experience of fifteen (15) years or more and a Bachelor's degree or higher, preferably in a business related field or Public Administration. Experience required in organizational behavior and organizational development providing consulting to senior managers or executives on company-wide strategy implementation; designing, conducting, and leading organizational workshops and seminars; performing benchmark studies; creating unique procedures and methods to support implementation of an approved strategy or business change or improvement; conducting training sessions; providing mediation and facilitation services and executive coaching.

Functional Responsibility:

a. Provide consulting to agency directors and senior level managers on implementation of agency wide strategy development, implementation and process improvement initiatives. Possess extensive experience in group collaboration and one-on-one executive coaching to organization leaders.

b. Design, organize, lead and conduct executive level workshops, seminars, training

sessions and facilitation.

c. Tailor strategy development, implementation and quality improvement courses and workshops for an agency to meet its specific or unique needs.

d. Design, organize, lead and conduct pilot programs for an organization or agency.

e. Create original and innovative models and techniques to facilitate strategy development, implementation and process improvement efforts.

f. Manage an agency's strategy development, implementation, organizational change, process improvement, personnel development, organizational development and training efforts.

g. Give lectures, speeches or write original articles or documents relating to strategy development and implementation

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DE-AC01-07IM00170 Mod 012 Page 2

The purpose of this administrative Modification is to revise the labor category table in Modification 011 to include the subcontractor "Acquisition Solutions" in the labor category table. The new labor category table will look as follows:

Contractor	Description-Labor Category	Base Year	Option Year	Option Year 2
Acquisition Solutions	Executive	N/A	And the second second	N/A
Acquisition Solutions	Sr. Consultant	N/A	\$	N/A

The rates indicated for each year of the contract shall apply to all DPLH provided that respective year of the contract.

All other terms and conditions of contract DE-AC01-07IM00170 remain unchanged and in full force and effect.

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MENDMENT OF SOLICITATION/MODIFIC	ATIO F CON		1. CONTRACT ID CODE		GE OF PAGES  1 1
MENDMENT/MODIFICATION NO.	3. EFFECTIVE DA		REQUISITION/PURCHASE REQ. NO.	5. PROJE	ECT NO. (If applicable)
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22,03001	11. THIS ITEM	ONLY APPLIES TO AM	ENDMENTS OF SOLICITATIONS	•	
The above numbered solicitation is amended as set offers must acknowledge receipt of this amendment	forth in New 14. Th	e hour and date specific			] is not extended.
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Except as provided herein, all terms and conditions	of the document ref	lerenced in Item 9A or 1	OA, as herelofore changed, remains unchanged	and in full force	a and effect.
15A NAME AND TITLE OF SIGNER (Type or print)	)		16A. NAME AND TITLE OF CONTRACTO	NG OFFICER (	Type or print)
			Albert A. Manley		
		15C, DATE SIGNED	16B, UNITED STATES OF AMERICA		16C. DATE SIGNED
15B. CONTRACTOR/OFFEROR		100. DATE STONED	1		
		1.		lcari	_   11/18/2008
(Signature of person authorized to sign)		<del></del>	(agrants a contactly on		DARD FORM 30 (REV. 10-83)
(Signature of person authorized to algri) NSN 7540-01-152-8070 Previous edition unusable		<u> </u>	Signature on File (Signature of Contracting Off	STANE Prescri	

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The purpose of this Modification is to add new labor rates under Option year 1 of contract DE-AC01-07IM00170.

Accordingly,

1. Clause B.4, "Direct Labor Rates" is revised to include the following:

Description-Labor Category	Base Year	Option year 1	Option year 2
Executive	N/A	\$	N/A
Sr. Consultant	N/A	\$	N/A

The rates indicated for each year of the contract shall apply to all DPLH provided that respective year of the contract.

2. All other terms and conditions of contract DE-AC01-07IM00170 remain unchanged and in full force and effect.

RENDERENT MODE TO THE	ECTIVE DATE B/2008 2	1. CONTRACT ID CODE  4. REQUISITION/PURCHASE REQ. NO. See Schedule 7. ADMINISTERED BY (If other than Item 6) OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PI MA-64 1000 INDEPENDENCE AVE SW	PAGE OF PAGES  1 4  5. PROJECT NO. (# applicable)  CODE 00112
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		10B, DATED (SEE ITEM 11)	
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		OT THE ADMINISTRATIVE CHANGES (such as cha UTHORITY OF FAR 43, 103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS EX			
X Contract Clauses H.5*Mo	dification Author	ority" and H.10 "Ordering	Procedures"
D. OTHER (Specify type of modification and au	ithority)		
	* · · · · · · · · · · · · · · · · · · ·		
IMPORTANT: Contractor 🗵 is not, 🗌 is	required to sign this document	and return 0 copies to the le	·
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PAGE REFERENCE NO. OF DO MENT BEING CONTINUED CONTINUATION SHEET DE-AC01-07IM00170/010

SOURCE	CONSULTING INC	QUANTITY	UNIT	UNIT PRICE	AMOUNT
EM NO.	SUPPLIES/SERVICES	(C)	(D)	(E)	(F)
(A)	(B)	<u> </u>			
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	1000 INDEPENDENCE AVE SW	ł	1		
	WASHINGTON DC 20585	1			
	FOB: Destination	<b>.</b>	1	<b>]</b> .	·
	Period of Performance: 05/01/2007 to 04/30/2009		1		
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	Change Item 00001 to read as 1011000 (and	1			
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	INFORMATION OFFICER WITH IT MANAGEMENT SERVICES.	1			•
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	25200 Program: 1713243 Project: 0000000 WFO:	1	1	1 .	
	0000000 Local Use: 0000000	1	1	į	
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CONTINUATION SHEET	DE-AC01-07IM001	70/010	 <u>. ·</u>

OF OFFEROR OR CONTRACTOR

. Source	CONSULTING INC	<u> </u>	1		AMOUNT		
MEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT (F)		
(A)	(B)	(C)	(D)	(E)	(1)		
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	1				OPTIONAL FORM 336 (4-85)		

PAGE 3

FOR OFFICIAL USE ONLY PAGE OF MENT BEING CONTINUED REFERENCE NO. OF D **CONTINUATION SHEET** DE-AC01-07IM00170/010 NAME OF OFFEROR OR CONTRACTOR 1 SOURCE CONSULTING INC. AMOUNT UNIT PRICE QUANTITY UNIT SUPPLIES/SERVICES ПЕМ НО. (F) (E) (C) (D) (B) (A) 0000000 Funded: \$0.00

NEN 7540-01-152-8067

OPTIONAL FORM 336 (4-85) Speniosed by GSA FAR (48 CFT) 53.110

- 1. Summary. The purpose of this Modification is to add Task 08-HC20-001 to be performed in accordance with Attachment A and Task 08-NNSA-001 to be performed in accordance with Attachment B. Additionally, this modification increases obligations by \$60,000.00 from \$1,455,018.92 to \$1,515,018.92.
- 2. Period of Performance. The cumulative Delivery Order Period of Performance is August 7, 2008, through April 30, 2009.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

Base Year:

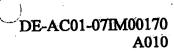
Dase Tour.	Total NTE Ceiling	Total Funding	Unfunded NTE Ceiling
Labor		The second secon	
ODC			
Total:		\$1,515,018.92	

(a) Cumulative Obligations:

∕[od.	Mod Total	Total Chiligations
	\$ 75,000.00	\$ 75,000.00
4000 4001	\$ 276,518.92	\$ 351,518.92
	\$ 103,500.00	\$ 455,018.92
	\$ 250,000.00	\$ 705,018.92
	<b>.</b>	\$ 705,013.92
VOV4	\$ -	\$ 705,018.92
VIII.	<b>S</b> -	\$ 705,018.92
Your	3 -	\$ 705,018.92
<u> 4007</u>	\$ 500,000.00	\$ 1,205,018.92
A0008	\$ 250,000.00	\$ 1,455,018.92
A009 A010	\$ 60,000.00	\$ 1,515,018.92

(b) Task Allocation of Obligated Funds:

(b) Task Allocation of Obl Task Prior Obligat		or Obligation	Curre	nt Revision	Revised Total			
	\$	829,718.92	\$	_	\$	829,718.92		
07-1M10-001 07-1M2-001	<u> </u>	238,000.00	\$	-	\$	238,000.00		
08-NNSA- 001	s	-	\$	10,000.00	\$	10,000.00		
08-HC20-001	\$	-	\$	50,000.00	\$	50,000.00		
0.00	•	33,500.00	5	-	\$	33,500.00		
07-IM01-A	-	300,000.00	S		\$	300,000.00		
08-IM11-001	\$	53,800.00	\$		\$	53,800.00		
ODC Total:	3	1,455,018.92	2	60,000.00	\$	1,515,018.92		



3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect. This modification is considered to be in the best interest of the Government, to enable cost-effective performance of tasks under the subject contract. Therefore immediate issuance of the subject modification is recommended for approval.

ENDMENT OF SOLICITATION/MO	DIFICATION OF CO	NTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
			TECHNOTION TO MAKE DEC. NO.	1 2 5. PROJECT NO. (If applicable)
MENDMENT/MODIFICATION NO.	3. EFFECTIVE D		REQUISITION/PURCHASE REQ. NO.	or Lunaria ince in mineral
9	08/19/20	D8 1°'	ADMINISTED BY Wether then from 61	CODE LOCATA
SUED BY	CODE 00112		. ADMINISTERED BY (If other than Item 6)	00112
FICE OF HQ PS HQ			FFICE OF HQ PS HQ	•
DEPARTMENT OF ENERGY		U	S DEPARTMENT OF ENERGY	
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-64			IA-64	,
00 INDEPENDENCE AVE SV	1		L000 INDEPENDENCE AVE SW MASHINGTON DC 20585	
SHINGTON DC 20585			TO AMENDMENT OF BOLICITATION NO	
LAME AND ADDRESS OF CONTRACTOR (	No., alrest, county, State and A	ZIP Code) (x	0	
SOURCE CONSULTING INC		<u> </u>	<u> </u>	
IN MATT COLLINS			98. DATED (SEE ITEM 11)	
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ITE 575		-	10A. MODIFICATION OF CONTRACT/ORD	ER NO.
NHAM MD 207066201		x	DE-AC01-07IM00170	•
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		1	10B. DATED (SEE ITEM 11)	
DDE 127896384	FACILITY COD	Œ	05/01/2007	
127896384	44 TURE ITE	M ONEY APPLIES TO AM	ENDMENTS OF SOLICITATIONS	
virtue of this amendment you desire to chain to the solicitation and this amendment, and	ge an offer already submi is received prior to the ope	ining hour and date specif		
ACCOUNTING AND APPROPRIATION D	ATA (If required)		Increase:	\$250,000.00
		1000 1000 1000	THE CONTRACTORDER NO. A.	P DESCRIPTION ITEM 14
			IT MODIFIES THE CONTRACT/ORDER NO. A CHANGES SET FORTH IN ITEM 14 ARE MAI	The second secon
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FOR OFFICIAL USE ONLY PAGE ENT BEING CONTINUED REFERENCE NO. OF D 2 CONTINUATION SHEET DE-AC01-07IM00170/009 NAME OF OFFEROR OR CONTRACTOR 1 SOURCE CONSULTING INC AMOUNT UNIT PRICE CUANTITYUNIO SUPPLIES/SERVICES ITEM NO. (F) (D) (E) (C) (B) (A) Change Item 00001 to read as follows (amount shown is the total amount): THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE 00001 DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is:\$ Incrementally Funded Amount: \$1,455,018.92 Amount: \$ Amount: 5 Amount: Amount: Amount: Amount:

- 1 Summary. The purpose of this Modification is to provide additional funds in the amount of \$250,000. Total Delivery Order obligations increase by \$250,000.00 from \$1,205,018.92 to \$1,455,018.92.
- 2. Period of Performance. The cumulative Delivery Order Period of Performance is August 7, 2008, through April 30, 2009.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

Base Year:

Total NTE Ceiling

Labor
ODC

Total:

Total Funding
Unfunded NTE Ceiling

S1,455,018-92

2. Funding.

(a) Cumulative Obligations:

Mod	Mod Total	<u>Total Obligations</u>
A000	\$ 75,000.00	\$ 75,000.00
A001	\$ 276,518.92	<b>\$</b> 351,518.92
	\$ 103,500.00	\$ 455,018.92
A002	\$ 250,000.00	\$ 705,018.92
A013	¢ 250,000.00	\$ 705,018.92
M004	•	\$ 705,018.92
M005	<b>e</b> _	\$ 705,018.92
M006	<b>.</b>	\$ 705,018.92
A007	\$ 500,000.00	\$ 1,205,018.92
A008		\$ 1,455,018.92
A009	\$ 250,000.00	φ 1, <del>7</del> 33,016.22

(b) Task Allocation of Obligated Funds:

Task	Prior Obligation	<b>Current Revision</b>	Revised Total
07-IM10-001	\$ 579,718.92	\$ 250,000.00	\$ 829,718.92
07-IM2-001	\$ 238,000.00	<b>\$</b>	\$ 238,000.00
07-IM01-A	\$ 33,500.00	<b>\$</b>	\$ 33,500.00
08-IM11-001	\$ 300,000.00	<b>S</b> -	\$ 300,000.00
ODC	\$ 53,800.00	<u> </u>	\$ 53,800.00
Total:	\$ 1,205,018.92	\$ 250,000.00	\$ 1,455,018.92

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect. This modification is considered to be in the best interest of the Government, to enable cost-effective performance of tasks under the subject contract. Therefore immediate issuance of the subject modification is recommended for approval.

15B. CONTRACTOR/OFFEROR  15C. DATE SIGNAL  Signature on File  (Signature of person sufficided to sign)  (Signature of Contracting Officer)  STANDARD FORM 30 (REV.		·	FOR OFFICI	AL USE ONLY			<u> </u>	
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	(Signature of person authorized to sign		1		(Signature of Contracting Office		DARD FO	RM 30 (REV. 10-53)
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CONTINUATION SHEET REFERENCE NO. OF D. MENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	S CONSULTING INC SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	<b>(B)</b>	(C)	(D)	(E)	(P)
	New Total Amount for this Award:				
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	New Total Obligated Amount for this Award:	1	1 1		
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	Incremental Funded Amount Charge	1 .	1 1	•	i
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	to Cheryl J Bish	1 .	1 1		·
			1 1	•	
	Safety and Health Clause changed to : NO		1 1		
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	Amount changed from \$to \$to		ŀ		, i
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	CHANGES FOR ACCOUNTING CODE: 00650-2005-60-301802-25200-1713243-0000000-00000	اه	-		1
	-0000000-000000				
	Amount changed from \$ to \$		1	ļ ·	
	Amount changes 120		ļ		i.
•	NEW DELIVERY LOCATION RECORD:		-		
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	Mark For Address:				
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	OFFICE OF HEADQUARTERS PROCUREMENT	1			
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	WASHINGTON DC 20585	ł	•		
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	CONSULTING INC	1	QUANTITY	A BET	UNIT PRICE	AMOUNT	
A NO.	SUPPLIES/SERVICES (B)	, [	(C)	(D)	(E)	(F)	
A)						<u> </u>	
	Account code:	ľ	•			•	
	Fund 01050	1	:	1			
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CONTINUATION SHEET

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DE-AC01-07IM00170/008

PAGE OF

4 5

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	CONSULTING INC SUPPLIES/SERVICES	QUANTIT		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(民)	(F)
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	1000 INDEPENDENCE AVE SW				
	WASHINGTON DC 20585	ŀ			
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	INFORMATION OFFICER WITH IT MANAGEMENT SERVICES.			<b>i</b> '	
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1 SOURCE	EROR OR CONTRACTOR CONSULTING INC				
	SUPPLIES/SERVICES	QUANTITY	1.0	UNIT PRICE	AMOUNT
ITEM NO. (A)	(B)	(C)	(D)	(E)	(F)
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NEN 7540-01-152-8057

Attachment A DE-AC01-07IM00170 Mod 008

# L. Summary. The purpose of this Modification is to:

# A. To add the current subcontractors new rates for 2008-2009

Subcontractor 1: The Flourishing Company be added to our contract. These rates are based on Flourishing Companies commercial pricing as identified in Attachment 1.

Labor Category	Hours	Bill Rate	Option Year 1
Executive Coaching		\$	\$ (
Total		•	\$

Subcontractor 2: With the exercise of the option period, 1 Source Consulting is requesting the addition of Option Year 1 rates for the contract. These rates are based on the Contract No. Section 1 Source Consulting...

	á	avari si e t	adam a grander are
Labor Colorony		Hours	E)   Option (ear
Labor Category			
Program Manager			
Manager			
Consultant			
Total			\$ 98,053.04

# B. Approve and add new subcontractor rates for 2008-2009.

rates are higher than the rates currently contained in the 1 Source Contract. For this reason, 1 Source Consulting is requesting the addition of the following rates to our contract. These rates are discounted from GSA Schedule Contract No.

<del>-</del> ^ .	PLC Title	Rate	Hours Cost
SPM SCONS JAC	Sr. Program Manager Sr. Consultant Job/Task Analyst Consultant	\$ 5	

Attachment A DE-AC01-07IM00170

Mod 008

**Senior Writer** SW **Editor** ED

Junior Editor JED



#### Provide \$300,000.00 for new Task 08-IM11-001, as shown below in Table. C.

Task Allocation of Obligated Funds:

Task	Prior Obligation	Current Revision	Revised Total		
07-IM10-001	\$ 379,718.92	\$ 200,000.00	\$ 579,718.92		
07-IM2-001	\$ 238,000.00	<b>s</b> -	\$ 238,000.00		
07-IM01-A	\$ 33,500.00	<b></b>	\$ 33,500.00		
08-IN111-001	\$ -	\$ 300,000.00	\$ 300,000.00		
ODC	\$ 53,800,00	\$	_ \$ 53,800.00		
Total:	\$ 70 <del>5</del> ,018.92	\$ 500,000.00	\$ 1,205,018.92		

#### Increase funding by \$500,000.00. Total obligations are changed from D. \$705,018.92 to \$1,205,018.92.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfinded NTE Ceiling:

Base Year:

Total Funding Unfunded NTE Ceiling Total NTE Ceiling Labor ODC \$1,205,0183

(a) Cumulative Obligations:

Mod	Mod Total	<u>Total Obligations</u>
A000	\$ 75,000.00	\$ 75,000.00
A001	\$ 276,518.92	<b>\$</b> 351,518.92
A002	\$ 103,500.00	\$ 4 <del>55</del> ,018.92
A003	\$ 250,000.00	\$ 705,018.92
MOU4	\$ -	\$ 705,018.92
M005	\$ -	\$ 705,018.92
MOU6	\$ -	\$ 705,018.92
M007	<b>s</b> -	<b>\$</b> 70 <del>5</del> ,018.92
A008	\$ 500,000.00	<b>\$ 1,205,018.92</b>

Attachment A DE-AC01-07IM00170 Mod 008

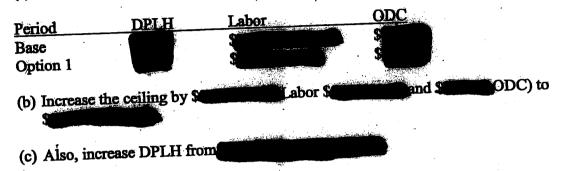
3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

			1. CONTRAC SODE	PAGE OF PAGES
THE SOLICITATION	M FICATION OF COI	NTRACT	T&M contract	1 3
MENDMENT OF SOLICITATION/ AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUIST	TION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A007	See Block 16.c.		1-08IM00170.005	
SSUED BY CODE	MA-641.1	7. ADMINIS	TERED BY (If other than Item 6)	CODE MA-641.1
	ľ		•	•
US Department of Energy			as block 6	•
Office of Headquarters Procuren	nent Services	Email	l Kevin.Dubose@nnsa.d	loe.gov
1000 Independence Ave, SW/M	A-641.1	Telep	phone#: (202)287-1556 i	Fax (202) 287-1445
Washington, D.C. 20585 Attn: I	Kevin DuBose			,
<del>-</del>		de) (x	)   BA. AMENDMENT OF SOLIC	EITATION NO.
VAME AND ADDRESS OF CONTRACTOR (N	o., street, county, State, and Zip Co	(A)		
1 Source Consulting, Inc.	N - 040 400 4040			
VI III VIIOCI mon	Ph: 240-486-1949		9B. DATED (SEE ITEM 11)	
1230 11 08 004 1111	ax: 202-642-0810	com		•
Ouito Or C	Email: alice.paxton@1-sc	.00111	10A. MODIFICATION OF CO	ONTRACT/ORDER NO.
Washington, DC 20005		×		
TIN 52-2160405 DUNS: 1278963	384		10B. DATED (SEE ITEM 13)	
			•	
DE FA	CILITY CODE		05/01/2007	Me
11. THIS IT	EM ONLY APPLIES TO	AMENDM	ENTS OF SOLICITATIC	otended. is not extended.
By completing items 8 and 15, and returning By separate letter or telegram which includes CEIVED AT THE PLACE DESIGNATED FOR FER. If by virtue of this ameridment you desir kes reference to the solicitation and this amen	THE RECEIPT OF OFFICIAL TWO	Hed such chair	nge may be made by telegram or k	RESULT IN REJECTION OF YOUR etter, provided each telegram or lett
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A. THIS CHANGE ORDER IS ISSUED  A. THIS CHANGE ORDER IS ISSUED  B. THE ABOVE NUMBERED CONTRASPORDING date, etc.) SET FORTH IS  C. THIS SUPPLEMENTAL AGREEME  X D. OTHER (Specify type of modification Clause B.8 Option to Exten)  LIMPORTANT: Contractor [X] is not description of Amendment/Modifications.  See attached page(s) for details.  All other terms and conditions.  Except as provided herein, all terms and conditions.  NOT REQUIRED	APPLIES ONLY TO MOIS THE CONTRACT/ORLY PURSUANT TO: (Specify authority) and authority) of the Term of the Contract, [] is required to sign this decation (Organized by UCF sections of the document referenced in	PLECT THE ALL UTHORITY OF TO AUTHORITY OF TO AUTHORITY OF THE ALL UTHORITY OF THE ALL	B/NC A102  INS OF CONTRACTS/OAS DESCRIBED IN ITEM  DMINISTRATIVE CHANGES (successfrom 1991)  RITY OF:  IS (Jul 1991)  return copies to the is studing solicitation/contract subject  A, as heretofore changed, remains ME AND TITLE OF CONTRACTINA. Manley	h as changes in paying office, ssuing office. matter where feasible.)
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FAR (48 CFR) 53.243

PAGE OF PAGES

- 1. Summary. The purpose of this Modification is:
- (a) Exercise Option Year 1, for the period of May 1, 2008 though April 30,2009



Total obligations remain unchanged at \$705,018.92. The period of performance is changed from May 1, 2007 through April 30, 2008 to May 1, 2007 through April 30, 2009.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

Base Y	ear:	al NTE Ceiling	To	otal Eunding	<u>Unf</u>	unded NEVE Ceiling
Labor	\$		\$		\$ \ \$	
ODC Total:	\$		\$	705,018.92	\$	

### 2. Funding.

(a) Cumulative Obligations:

Mod	Mod Total	Tota	<u>l Obligations</u>
A000	\$ 75,000.00	\$	75,000.00
A001	\$276,518.92	\$	351,518.92
A001 A002	\$103,500.00		455,018.92
A002 A003	\$250,000.00		705,018.92
	\$ -	\$	705,018.92
M004	·	\$	705,018.92
M005	\$ -	\$	705,018.92
M006	\$ -	\$	705,018.92
A007	\$ -	Φ	705,010.52

# (b) Task Allocation of Obligated Funds:

<u>Task</u>	Prior Obligation		<b>Current Revision</b>		Revised Total	
07-IM10- 001	\$	379,718.92	\$	· •	\$	379,718.92
07-IM2- 001	\$	238,000.00	\$	<b>-</b>	\$	238,000.00
07-IM01-A	\$	33,500.00	\$	-	\$	33,500.00
ODC	\$	53,800.00	\$		\$	53,800.00
Total:	\$	705,018.92	\$	-	\$	705,018.92

<sup>3.</sup> Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

			1. CONTRACT ID CODE	PAGE OF PAGES
MENDMENT OF SOLICITATIO	ODIFICATION OF CO	TRACT	Contract	1 2
AMENDMENT OF SOCIOTATION	3. EFFECTIVE DATE	4. REQUIST	TION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M006	See Block 16.c.		1-081M00170.004	
ISSUED BY CODE	MA-641.1	7. ADMINIS	TERED BY (If other than Item 6)	CODE MA-641.1
				1
US Department of Energy	:		as block 6	` .
Office of Headquarters Procuren	nent Services	Emai	Kevin.Dubose@nnsa.d	loe.gov
1000 independence Ave, SW/M/	A-641.1	Telep	phone#: (202)287-1556	Fax (202) 287-1445
Washington, D.C. 20585 Attn:	Kevin DuBose		•	
	· · · · · · · · · · · · · · · · · · ·	de) (x	9A. AMENDMENT OF SOLK	CITATION NO.
3. NAME AND ADDRESS OF CONTRACTOR (NO	o., suset, county, state, and 24 oo	~ <u>  \</u>		
1 Source Consulting, Inc.	Ph: 240-486-1949	1		
V(114') aloo i anto:	ax: 202-642-0810	· •	9B. DATED (SEE ITEM 11)	
[230]10100041111	mail: alice.paxton@1-sc	.com		
Outro C. C	Illaii. aiice.paxionig i se	—	10A. MODIFICATION OF C	ONTRACT/ORDER NO.
Washington, DC 20005 TIN 52-2160405 DUNS: 1278963	204	l x	DE-AC01-07IM0	0170
TIN 2%-5190402 DOM2: 15/8903	. ·		10B. DATED (SEE ITEM 13	
CORP	CILITY CODE		05/01/2007	
	EM ONLY APPLIES TO	AMENDM		DNS
The above numbered solicitation is amended				xtended, is not extended.
(a) By completing items 8 and 15, and returning _ (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR OFFER. If by virtue of this amendment you desire makes reference to the solicitation and this amen	reference to the solicitation and au THE RECEIPT OF OFFERS PRIOR	nenament nur R TO THE HO led, such char	UR AND DATE SPECIFIED MAY not may be made by telegram or I	each copy of the offer submitted; or NOWLEDGEMENT TO BE RESULT IN REJECTION OF YOUR etter, provided each telegram or letter
12. ACCOUNTING AND APPROPRIATION DAT	A (If required)		DAIO A400	
NOT APPLICABLE		TOTO	B/NC A102	NDDEDE
IT MODIFIES	APPLIES ONLY TO MOD S THE CONTRACT/ORD	ER NO. A	S DESCRIBED IN ITEM	M 14.
A. THIS CHANGE ORDER IS ISSUED	PURSUANT TO: (Specify authorit)	0		
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C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PURSUANT	TO AUTHOR	RITY OF:	
X D. OTHER (Specify type of modification	n and authority)	·		· · · · · · · · · · · · · · · · · · ·
Clause B.6, Funding		<u> </u>		
E: IMPORTANT: Contractor [ X ] is not 14. DESCRIPTION OF AMENDMENT/MODIFIC	, [] is required to sign this do CATION (Organized by UCF section	cument and headings, inc	return copies to the is fuding solicitation/contract subject	
				,
de marched march for details	•			
See attached page(s) for details	)• •			
All other terms and conditions	shall remain unchange	d and in f	full force and effect.	
		64 461	· an handafan shancad sameter	unchanned and in full from and afficial
Except as provided herein, all terms and condition 15A. NAME AND TITLE OF SIGNER (Type or p	ons of the document referenced in t adult)	16A. NAL	i, as heretotore changed, remains IE AND TITLE OF CONTRACTIN	G OFFICER (Type or print)
NOT REQUIRED	many	Albert A	A. Manley	, ,
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(Signature of person authorized to sign)		0.105	(Signature of Contracting Office)	DARD FORM 30 (Rev. 10-83)
NSN 7540-01-152-8070		0-105		fibed by GSA

FAR (48 CFR) 53.243

- 1. Summary. The purpose of this Modification is:
- (a) Redirect funding from Task 07-IM01A-001 Labor in the amount of \$75,000.00 to Task 07-IM2-001 Labor
- (b) Change the COR from Tonya Meadows, IM-12 to Marjorie A. Greenwood, IM-12, Phone # 301-903-7425 and Alternate COR from Marjorie A. Greenwood to Peggy Fuller, IM-12, Phone # 202-586-7087

Total obligations remain unchanged at \$705,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	Total NIE Calling	Total Funding	Unfunde	NTE Caller
Labor ODC	<b>S S S S S S S S S S</b>		\$ 	
Total:	5	\$ 705,018.92	<b>S</b> .	

2. Funding.

(a) Cumulative Obligations:

Mod	Mod Total	Total	Obligation
A000	\$ 75,000.00	S	75,000,00
A001	\$276,518.92	\$	351,518.92
A002 .	\$103,500.00	\$	455;018.92
A003	\$250,000.00	S	705,018.92
M004	s -	S	705,018.92
M005	S -	S	705,018.92
M006	s -	\$	705,018.92

# (c) Task Allocation of Obligated Funds:

<u>Task</u>	Prio	r Obligation	Сип	ent Revision	Re	vised Total
07-IM10- 001	.\$.	379,718.92	\$	<b>-</b> .	\$	379,718.92
07-IM2-001	\$	163,000.00	\$	75,000.00	\$	238,000.00
07-IM01-A	\$	108,500.00	\$	(75,000.00)	<b>\$</b> ′	33,500.00
ODC	\$	53,800.00	\$		\$	53,800.00
Total:	\$	705,018.92	\$	<b>-</b>	\$	705,018.92

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

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US Department of Energy		•			s block 6			
Office of Headquarters Procure	ment S	ervices	Em	all <u>M</u>	lary.Barnes@hq.doe.	<u>gov</u>	0 007 4	4 T E
1000 Independence Ave, SW/	MA-641.	.1	Tel	epho	one#: (202)287-1526	-ax (202	.) 267-1	440
Washington, D.C. 20585 Attn	: Mary E	Barnes .	<u> </u>	<u> </u>		STATION N	<u> </u>	•
NAME AND ADDRESS OF CONTRACTOR	No., street,	county, State, and Zip Coo	de)	凶	BA. AMENDMENT OF SOLK	AIAIUN N	U.	
1 Source Consulting, Inc.			-  -					
ATTN: Alice Paxton		) <del>-486-</del> 19 <del>49</del>		- 1	9B. DATED (SEE ITEM 11)			
1250 H Street, NW		2-642-0810	•	1	SD. DATED (OCC.)	÷		
Suite 575	Email: a	alice.paxton@1-sc.	.com		10A. MODIFICATION OF C	MTRACTE	ROER NO	<u> </u>
Washington, DC 20005			1	J	DE-AC01-07IMO			
TIN 52-2160405 DUNS: 12789	6384		l	X.				
					10B. DATED (SEE ITEM 13	,		
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п морт	ES THE	CONTRACT/QRE	<b>IER NO.</b>	AS	DESCRIBED IN ITE	<u>и 14.                                    </u>	<u> </u>	
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C. THIS SUPPLEMENTAL AGREE	ENT IS E	NTERED INTO PURSUAN	T TO AUTH	ORIT	rof.			•
X D. OTHER (Specify type of modifical Clause B.6, Funding	don and au	thority)		-				
E MINORIANT: Contractor X is:	not. [] is	required to sign this do	cument ar	d ret	um copies to the is	suing offic	8.	·
14. DESCRIPTION OF AMENDMENT/MODI	FICATION (	(Organized by UCF action	heedings, i	nclud	ng solicitation/contract subject	matter wher	e feasible.	)
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ine dupose of this modific	:1:	remains unchange	ad at 6	- ~	This mod	ification	also r	edirects
funds from 07-IM10-001 to	O7_TAR	remains michang	DC no	o]. я				
remain unchanged at \$705,0	18 92	The period of per	rforman	ce.	May 1, 2007 through	h April	30, 20	08, is
unchanged.	10.72.	The Period of Per		- <b>-</b> - <b>y</b> ·	. , .,		•	· •
		•						
All other terms and condition								
Except as provided herein, all terms and con	distance of the	e document referenced in	tem 9A er 1	0A, a	heretofore changed, remains	unchanged G OFFICES	and in full	force and effectively
	or print)		P		L. Fuller		- , - , - , - , - , - , - , - , - , - ,	F
NOT REQUIRED					acting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED			STATES OF AMERICA		16C. F	DATE SIGNED
NOT REQUIRED			1 4	ρ,	11.9 8. Il	2.5	1	
		NOT REQUIRED	BY 4	بر	Make of Contracting Office	<del>~~</del>	VON	1 6 20
(Signature of person authorized to a	gn)		30-105	- 10		IDARD FO	JRM 30 /	Rev. 10-83)
NSN 7540-01-152-8070		•			~ · · ·		·	<del></del> /

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243 1. Summary. The purpose of this Modification is to decrease the labor ceiling by from \$ 1. Summary. The purpose of this Modification is to decrease the ODC ceiling by from \$ 1. Summary. The Total NTE Ceiling remains unchanged at 1. This modification also redirects \$166,800.00 from 07-IM10-001, with \$ 1. Summary designated for 07-IM2-001 and \$ 1. Summary designated for the ODC pool, as shown below.

Total obligations remain unchanged at \$705,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	Total NIE Celling	Total Funding	Unfunded NTE Ceiling
Labor	\$	\$ 4	\$
ODC	\$ .		<u> </u>
Total:	\$	\$ 705,01892	\$

### 2. Funding.

## (a) Cumulative Obligations:

Mod	Mod To	rtal.	Tota	<u>d Obligations</u>
A000	\$ 75,0	00.00	\$	75,000.00
A001	\$276,5		\$	351,518.92
A002	\$103,5		\$	455,018.92
A003	\$250,0		\$	705,018.92
M004	<b>.</b> \$	-	\$	705,018.92
M005	\$	_	\$	705,018.92

## (b) Task Allocation of Obligated Funds:

Tark	<b>Prior Obligation</b>		· Ctu	rest Revision	Revised Total		
07-IM10- 001	\$	546,518.92	\$	(166,800.00)	\$ 379,718.92		
07-IM2-001	<b>S</b>	25,000.00	\$	138,000.00	\$ 163,000.00		
07-IM01-A	\$	108,500.00	\$	-	\$ 108,500.00		
ODC	\$	25,000.00	\$	28,800.00	\$ 53,800.00		
Total:	\$	705,018.92	\$	-	\$ 705,018.92		

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

41	LINE CHICAGO OF PA	NTDACT	1. CONTRACT ID CODE	PAGE OF PAGES
MENDMENT OF SOLICITATIO	N/M FIGATION OF COL	A REQUISIT	TON/PURCHASE Q. NO.	5. PROJECT NO. (If applicable)
. AMENDMENT/MODIFICATION NO.	See Block 16.c.		-08IM00170.001	,
MO04 COD			ERED BY (if other than Item 6)	CODE MA-641.1
LISSUED BY 4 COD	MA-041.1		,	100.041.1
		Sama	as block 6	
US Department of Energy			Mary.Barnes@hq.doe.	nov
Office of Headquarters Procure	ement Services	Telepi	none#: (202)287-1526 l	Fax (202) 287-1445
1000 Independence Ave, SW/	MA-041.1	l globi	10110m. (202)201-1020 1	ax (202) 201-14-10
Washington, D.C. 20585 Attn	·	<u> </u>		
NAME AND ADDRESS OF CONTRACTOR	(No., street, county, State, and Zip Coo	(x) (x)	9A. AMENDMENT OF SOLIC	STATION NO.
1 Source Consulting, Inc.		l	•	•
ATTN: Alice Paxton	Ph: 240-486-1949	~   .	OR DATED OFF STEWAR	
1250 H Street, NW	Fax: 202-642-0810	1	9B. DATED (SEE ITEM 11)	
Suite 575	Email: alice.paxton@1-sc.	com	10A. MODIFICATION OF CO	ATTRACTIONNED NO
Washington, DC 20005	·			
TIN 52-2160405 DUNS: 12789	6384	X	DE-AC01-07IM00	וווע
			10B. DATED (SEE ITEM 13)	
	ACILITY CODE	·	05/01/2007	
11. THIS I	TEM ONLY APPLIES TO	AMENDME	NTS OF SOLICITATIO	NS
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C. THIS SUPPLEMENTAL AGREEM	ENT IS ENTERED, INTO PURSUANT	TO AUTHORN	Y OF:	
X D. ØTHER (Specify type of medical Clause G.3. DOE Contract	ion <i>and authority)</i> Hinni Officer's Representativ	e (COR).		
E IMPORTANT: Contractor X la n			turn copies to the iss	uina office.
The purpose of this Modifica Total contract obligations rer	CATION (Criminal by UCF section)	reenwood	as the alternate $COR$	, as set forth herein.
1 OTAL CONTRACT ODLIGATIONS TEL	Ham dichanger at \$ 103'	<i>U10.76.</i> 11	May 1, 2007 through A	April 30, 2008 is
Exceed Ceiling of Supplemental unchanged.	The period of period	mance, N	1ay 1, 2007 unougu 2	tpm 50, 2006, is
All other terms and condition		•		
Except as provided herein, all terms and cond	tions of the document referenced in its	m 9A or 10A, a	s heretofore changed, remains un AND TITLE OF CONTRACTING	nchanged and in full force and effect.  OFFICER (Type or print)
15A. NAME AND TITLE OF SIGNER (Type o NOT REQUIRED	r pretty	Patric	k A. Thomton acting Officer	Transfer and bridge
	15C. DATE SIGNED	16R INFFE	BEATING OTHICS	16C. DATE SIGNED
15B. CONTRACTOR/OFFEROR NOT REQUIRED				
	NOT REQUIRED	BY Za	with Hopkows	MUV 0 2 2007
(Signature of person authorized to sig	n)		Signature of Contracting Officer)	ARD FORM 30 (Rev. 10-83)
NSN 7540-01-152-9070 PREVIOUS EDITION UNUSABLE	30	-105		ed by GSA

1. Summary. The purpose of this Modification is to add Marjorie Greenwood, IM-12 as the Alternate Contracting Officer's Representative (COR). The following change is hereby incorporated into Paragraph G.3(a) of the contract:

The Alternate COR's address is as follows:

U.S. Department of Energy ATTN: Marjorie Greenwood, IM-12 19901 Germantown Road Germantown, MD 20874

Telephone Number: 301-903-7425 Email: marjorie.greenwood@hq.doe.gov

#### 2. Funding.

Total obligations remain unchanged at \$705,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	•	<u>To</u> Ce	tal NTE	Tot	al Kundling	<u>]</u>	Unfund Ceiling	ed NTE	
	Labor	\$		S		1	\$		
	ODC	. \$		\$	L	6 h	\$		
•	Total:	\$		\$	705,018.92		\$		

(a). Cumulative Obligations:

Mod	Mod Total	Tota	l Obligations
A000	\$ 75,000.00	\$	75,000.00
A001	\$276,518.92	\$	351,518.92
A002	\$103,500.00	\$	455,018.92
A003	\$250,000.00	\$	705,018.92
M004	<b>\$</b> -	\$	705,018.92

(b). Task Allocation of Obligated Funds:

Subtask	Pri	or Obligation	Curren	nt Revision	Revised Total
07-IM10-001	\$	546,518.92	\$	•	\$ 546,518.92
07-IM2-001	S	25,000.00	\$	<u>-</u>	\$ 25,000.00
07-IM01-A	\$	108,500.00	\$	-	\$ 108,500.00
ODC	\$	25,000.00	\$	-	\$ 25,000.00
Total:	\$	705,018.92	\$		\$ 705,018.92

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

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Summary. The purpose of this Modification is to:
 (a) add the following labor categories and rates to the contract:

Labor Category	Base Year Rate*
Program Manager	S
Manager	S
Consultant	S

\*The Base Year Rate will be the applicable rate for these Labor Categories through April 30, 2008.

(b) change the COR from Marjorie Greenwood to Tonya Meadows. The following change is hereby incorporated into Paragraph G.3(a) of the contract:

The COR's address is as follows:

U.S. Department of Energy ATTN: Tonya Meadows, IM-12 1000 Independence Avenue, SW Washington, DC 20585

Telephone Number: 202-586-8230 Email: tonya,meadows@hq.doe.gov

(c) provide \$250,000.00 for Task 07-IM10-001, as shown below in Table 2(b). Total obligations increase from \$455,018.92 by \$250,000.00 to \$705,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	Total NTE Celling	Tot	al Funding	<u>Unfu</u> Celli	nded NTE
Labor	\$	S		\$	
ODC	S			<u> </u>	<u> </u>
Total:	\$	S	705,018.92	\$	

### 2. Funding.

### (a). Cumulative Obligations:

Mod	Mod Total	<b>Total Obligations</b>			
A000	\$ 75,000.00	\$	75,000.00		
A001.	\$276,518.92	\$	351,518.92		
A002	\$103,500.00	\$	455,018.92		
A003	\$250,000.00	\$	705,018.92		

# (b). Task Allocation of Obligated Funds:

Subtask	Pri	or Obligation	Cur	rent Revision	Revised Total
07-IM10-001	\$	296,518.92	\$	250,000.00	\$ 546,518.92
07-IM2-001	\$	25,000.00	\$	-	\$ 25,000.00
07-IM01-A	<b> \$</b>	108,500.00	S	<del>.</del> .	\$ 108,500.00
ODC	S	25,000.00	\$		\$ 25,000.00
Total:	\$	455,018.92	\$	250,000.00	\$ 705,018.92

<sup>3.</sup> Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

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PREVIOUS EDITION UNUSABLE

FAR (48 CFR) 53.243

1. Summary. The purpose of this Modification is to redirect \$1000 from Task 07-IM10-001 to the ODC Pool and to provide \$1000 for Task 07-IM2-001 and \$1000 Task 07-IM01-A, as shown below in Table 2(b). Total obligations increase from \$351,518.92 by \$103,500.00 to \$455,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	Total NTE Celli			junded NTE Celling	
Labor	\$	\$ 6	\$		
ODC	\$	\$	S		
Total:	\$	\$ 45	5,018.92 <b>\$</b>	Section of the sectio	

## 2. Funding.

## (a). Cumulative Obligations:

<u>Mod</u>	Mod Total	Tot	al Obligations
A000	\$ 75,000.00	\$	75,000.00
A001	\$276,518.92	\$	351,518.92
A002	\$103,500.00	\$	455,018.92

## (b). Task Allocation of Obligated Funds:

Subtask 07-IM10-	<u>Pri</u>	or Obligation	Cu	rent Revision	Revised Total
001	\$	321,518.92	\$	(25,000.00)	\$ 296,518.92
07- <b>IM2-</b> 001	s	15,000.00	s	10,000.00	\$ 25,000.00
07-IM01-A	\$	15,000.00	\$	93,500.00	\$ 108,500.00
ODC	\$	•	\$	25,000.00	\$ 25,000.00
Total:	\$	351,518.92	\$	103,500.00	\$ 455,018.92

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

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NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STÄNDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 83.243

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A   503   B   603   C   740   B   848   P   108   P   108   B	CONTRACTOR OF THE CONTRACTOR O	ATA TIE	1	FARTUS IN THE STATE OF THE STAT		BATE AND DIVE BUILDING BUILDING ATTORS AND OTE \$10,000 BROKS WATE	R ATTACHMENT	34
A   502   B   603   C   700   D   7A4   B   808   P   D65   B   576	CONTRACTOR OF THE CONTRACTOR O	ATA TIE	1	FARTUS IN THE STATE OF THE STAT		BATE AND DIVE BUILDING BUILDING ATTORS AND OTE \$10,000 BROKS WATE	R ATTACHMENT	, 21 2 3 3 4
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A 50 B 50 C 70 B 70 B 70 B 70 B 70 B 878	LETATIONS CONTRACTORS PLANT CREATIVE CONTRACTORS PLANT CREATIVE CONTRACTORS PROBLEM AND MARKING PROBLEM AN	MINDAY	1	PARTY BY	AAATTAALL	BATE AND DIVE BUILDING BUILDING ATTORS AND OTE \$10,000 BROKS WATE	R ATTACHMENT	34
A   SO   P   C   P   P   P   P   P   P   P   P	CONTRACT AND MARKED TO THE PROPERTY OF THE PRO	ANDOR	7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	PART WAS OF COM	ACIDNO OPTICAL	BATE AND DIVE BUILDING BUILDING ATTORS AND OTE \$10,000 BROKS WATE	R ATTACHMENT	, 21 2 3 3 4
A 50 C 74 C 74 S We F 06 B 878	LETTATIONS CONTRACTORS AND LETTATIONS CONTRACTORS AND LETTATION AND MARKETS AND LETTATION AND LETTAT	CONTRACTOR	7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	PARTY BY	AACTING OFFICER	BATRIAND DIRECTIONS ATTORNAMENTS ATTORNAMENTS VANO	R ATTACHMENT	31 34 british
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## TABLE OF CONTENTS

Section B-Supplies or Services and Price/Costs	
B.1 Item Being Acquired	2
B.2 Section 8(a) Direct Award	2
B.3 Estimated Level of Effort	
B.4 Direct Labor Rates	4
B.5 Celling Price of Contract	4
B.6 Funding	4
B.8 Option to Extend the Term of the Contract—Services	6
Section C-Description/Specifications/Work Statement	
C.1 Performance Work Statement	
C.2 Reports	6
	_
Section D-Packaging and Marking (Not Applicable)	7
Section E-Inspection and Acceptance E.1 Inspection	_
E.1 Inspection	
E.2 Acceptance	
E.3 52.246 Inspection-Time-and-Materials and Labor-Hour	•••••
Section F-Deliveries or Performance	
F.1 Term of Contract	S
K.Z. Exercise of ampuons	••••••
F.3 Principal Place of Performance	
Section G-Contract Administration Data	
G.1 Correspondence Procedures	. 0
G.2 Billing Instructions	
G.3 DOE Contracting Officer's Representative.	
G.4 DOE Contracting Office Address.	
G.4 DOE CORUMNING OTHER Adults	•••••••1
Section H-Special Contract Requirements	
H.1 Consecutive Numbering	11
H.2 Confidentiality of Information	11
H.3 Representations, Certifications and Other Statements of the Offeror	
H.4 Technical Direction	
H.5 Modification Authority	13
H.6 Government-Furnished Property and Data	
H.7 Subcontracts	
H.8 Services of Consultants	
H.9 Automatic Data Processing Equipment (ADPE) Leasing	14
H.10 Ordering Procedure	15
H.10 Ordering Procedure	16
H.12 Payment	16

H.13 Section 508 Compliance	1,
H.14 Compliance with FHPS Pub 201	1.
H.15 Access to DOE-Owned or Leased Facilities	11 11
H.16 Compliance with Internet Protocol Version 6 in Acquiring Information	••••••
Technology	. 4
H.17 Security Clearance Requirement	1
H 12 Computer Systems Samuelte	19
H.18 Computer Systems Security	1
H 20 Demostra Francis Wests Above Commenter - Det	19
H.20 Reporting Fraud, Waste, Abuse, Corruption or Mismanagement	19
H.21 Observance of Legal Holidays and Administration Leave	20
H.23 Non-Supervision of Contractor Employees	2(
The pupil vision of Contractor Employees	21
Section I-Contract Clauses	
I.1 52,202-1 Definitions.	
L2 52.203-3 Gratuities	2]
L3 52.203-5 Covenant Against Contingent Fees.	21
L4 52.203-7 Anti-Kickback Procedures.	21
I.5 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Imp	21
L6 52:203-10 Price or Fee Adjustment for Illegal or Improper Activity	21
L7 \$2.203-12 Limitation on Payments to Influence Certain Federal Transaction	21
L8 52.202-4 Printed of Copied Double-Sided on Recycled Paper	182]
L9 52.203-9 Recoonal Identity Verification of Contractor Personnel	21
Life \$2.21548 Order of Precedence - Uniform Contract Format	21
L11 52 21948 Diffization of Small Business Concerns	21
L12 52:219-14 Limitations on Subcontracting.	21
I.13.52.232.1 Complet I. share	21
L 14 52.222-26 Equal Opportunity	21
L15 52,222-36 Affirmative Action for Workers with Disabilities	21
L.16 52.223-6 Drug-Free Workplace L.17 52.223-14 Toxic Chemical Release Reporting	22
L18 52.232-7 Payments under Time and Materials and Labor-Hour Contracts.	22
1.19 52.232-9 Limitation on Withholding of Payments	22
Registration	
I.21 52.233-1 Disputes	22
I.22 52.233-3 Protest after Award	22
I.23 52.242-13 Bankruptcy	22
I.24 52.222-37 Employment Reports on Disabled Veterans and Veterans of the	22
Vietnam Era	
I.25 952.202-1 Definitions	22
I.26 52 204-7 Central Contractor Registration	22
I.27 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-	22
Designated Products	
	24

I.28 52.237-3 Continuity of Services	24
I.29 52.243-3 Changes - Time-and-Materials or I	abor-Hours25
1.30 52.244-6 Subcontracts for Commercial Items	<b>52</b> 6
I.31 52-252-2 Clauses Incorporated by Reference	27
L32 52.253-1 Computer Generated Forms	27
L33 952,204-73 Facility Clearance	
L34 952.204-2 Security	29
L35 952.204-70 Classification/Declassification	
I.36 952.209-72 Organizational Conflicts of Inter	est32
1.37 52.249-4 Termination for Convenience of the	Government34
L38 Lobbying Restriction	
I.39 952.203-70 Whistleblower Protection for Con	ntractor Employees34
Section J-List of Attachments	34

.



SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

#### **B.1 Items Being Acquired (DEC 1991)**

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

Item 1 – Provide Information Technology (IT) Management Services to the Office of the Chief Information Officer (QCIO).

#### **B.2 SECTION 8(a) DIRECT AWARD (JAN 2002)**

(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 (DOB). 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 is:

U.S. Small Business Administration
Washington Metropolitan Area District Office
740 15<sup>th</sup> Steet, NW, Suite 300
Washington, DC 20005-3544

- (b) DOB is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOB shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOB shall coordinate with the SBA prior to processing any novation agreement. DOB may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
  - (1) to notify the Contracting Officer, simultaneously with its notification to the 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 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 the SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
  - (2) to adhere to the requirements of 52.219-14, Limitations on Subcontracting.

#### **B.3 Estimated Level of Effort (NOV 1996)**

(a) DPLH. In accordance with Part I, Section H, clause entitled "Level of Effort", the Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

Period

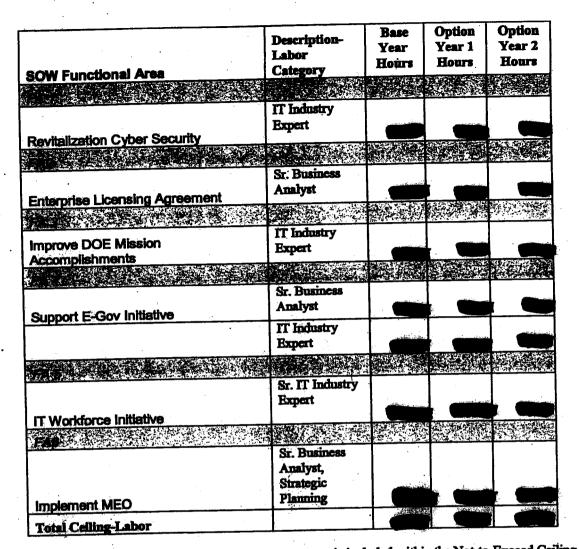
Base Year: 05/01/2007-04/30/2008

Option Year 1: 05/01/2008-04/30/2009 Option Year 2: 05/01/2009-04/30/2010

TOTAL:



The DPLH are distributed across the labor categories specified in Clause B.3 below as follows:



(b) Other Direct Costs (ODC). This expense category is included within the Not-to-Exceed Ceiling Value of the contract. It consists of the actual incurred authorized non-labor expenses plus the associated General and Administrative costs (G&A Expense)/profit rate of the Such costs may be incurred only with the advance written approval of the Contracting Officer's Representative (COR); email concurrence is sufficient authorization. It is emphasized that any ODC Pool NTE Ceiling Value is an estimate only and does not commit the Government to authorize the total amount or any portion thereof. No ODC pool expenditures may be incurred by the Contractor, or authorized by the Government, prior to obligation of funds sufficient to cover the ODC requirement. The DOE is not obligated to pay the Contractor if the Contractor incurs ODC "pool" liabilities in excess of available funding. Authorized travel expenses (airfare, per diem, auto rental and similar costs shall be reimbursed in accordance with the Joint Travel Regulation). Miscellaneous ODC charges which are subject to COR approval include long-distance telephone charges, express mail, facsimile, computer usage, copying and handling expenses and hardware/software acquisition at COR direction.

Specific Non-Reimbursable ODC's: The Contractor may not charge the Government for time or local travel/expenses between contractor facilities in the Washington DC metro area, or to or from DOE facilities in the same area, including Germantown MD, without advance written permission from the COR. This restriction also applies to local travel, and for rental car expense in local travel. Any authorized travel cost shall be invoiced and paid in accordance with the current approved Federal per diem rate. Profit is not applicable to any ODC charge, or to any indirect cost associated with ODC charges. Also not allowable is generic professional training required by Contractor personnel, such as industry certifications or desktop software such as Microsoft Windows or Office. The Contractor is required to provide qualified personnel to

meet the Government's requirements, exclusive only of training unique to the specific mission.

The Contractor shall not be reimbursed for any direct costs for the following items: entertainment; liquor; computers or general application software; client development and related activities; trade publications, books, treatises, background materials and other similar documents; professional/educational seminars and conferences; preparation of bills; parking fines or any other fines or penalties for illegal conduct; and, food, beverages and the like when the contractor is not in travel status and away from the home office. No invoices are to contain any items representing disbursements made for the benefit of the contractor's current personnel. See FAR Part 31 for definitive guidance.

## B.4 Direct Labor Rates (JUL 1991)

The Contractor shall provide DPLH from the labor categories set forth below at the fixed hourly labor rates indicated:

	Base Year	Option Year J	Contion Year 2
	Off-Site Rate	Off-Site	Off-Site
Description-Labor Category	4.3	Rate	Rate
Sr. IT Industry Expert			
Sr. Business Analyst		S .	
Sr. Business Analyst, Strategic Planning		<b>S</b>	
IT Industry Expert			

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b)].

## **B.5** Ceiling Price of Contract (JUL 1991)

The ceiling price of this contract is Section (Base Period only). The maximum potential Not-to-Exceed (NTE) Ceiling Price of the contract is established as follows:

Base Period: 05/01/2007-04/30/2008 Option Year 1: 05/01/2008-04/30/2009 Option Year 2: 05/01/2009-04/30/2010

MAXIMUM POTENTIAL NTE CEILING PRICE:





## **B.6 Funding (JUL 1991)**

Pursuant to Part I, Section H, clause entitled "Funding", total funds in the amount of \$75,000.00 have been allotted for obligation and are available to pay for DPLH and other direct items or services provided from the effective date of this contract through the period estimated to end April 30, 2008. Existing obligations may be reallocated between the Pools by the Contracting Officer via unilateral administrative modification.

(a) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the ceiling price specified in the Schedule. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

- (b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (c) <u>Sixty</u> days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer, in writing, of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (d) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request, the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (e) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-
- (1) The Government is not obligated to compensate the Contractor for DPLH or other direct items or services provided in an amount which exceeds the total amount allotted by the Government to this contract;
- (2) The Contractor is not obligated to continue providing DPLH under this contract (including actions under the Termination clause of the contract) or incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the Contractor, in writing, that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.
- (f) The ceiling price shall be increased to the extent that the amount allotted by the Government exceeds the ceiling price specified in the Schedule.
- (g) No notice, communication, or representation in any form other than that specified in subparagraph (e)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to compensate the Contractor for performing any work in an amount which exceeds the total amount allotted by the Government to this contract, whether that excess amount arose during the course of the contract or as a result of termination.
- (h) When and to the extent that the amount allotted by the Government to the contract is increased, the Contractor shall be entitled to compensation for DPLH and other direct items or services provided before the increase in an amount which exceeds the amount previously allotted by the Government to the same extent as if the DPLH and other direct items or services were provided afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (i) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (j) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

## B.8 Option to Extend the Term of the Contract - Services (JUL 1991)

- (a) The Government may unilaterally extend the term of this contract by written notice to the Contractor within the term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract including the exercise of all below stated options under this clause shall not exceed 36 months.
- (d) Should the Government exercise any option hereunder, all contractual terms and conditions shall apply during the option(s) period. Further, the Contractor agrees to provide the following level-of-effort at the fixed rates per DPLH set forth below for the labor categories indicated:
- (1) First Option (Year 2 of Contract)

Option Term:

12 Months (05/01/2008-04/30/2009)

Estimated Level-of-Effort:

DPLH

Contractor

Labor Categories

Fixed Rate/DPLH

\$/Hour

Sr. IT Industry Expert

Sr. Business Analyst

Sr. Business Analyst, Strategic Planning

IT Industry Expert



CEILING PRICE - OPTION 1 \$885,750.80

(2) Second Option (Year 3 of Contract)

Option Term:

12 Months (05/01/2009-04/30/2010)

**Estimated Level-of-Effort:** 

DPLH

Contractor

Labor Categories

Fixed Rate/DPLH

\$/Hour

Sr. IT Industry Expert

Sr. Business Analyst

Sr. Business Analyst, Strategic Planning

IT Industry Expert



**CEILING PRICE - OPTION 2** 

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Performance Work Statement(APR 1984)

The Performance Work Statement is Attachment A to this contract and is listed in Part III, Section J.

C.2 Reports.



- (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 flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" 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 clause entitled "Representations, Certifications and Other Statements of the Offeror" contained in this Section H) 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 allowability of any cost revision of this contract or any of the respective obligations of the parties thereunder, 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, 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. No work shall be performed by the subcontractor until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

#### H.8 Services of Consultants (DEC 1996)

- (a) In addition to the provisions of the clause of this contract entitled "Subcontracts (Time-and-Materials and Labor-Hour Contracts" the prior written consent of the Contracting Officer also shall be obtained:
- (1) Whenever any employee of the Contractor is to be reimbursed as a "consultant" under this contract; or
- (2) For the utilization of the services of any consultant under this contract exceeding the daily rates of exclusive of travel costs, or
- (3) Where the services of any consultant under this contract will exceed ten days in any calendar year, or exceed a total value of
- (b) Whenever Contracting Officer written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.
- (c) Prior to the award of any consultant agreements for advisory and assistance services, the contractor shall obtain from the proposed 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. No work shall be performed by the consultant until the Contractor has cleared the consultant for Organizational Conflicts of Interest (OCI).

#### H.9 Automatic Data Processing Equipment (ADPE) Leasing (DEC 1991)

(a) If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to

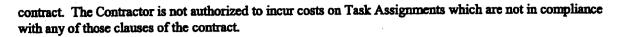
realize any other benefits earned through rental payments.

(b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer under the terms of this provision.

#### H.10 Ordering Procedure (DEC 1996)

Performance under this contract shall be subject to the following ordering procedure:

- (a) The Contractor shall incur costs under this contract only in the performance of Task Assignments and revisions to Task Assignments issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the Contracting Officer (CO) or designee.
- (b) From time to time during the period of performance of this contract, Task Assignments will be issued in writing by the Contracting Officer or designee to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; and (4) any Government-furnished property. Such Task Assignments will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor acquired will also be listed in the property schedules of this contract as well as in the individual Task Assignments.
- (c) Task Assignments will be issued on forms specified and provided by the Government. Task Assignments will be numbered. A revision to a Task Assignment will be identified by an alpha designation following the existing Task Assignment number indicating the revision sequence.
- (d) The Contractor shall submit within ten (10) calendar days, after receipt of each Task Assignment issued by the Contracting Officer or designee, a Contractor Task Plan on forms specified and provided by the Government. The Task Plan is the Contractor's overall estimate for the completion of the Task Assignment and shall include the following:
- (1) Date of commencement of work, and any necessary revision to the schedule of performance.
- (2) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (4) below, estimated to complete the task.
- (3) The travel and material estimate.
- (4) An estimate for subcontractors and consultants; including the DPLH, if applicable.
- (5) Estimated computer use time required, if applicable.
- (6) Other pertinent information, inter-divisional transfers, etc.
- (7) The total estimated amount for completion of the Task Assignment.
- (e) The Contractor's Task Plan is subject to the review and acceptance of the Contracting Officer or designee. After a Task Assignment is issued, if any revision becomes necessary to the estimated amount (more than + or 10% variance), or level-of- effort (more than + or 10% variance), the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are also subject to the review of the Contracting Officer.
- (f) This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts," "Funding," "Term of Contract," or "Level of Effort" clauses of the



## H.11 Level of Effort (JUL 1991)

- (a) In the performance of Task Assignments issued pursuant to the ordering procedure of this contract, the Contractor shall provide that estimated total of Direct Productive Labor-Hours (DPLH) which is specified in Part I, Section B, during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.
- (b) During the term of this contract, if additional DPLH are required to complete the term, the Contractor agrees to provide the required DPLH at the same labor rates negotiated for that year of the contract in which they were provided.
- (c) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the other clauses of the contract.

### H.12 Payment (JUL 1991)

- (a) Payment shall be made for DPLH provided in accordance with Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts".
- (b) Pursuant to Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," the Contracting Officer shall withhold 5 percent of the amount due for provision of DPLH, but the total amount withheld will not exceed \$50,000.
- (c) Reimbursement for travel under this contract will be at cost and consistent with the U.S. Government Travel Regulations.
- (d) All costs incurred for acquisition of materials, travel or other direct items or services will be reimbursed at actual costs (no profit) plus allocable indirect costs in accordance with the contractor's accounting system.
- (e) Subcontractors shall be compensated under this contract in accordance with the following:
- (1) Subcontractors providing DPLH will be paid the fixed rate per DPLH specified in Section B, clause entitled "Direct Labor Rates", for the category of labor provided.
- (2) All other subcontracts will be compensated for supplies or services provided on a reimbursable basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," located in Part II, Section I.

## H.13 Section 508 Compliance (MAR 2004)

If applicable, Electronic and Information Technology (EIT) supplies and services acquired in this contract must conform to Section 508 of the Rehabilitation Act as amended. Information on Section 508 compliance can be found at http://www.section508.gov.

## H.14 COMPLIANCE WITH FIPS PUB 201 (AUG 2005)

This contract involves the acquisition of hardware, software, or services related to physical access to Federal premises or electronic authentication or access control to a Federal agency's computer systems and electronic infrastructure. Any such hardware, software, or services delivered under this contract shall comply with FIPS Pub 201, and FIPS Pub 201 shall take precedence over any conflicting performance requirement of this contract. Should the contractor find that the statement of work or specifications of this

contract do not conform to FIPS Pub 201, it shall notify the Contracting Officer of such nonconformance and shall act in accordance with instructions of the Contracting Officer..

## H.15 Access To DOE-Owned Or Leased Facilities (OCT 2005)

- (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.16 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.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to: (1) obtain the Contracting Officer's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

Should the contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Contracting Officer of such nonconformance and act in accordance with instructions of the Contracting Officer.

#### H. 17 Security Clearance Requirement

Each task assigned will establish the need for a Security Clearance "Q" or whatever clearance requirement meets its unique needs. The Contractor shall ensure that all DOE documents under this contract, and the information contained therein are protected from unauthorized use and mishandling by assigned personnel. Controlled documents must be stored in a government approved storage container when not under the direct control or in the possession of authorized Contractor personnel in accordance with laws, regulations, and Departmental orders.

The contractor will be required to assign a Facility Security Officer (FSO) to this contract at no cost to the Government. That person will be responsible for all security—related activity associated with this contract. This will include, but not limited to, the annual security refresher briefing, notifying the COR and Headquarters Security Officer (HSO) of new badge requirements and when a contractor staff member is no longer with the contract, processing of required paperwork for Q Clearances (if required).

The Contractor shall not provide any Government documents, information or licensed material in any form to sources not authorized by DOE without the written approval of the COR during the period of performance of this contract or any time afterwards. Execution of Non-Disclosure Statements shall be required on Contract.

#### A) Personnel Security Requirements

The Contractor must notify the COR of any changes in personnel assignments thirty (30) days prior to making any personnel changes where security clearances are required.

#### B) Personnel Security Clearance Clause:

- (1) Each task assigned will establish the need for a Security Clearance "Q" or whatever clearance requirement meets its unique needs. The services to be performed under any task assignment issued may involve access to classified data and information, which must be controlled pursuant to applicable DOE Orders, policies, directives and procedures.
- (2) If the task assigned establishes the need for a security clearance the Contractor shall ensure that all personnel assigned under any task possess a DOE "Q" access authorization (clearance).
- (3) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who are required to possess a DOE "Q" access authorization. For these individuals, the Contractor shall provide certification to the Contracting Officer that an investigative screening has been completed prior to employment. The certification shall include, at a minimum, verification of identity,



previous employment and education, and the results of credit and law enforcement checks.

- (4) Requests for access authorization shall not be submitted until the contract has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination has been rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for the Contractor's applicant for employment.
- (5) The Contractor shall perform a pre-employment check of prospective employees to determine suitability of employment. The DOE has final authority in determining an individual's security clearance eligibility. The Contractor shall submit requests for "Q" security clearances in accordance with standard DOE procedures. A minimum of 6-18 months should be allowed for the Department to receive, process, and respond to any request for a new or upgraded security clearance. An active Top Secret or other Single Scope Background Investigation (provided that the background investigation is less than 5 years old) may be used to request a clearance on an accelerated basis. However, during security clearance processing, any personnel that do not possess clearances shall not work under this contract.
- (6) The Contractor shall turn in badges for employees: (a) who are no longer working on any task/subtask under the contract or letter of obligation; (b) who no longer require access; (c) when their badge expires; or (d) when any task assignment issued or letter of obligation expires or is terminated. Badges shall be returned to the cognizant DOE Security official.

#### H.18 COMPUTER SYSTEMS SECURITY (JUL 2001)

- (a) The Contractor agrees to comply with the DOE directive(s) and all other regulations specified in this contract or as required by law or regulations.
- (b) The Contractor shall immediately issue written notification to the CO when an employee of the contractor no longer requires access to the Department of Energy computer systems.

#### H.19 INCURRING OF COST WHILE IN TRANSIT

The Contractor may not charge the DOE for time spent in transit between a duty location and a non-duty location, for example local travel time between contractor offices and DOE facilities where the former is not a duty location. An exception is travel to/from meetings in support of the contract when authorized by the Contracting Officer's Representative.

# H.20 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION OR MISMANAGEMENT (JUL 2001)

The Contractor is required to comply with the following in accordance with DOE O 221.1:

- (a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate; report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by DOE employees, its contractors, subcontractors, grantees or other recipients of DOE financial assistance; or their employees.
- (b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters in the contractor's cognizance.
  - (d) Report to the OIG any allegations of reprisals taken against employees who have reported



fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption. criminal acts, or mismanagement which have been referred to Federal. State, or local enforcement entities.

The DOE IG hotline telephone number is 1-800/541-1625 or 202/586-4073.

## H.21 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (GOVERNMENT ON-SITE EMPLOYEES)

The Government hereby provides "notices" and the Contractor hereby acknowledges "receipt" that the Government personnel observe the listed days as holidays:

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

Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by the President's Proclamation

The contractor shall observe the above holidays on the date observed by the Government. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not "on-its-face" because for an additional period of performance, or entitlement of compensation except as set forth within the contract.

Contractor employees performing duties at Government sites are automatically relieved from duty by virtue of the fact that government employees are dismissed early or given the day off, and it will be without loss to the Contractor in accordance with the payment set forth in the paragraph below. No form of holiday or other premium compensation will be reimbursed; however, this does not preclude reimbursement for authorized overtime work.

Further, when the Government grants administrative leave to its employees, contractor personnel shall also be dismissed. When administrative leave is granted to contractor personnel assigned on-site as result of inclement weather, potentially hazardous conditions, and other special circumstances, etc., it will be without loss to the Contractor. In this instance, the cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged indirect (in accordance with the contractor's accounting policy). In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-theclock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his duly appointed representative. All personnel assigned to this contract shall limit their observation or holidays to those set forth above.

When the DOE Federal employees are furloughed, the Contracting Officer will determine if the contractor's employees under this contract are to be furloughed without compensation. Contractor agrees that unpaid furloughs are not subject to the Disputes clause. When the U.S. Government is closed due to weather conditions, contractor employees at the DOE, Germantown, Maryland or any other DOE Washington, DC area facility will be dismissed with pay for the same duration as the DOE Federal employees.

#### H.22 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer.

## H.23 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (JUL 2001)

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

#### PART II

#### **SECTION I - CONTRACT CLAUSES**

I.1 52.202-1	Definitions. JUL 2004
I.2 52.203-3	Gratuities. APR 1984
L3 52.203-5	Covenant Against Contingent Fees. APR 1984
I.4 <b>52.203</b> -7	Anti-Kickback Procedures. JUL 1995
L5 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
JAN 1997	
I.6 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
L.7 52.203-12	Limitation on Payments to Influence Certain Federal Transactions. SEP 2005
I.8 52.204-4	Printed or Copied Double-Sided on Recycled Paper. AUG 2000

#### 1.9 52.204-9 Personal Identity Verification of Contractor Personnel. (NOV 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
- I.10 52.215-8 Order of Precedence Uniform Contract Format. OCT 1997
  I.11 52.219-8 Utilization of Small Business Concerns. OCT 2000
  I.12 52.219-14 Limitations on Subcontracting. DEC 1996
  - (a) This clause does not apply to the unrestricted portion of a partial set-aside.
  - (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for -
    - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
    - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
    - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
    - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- I.13 52.222-3 Convict Labor AUG 1996
  I. 14 52.222-26 Equal Opportunity FEB 1999



I.15 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998

I.16 52.223-6 Drug-Free Workplace. MAY 2001

I.17 52.223-14 Toxic Chemical Release Reporting. AUG 2003

## L18 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (FEB 2007)

(2) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

I.19 52.232-9 Limitation on Withholding of Payments. APR 1984

I.20 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. OCT 2003

I.21 52.233-1 Disputes. JUL 2002

L22 52.233-3 Protest after Award. AUG 1996

I.23 52.242-13 Bankruptcy. JUL 1995

L24 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF

THE VIETNAM ERA (JULY 1999) DEVIATION

I.25 952.202-1 Definitions.

## I.26 52.204-7 Central Contractor Registration. (JUL 2006)

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

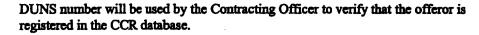
Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The



- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number-
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company Physical Street Address, City, State, and Zip Code.
    - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
    - (v) Company Telephone Number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or

division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

# I.27 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products. (AUG 2000)

(a) Definitions. As used in this clause -

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

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

- (b) The Contractor, on completion of this contract, shall -
  - (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
  - (2) Submit this estimate to [Contracting Officer complete in accordance with agency procedures].

#### **I.28 52.237-3 Continuity of Services. (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -



- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

#### I.29 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
  - (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
  - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
  - (5) Method of shipment or packing of supplies.
  - (6) Place of delivery.
  - (7) Amount of Government-furnished property.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:
  - (1) Ceiling price.
  - (2) Hourly rates.

- (3) Delivery schedule.
- (4) Other affected terms.
- (c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

## L30 52.244-6 Subcontracts for Commercial Items. (MAR 2007)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
  - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006) (38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
  - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
  - (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

### I.31 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): (1) <a href="http://acquisition.gov/far/">http://acquisition.gov/far/</a> (2) <a href="http://farsite.hill.af.mil/">http://www.acquet.gov/</a>

## I.32 52.253-1 Computer Generated Forms. (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

#### I.33 952.204-73 Facility Clearance. (MAY 2002)

#### **Notices**

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

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

- (a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328.
  - (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.
  - (2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
  - (3) Following submission of a Standard Form 328 and prior to contract award, the



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

#### (b) Definitions.

- (1) Foreign Interest means any of the following:
  - (i) A foreign government, foreign government agency, or representative of a foreign government;
  - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
  - (iii) Any person who is not a citizen or national of the United States.
- (2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.
- (c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:
  - (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
  - (2) A contract or proposed contract containing the appropriate security clauses;
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and



- (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

Notice to Offerors--Contents Review (Please Review Before Submitting)

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

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

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

#### I.34 952.204-2 Security. (MAY 2002)

(a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear



material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

- (b) Regulations. The contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) Definition of restricted data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- (g) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)
- (j) Foreign Ownership, Control or Influence.



- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.
- (2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
- (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.
- (4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.
- (5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

## I.35 952.204-70 Classification/Declassification. (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified



information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

## L36 952.209-72 Organizational conflicts of interest. (JUN 1997)

- (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.
- (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.
  - (1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 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.
    - (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.

- (iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.
- (2) Access to and use of information. (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:
  - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (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;
  - (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
  - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
  - (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.
  - (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.
- (c) Disclosure after award. (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.
  - (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.
- (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.





(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.

# I.37 52,249-4 Termination for Convenience of the Government (Services) (Short Form) (Apr 1984).

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

## L38 Lobbying Restriction (Energy and Water Act 2006)

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 regulation.

#### L39 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)

- (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.
- (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 DOE directly related to activities at DOE-owned or leased sites.

### PART III

#### SECTION J - LIST OF ATTACHMENTS

### LIST OF ATTACHMENTS (CONTRACTS)

ATTACHMENT	DESCRIPTION
A	PERFORMANCE WORK STATEMENT
В	QUALITY ASSURANCE SURVEILLANCE PLAN





#### 1.0 INTRODUCTION

The Department of Energy (DOE), Office of the Chief Information Officer (OCIO) is charged, under the Information Technology Management Reform Act of 1996, with ensuring that DOE's investment in information technology (IT) improves program effectiveness and service delivery. Also, as the Department's IT resources expert, the OCIO is responsible for continuation of improvements in the DOE's IT/cyber security posture, and is responsible for administration of the master contract, including quality assurance, service level agreements and configuration management and will be the outward facing entity of DOE in aggregate reporting to the Congress, OMB, and the DOE Office of Competitive Sourcing.

The Department of Energy and its organizations are experiencing an increasing need for information exchange capabilities. With iT software application support, cyber security and telecommunications demands increasing and the Federal workforce decreasing, DOE is required to review and improve its management techniques. The required consolidation of IT support services to meet OCIO and Department-wide Program Offices' requirements under a single Service Provider (SP) on a Department-wide basis will facilitate a more uniform promulgation of information technology policy and oversight across DOE, which is a very geographically and mission-diverse Federal agency.

The OCIO is also responsible for implementing a Departmental Independent Verification and Validation (IV&V) process to ensure that cyber security requirements are implemented consistently across the complex. The OCIO recognizes that the success of an organization goes beyond just identifying a strategy. It is necessary to also perform independent Validation and verification and quality assurance analyses of IT programs. Therefore, the Office of the Chief information Officer (OCIO) has a requirement for the performance of an independent Validation and Verification (IV&V) and quality assurance review which focuses primarily on cyber security performance measurements, service level agreement compliance, configuration management and quality assurance.

The range of risks confronting the operation of DOE's complex global networks include, but are not necessarily limited to natural disasters, intentional malicious acts, inadvertent errors, unforeseen software/hardware conflicts and/or cascading failures from interconnected systems. Risk sources are from malicious sources include foreign powers, terrorist groups and, occasional corrupt insiders, each of which can compromise or otherwise do significant damage to DOE classified national security and/or unclassified systems. As a result, active internal controls are vitally necessary to assure uninterrupted availability of information system resources; confidentiality and integrity of information systems and their contents; user authentication and access controls; non-repudiation of identity, and accountability mechanisms assuring compliance for access to and use of information and data under DOE control.

## 2.0 BACKGROUND

The Chief Information Officer (CIO) at the U.S. Department of Energy (DOE) has primary responsibility to ensure that Information Technology (IT) is acquired and information resources are managed in a manner consistent with statutory, regulatory, and Departmental requirements and priorities. With this responsibility, the CIO provides information resources management advice and assistance to the Secretary of Energy and to other senior managers. The CIO also coordinates and articulates a shared vision and corporate perspective among the Department's information activities, which permits the CIO to champion Departmental initiatives that effectively manages information and provides for value-added corporate systems.

Strategic planning is the process by which the Department and the Office of the Chief Information Officer (OCIO) determines its future direction, identifies the resources and transformational agenda needed to meet that direction and establishes an accountability system by which to manage progress towards that direction. The goal of the IRM Strategic Plan is to improve the operation of the Department's missions and programs. The Department's IRM Strategic Plan will shape the redesign of work processes and guide the development and maintenance of the Department's Enterprise Architecture and capital planning and investment control processes. In this regard, the IRM Strategic Plan builds on operational and tactical plans of each OCIO element ranging from IT human resources to E-Government. The IRM Strategic Plan describes what will be done over the next three years, while the tactical and operational plans execute the strategy and describe how these goals will be accomplished. Together, the OCIO uses these plans to ensure that Departmental efforts are meeting the strategic goals, objectives, and outcomes necessary to support the DOE mission and functions.

In addition to this internal focus, DOE recognizes the need to integrate external policy directions as defined by Congress and the Administration into its IT initiatives. The DOE IRM Strategic Plan responds to the Government Performance Results Act of 1993, the Clinger-Cohen Act of 1996, the Government Paperwork Elimination Act (GPEA) of 1998, the E-Government Act of 2002, the Federal Information Security Management Act (FISMA) of 2002, the President's Management Agenda (PMA) of 2002, the Office of Management and Budget (OMB) Circular A-130, and the Federal Enterprise Architecture.

## 3.0 OBJECTIVES

The OCIO mission is to ensure that information technology is acquired and information resource are managed in a manner that implements the policies and procedures of relevant legislation. Within the structure, the Department established a strategic plan which guides program, mission and activities. The CIO established a companion document, the IRM Strategic Plan (FY2007-2009), to guide IT acquisition, operations and management. A strategy-focused organization links strategy with internal processes to deliver value to the organization. To accomplish this, the DOE/CIO requires contractor management advisory and consulting support.

The contractor will be required to provide a diverse mix of expertise and knowledge in order to accomplish the goals and objectives. The contractor must respond to and perform task



assignments with high quality services while providing contractor staff with suitable technical skills and expertise within agreed upon time frames.

The ability to perform as a successful partner in this environment is essential to the successful delivery of high-quality IT management support services.

# 3.1 Mission-Essential Support Services.

This PWS covers six functional areas.

- ➤ Revitalize Cyber Security
- > Create Enterprise Licensing Agreements
- ➤ Use IT to Improve DOE Mission Accomplishments
- > Support the President's E-Gov Initiative
- ➤ Information Technology Workforce Initiative
- > Implement the Most Effective Organization

#### 3.1.1 Functional Area 1 - Revitalize Cyber Security

Under the first functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

Revitalize Cyber Security across the DOE – The DOE has taken significant steps to improve the current state of Cyber security within the enterprise. The first step in this effort involved developing a plan for the revitalization of the Department cyber security program. This plan was signed by the Deputy Secretary on March 8, 2006, and establishes a federated approach to implementing cyber security where the Department's Under Secretaries are responsible for the implementation of cyber security in their organizations under the leadership of the DOE Chief Information Officer. The plan defines a comprehensive cyber security program to address long-standing systemic weaknesses in protecting our information and information systems.

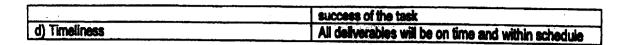
## Performance Objective 1 -

OCIO requires contractor support to review and advise on development of guidance based on NIST Special publications, which include, but not limited to: Minimum Security Controls, Certification and Accreditation, Risk Management, Vulnerability Management, Interconnection Agreements, Plan of Actions and Milestones (POA&M), Contingency Planning, and Configuration Management, etc.

The contractor shall provide assistance the Office of the Chief Information Officer (OCIO), DOE and its Program Offices in order to implement the Department's plan for the revitalization of cyber security. DOE is focusing on high-priority activities that will have significant impact over the next fiscal year(s) such as certification and accreditation.

Performance Objective Expectations

Leurina Colectia Expeciate	
Performance measures	Quality Experiations
a) Complaturess	Deliverables will be 100% complete
b) Accuracy	Collypination will be 1907, accurate
c) Effectiveness	All deliverables must contribute to the overall



# 3.1.2 Functional Area 2 - Enterprise Licensing Agreements

Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

DOE continues to experience significant success with its internal E-Government initiatives. In a continual effort to become more effective and efficient, the Department has integrated E-Government efforts with the Department's Enterprise Agreement (EA) effort. The EA program will institutionalize semi-annual strategic portfolio reviews and create Enterprise Licensing Agreements (ELAs) to ensure that the Department's information technology investments are in line with its strategic goals and missions.

As part of an overall IT acquisition framework, CIO seeks to establish ELAs to leverage cost efficiencies achieved through consolidation of like requirements and by leveraging economies of scale from enterprise-wide licensing agreements. Department-wide acquisition for widely used commercial software across the enterprise, otherwise known as enterprise licensing, consolidates IT Commercial Off-the-Shelf (COTS) software contracts. Integrating and building on existing capabilities within the Department, the Enterprise License Agreement (ELA) program will allow the Department to develop and enforce policies and procedures supporting the identification, acquisition, oversight and compliance of enterprise software agreements.

### Performance Objective 2:

- Maintain a process by which IT requirements can be consolidated into flexible, timely and cost-efficient contracts available corporate wide.
- Maximize buying power and reduce total cost of IT ownership by attaining optimal pricing through the aggregation of software requirements
- Streamline Acquisition to increase IT contract administration efficiencies through consolidation opportunities of legacy IT contracts into enterprise license agreements and single contract vehicles

Performance Objective Expectations

Performance measures	Quality Expectations
a) Complete ess	Cetiverables will be 100% complete
b) Accuracy	Deliverables will be 100% accurate
c) Effectiveness	All deliverables must contribute to the overall success of the task
d) Timeliness	All deliverables will be on time and within schedule

3.1.3 Functional Area 3 – Use Information Technology to Improve DOE Mission Accomplishments

Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

The overarching mission of DOE is to "discover the solutions to power and secure America's future." Within this context this IRM strategic goal, OCIO becomes an enabler to achieving DOE's mission. The Department will successfully realize this goal primarily through leveraging E-Government opportunities and by development of the Department E-Government Strategy.

DOE's E-Government Strategy directly supports the PMA, the Federal Lines of Business initiative, and the Department's core mission requirements by evaluating and applying new information technologies and simplifying access to energy-related Government information and services which is to adhere to the three basic principles established by the President's Management Agenda.

1. To be Citizen-centered, not bureaucracy or Agency-centered

2. To be Results-oriented, producing measurable improvements for citizens

3. To be Market-based, actively promoting innovation

Information Technology is also a key supporting element in accomplishing DOE goals. As such, it must be acquired, managed, and used in a way that maximizes its efficiency and effectiveness in supporting missions. To achieve this, the OCIO has established an IT governance structure and process that enables improved mission accomplishment at lowest cost, through the use of information Technology. This governance structure includes a Departmental IT capital planning and investment control process, EA program, IT project and asset management processes, and IT acquisition framework to achieve efficiency. Descriptions of objectives, strategies, and outcomes for the IT governance program are described below.

Performance Objective 3:

Create an environment that enables the Department to use technology to continuously improve its processes.

DOE strives to use information technology as a key enabling mission service for clear and consistent information describing Department-wide IT policy objectives and cross-Departmental initiatives, such as mission program focus, E-Government and Line of Business (LoB) initiatives.

Performance Objective Expectations

Lei Milliel Ce Objective Experience	
Portormana mesekures	Qualty Expectations
a) Completeness	Deliverables will be 100% complete
b) Accuracy	Deliverables will be 100% accurate
c) Effectiveness	All deliverables must contribute to the overall success of the task
d) Timeliness	All deliverables will be on time and within schedule



Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

DOE/CIO continues to support the President's E-Government Initiatives. DOE is an active participant in 19 of 24 of these initiatives and is involved in the six Federal Lines of Business (LoB) initiatives. DOE/CIO is developing an enterprise IT acquisition framework that will govern Department IT acquisitions in accordance with the government-wide Smart BUY program. CIO recognizes that active partnership in these important government-wide initiatives will result in government cost reductions, improved services to citizens, business-process and technology standardization, and elimination of duplicative systems.

The end result of the LoB efforts will be to save taxpayer dollars, reduce administrative burdens, and significantly improve information management services across the government.

#### Performance Objective 4:

Reduced cost of government operations

- Continue active partnership in the E-Government, Line of Business, and Smart BUY initiatives in order to effectuate cost reductions across the government
- o Identify existing DOE investments that align to government-wide initiatives and implement migration and alignment plans

Streamlined delivery of services and products to the customer

 Work with customers and federal agency partners to identify ways to more efficiently provide services and information

Standardized business processes across Agencies

- o Collaborate with similar mission agencies to develop joint efforts and promote best practices across the Federal Government
- o Continue to transition to Internet Protocol Version 6 (IPv6) capable technology

Performance Objective expectations

Performance measures	Quality Expeciations
a) Completeness	Deliverables will be 100% complete
b) Accuracy	Deliverables will be 160% accurate
c) Effectiveness	All deliverables must contribute to the overall success of the task
d) Timeliness	All deliverables will be on time and within schedule

# 3.1.5 Functional Area 5 - Information Technology Workforce Initiative

Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

DOE/CIO recognizes the strategic management challenge required to hire and retain a highly skilled IT workforce and is working to address the criticality of strengthening human capital as a driver for organizational effectiveness. The PMA has identified a specific human-capital initiative that is directed toward aligning a professional workforce in support of a Department's mission, goals, and strategies. DOE has developed recruitment requirements to focus efforts on identifying qualified candidates who are easily able to adapt to changes brought about by new technologies. In addition, initiatives have been implemented that focus on maximizing employee performance by instituting development programs and enrichment opportunities that motivate and inspire employees.

DOE/CIO will continue to strive to maintain a high-performing workforce through enrichment opportunities, comprehensive training programs, leadership development, and an open culture that promotes the sharing of intellectual capital and demonstrates high standards of integrity for employees. Because of competitive sourcing and constantly emerging technologies, a workforce must be maintained that is both easily adaptable and highly skilled in mission critical competencies.

#### Performance Objective 5:

- Align workforce skills with DOE missions and priorities
- Implement a new performance-management system to better recognize and reward superior performance ensuring a high-performing and accountable workforce
- Implement a performance framework for accountability at the employee level maximizing employee performance by instituting development programs and enrichment opportunities that motivate and inspire employees.

Performance Objective Expectations

Per emission measures	Charles Constitution
a) Completeness	Deliveracies will be 100% complete
D Accuracy	Callyonalisa vill so 100% accultate
c) Effectiveness	All deliverables must contribute to the overall success of the task
d) Timeliness	All deliverables will be on time and within schedule

# 3.1.6 Functional Area 6 - Implement the Most Effective Organization

Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

DOE defines and implements policies, procedures and guidelines to ensure efficient, economical and effective information management planning, acquisition and management in support of its mission and guidelines.

The President and the Secretary of Energy have tasked the Department to become more efficient and effective. One of the ways to accomplish this objective is through competitive sourcing and public-private competitions conducted via an OMB Circular A-76, Performance of Commercial



Activities and its revised supplemental handbook. The purpose of the A-76 process is to determine whether government employees or the private sector should perform commercial activities.

The OCIO had been designated the functional leader for the A-76 study of the Department's information technology activities. The CIO was charged with the responsibility of conducting the study of all IT functions in program offices at Headquarters and in the field. In 2006, an MEO solution was selected and the OCIO began preparing to stand up an oversight organization. Contractor support is required to assist with this endeavor which will include analytical consulting management support in the development, approval, and implementation of a residual organization (RO) that will provide monitoring, direction, evaluation and oversight activities of the IT Service Provider.

# Performance Objective 6:

- Assist with development of information management policies which promote best business practices while complying with appropriate laws and regulations.
- Assist Management with developing operational efficiencies and process improvements by leveraging new technologies.
- Assist Management by monitoring and auditing activities to ensure appropriate and costeffective information protection measures are applied and share lessons learned
  throughout the Department.
- Provide organizational consulting management support with the implementation of a residual organization.

Performance Objective Expectations

Partoma ce measures	Quality Expectations
a) Completeness	Deliverables will be 100% complete
b) Accuracy	Deliverables will as 100% accurate
c) Effectiveness	All deliverables must contribute to the overall success of the back
d) Timeliness	All deliverables will be on time and within schedule

#### 3.1.7 Contractor Deliverables

Each Task Assignment will outline all deliverables and due dates and are task specific. (See attached sample task assignment form).

#### 4.0 SECURITY

The contractor shall ensure that all DOE documents and software processed under this contract, and the information contained therein, are protected from unauthorized use and mishandling by assigned personnel. Controlled documents must be stored in a government approved storage container when not under the direct control or in the possession of authorized personnel. The contractor shall treat any information developed on security vulnerabilities and any Government provided sensitive documents as "limited official use" information. The contractor shall follow

any applicable DOE orders and/or manuals. Some task assignments may require a non-disclosure form to be signed by all contractors assigned to that task.

The contractor shall not provide any government documents, information or licensed material in any form to sources not authorized by DOE without the written approval of the COR during the period of this contract or any time afterwards. Execution of nondisclosure statements may be required.

The contractor must have approval from the Department of Energy prior to granting access to the applications. Further, the contractor shall have in place security measures and controls to minimize the potential for information compromise via intentional system penetration.

4.1 Information Technology (IT) Ownership. At the expiration of the Contract all documentation and IT information contained on the contractor IT equipment will be copied and delivered to the government. After delivery and acceptance by the DOE of these files and documents, the contractor will ensure that remaining copies of those products in their possession will be degaussed, destroyed and sanitized.

Performance Measures	Quality Expectations
a) Completeness	Deliverables will be 100% complete.
b) Accuracy	Deliverables will be 190% accurate.
c) Effectiveness	All deliverables must contribute to the overall success of the Task.
d) Timeliness	All deliverables will be on time and within schedule.

# 4.2 Other Security Requirements

# 4.2.1 Security/FOCI (DOE F 5634.2)

The Contractor must be able to pass DOE's Security requirements and meet the following Department of Energy Acquisition Regulation (DEAR) Clauses, these clauses must be in the Prime Contractors' sub-contracts if their partners are to do work requiring clearances:

DEAR 952.204-2 Security Requirements DEAR 952.204-70 Classification DEAR 952.204-73 FOCI (Solicitations)

4.2.2 Miscellaneous Security

Each task assignment will establish the need for a Security Clearance "Q" or whatever clearance requirement meets its unique requirements and needs (see attached DOE form).

The contractor will be required to assign a Facility Security Officer (FSO) to this contract. That person will be responsible for all security-related activity associated with this contract. This will include, but not limited to, the annual security refresher briefing, notifying the COR and Headquarters Security Officer (HSO) of new badge requirements and when a contractor staff

member is no longer with the contract, processing of required paperwork for Q clearances (if required), etc.

# 4.2.3 Organizational Conflict of Interest

The Contractor must be free of any and all Organizational Conflict of Interest as outlined in the following government acquisition regulations:

Department of Energy Acquisition Regulation (DEAR):

- Part 952.209-70, Organizational Conflicts of Interest-Disclosure or Representation
- Part 952.209-72, Organizational and Consultant Conflict of Interest
- Part 952:209-8, Organizational Conflicts of Interest-Disclosure
- Part 909.5, Organizational and Consultant Conflict of Interest

## 5.0 GOVERNMENT FURNISHED RESOURCES

5.1 Government Furnished Equipment - The Contractor is responsible for providing all office space, tools, equipment and/or supporting service (i.e. cell phones, pagers, hand held communication devices, computers, etc.), and fully trained staff to support the task assignment requirements. If OCIO/DOE requires staff support that has specific training unique to the Program Office, DOE may provide the training or establish the requirement as an ODC. This will be task assignment specific.

The Government may provide office space, desk, chair, Internet connections, phone and shared FAX for on-site contractors. Government computer equipment may be provided or considered if available. All Government resources shall be returned to the Government at the completion of each task assignment as required.

#### **6.0 ADMINISTRATIVE MATTERS**

#### 6.1 Travel and Per Diem

Completion of requirements under this contract will require the contractor to travel within the Washington, D.C., metropolitan area and the Germantown, Maryland area. The Government will not be required to reimburse the contractor for local travel. Some long distance (TDY) travel may be required. Such travel must be approved in advance by the OCIO Task Assignment Monitor and will be task assignment specific.

#### 6.2 Hours of Work

All effort shall be performed normal work hours within the normal work week unless otherwise directed in the task assignment.

# 7.0 PERFORMANCE BASED QUALITY ASSURANCE SURVEILLANCE PLAN

A surveillance plan will be included in each task assignment and will establish the government Objective(s), Performance Measures and Quality Expectations. These requirements are identified

#### 8.0 GLOSSARY

This provides definitions of words, phases, or acronyms used in the Performance Work Statement or task assignment, particularly those that might result in misinterpretation during execution of the work.

**ADA** Antideficiency Act

ASRB - Annual Security Refresher Briefing

**CO** Contracting Officer

CIO Chief Information Officer

**COTS** Commercial off-the-shelf

**COR** Contracting Officer's Representative

CYBER SECURITY Computer security

DRUH Direct Productive Labor Hours

**DOE** Department of Energy

**DEAR** Department of Energy Acquisition Regulation

ENTERPRISE WIDE Department of Energy-wide

EVMS Earned Value Management System

FAR Federal Agguisition Regulation

Fasteral Acquisition Streamlining Act

EGGI Foreign Ownership/Controlling Interest

F80 - Facility Security Officer

FX Flacel year

**G&A** General and Administrative

GISTA Government information Security Reform Act of 2000

GRE Government Furnished Equipment

Government Furnished Information

GER Government Furnished Property

Gevernment Management and Reform Act of 1994

1974. Government Performance and Results Act of 1993

HSQ Headquarters Security Officer

**I** Information Technology

**IV&V** Independent Verification and Validation

Lob Line of Business LOE - Level of Effort

M&O Management and Operating

**MEO** Most Efficient Organization

NIE Not to Exceed

**OBJECTIVE** The objective(s) support a general goal, and can be used to help assess whether a general goal was or is being achieved. An Objective usually describes a more specific level of achievement than a general goal.

OCI Organizational and Consultant Conflict of Interest

OCIO Office of the Chief Information Officer

ODC Other Direct Costs. Non-labor expenses.

OMB Office of Management and Budget

PERFORMANCE INDICATOR A particular value or characteristic used to measure output or outcome.

PERFORMANCE MEASURE A performance goal or performance indicator

PMA - President's Management Agenda

POP – period of performance

<u>CUALITY EXPECTATIONS</u> The targeted level or range of levels of performance/ expectation for each performance measure,

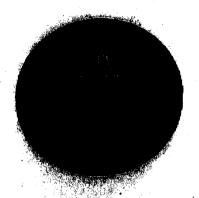
PW3 Performance-based Work Statement

**RO** Residual Organization

SP Service Provider

**R&D** Research and Development

# Office of Chief Information Officer U.S. Department of Energy



# QUALITY ASSURANCE SURVEILLANCE PLAN

Contract Number: (DE-AC01-07IM00170)

1 SOURCE CONSULTING, Inc.

# Method of Surveillance

# Performance Objective /Performance Measures/Quality Expectations

Quality expectations and performance requirements in this Plan are expressed in the following manner:

Each requirement will contain the following three elements, and when taken together these elements constitute the Surveillance Plan.

- Performance Objective A statement of the outcome or results expected in a specific task area.
- Performance Measures The critical few characteristic or aspects of achieving the objective that will be monitored by the Government, those things that the Government will be gathering data about. Each objective may have one or more measures.
- Quality Expectations The targeted level or range of levels of performance/expectation for each performance measure.

Required Service: DOE has established the required service in both the performance objective and the quality expectations. Task/Subtask Order will address specific objectives the service provider must meet.

Standards: The service provider shall provide deliverables established within the task assignments, inline with the performance measures and the level of quality expectation as established within this surveillance plan.

Maximum Error Rate: This Surveillance Plan, Quality Expectation sets the quality assurance requirement of the contractor.

Method of Surveillance: The Task/Sub-Task Monitor(s) and the DOE Contracting Officer Representative (COR) will review the performance of the service provider on a six month time frame or at the end of each Task/Subtask Order which ever comes first. A written evaluation will be provided to the Contracting Officer and the COR for the files.

Remedy: DOE/IM-1 and service provider will work closely to improve performance, enhance reliability, ensure compliance, meet deliverable schedules, and any additional requirement outlined that might be specific to each task or sub-task assignment. Failure to meet performance measure will result in the contractor correcting deficiencies at ne additional cost to the Department of Energy.

The performance objectives covered in subtask order have the following performance measures and expectations:

Portomance Measures	Gually Experience
a) Completeness	Deliverables will be 100% complete.
b) Acsumey	Conversion will be 100% accurate
c) Effectiveness	All deliverables must contribute to the overall success of
	the sub-lack.
d) Timeliness	All deliverables will be on time and within schedule.

# FOI FEE COMPUTATION WORKSHEET

THIS WORKSHEET ASSESSES CHARGES ON FOIA REQUESTS FROM COUSE REQUESTERS. FOR OTHER CATEGORIES OF REQUESTERS, REFERENT 1004, SECTION 1004.9.	OMMER R TO 10	RCIAL CFR
FOI NUMBER: 2009-000327		
FOI NUMBER: 2009-000327 FOI REQUESTER: INPUT - ynonica Jones		
CASEWORKER: PhyllisMorgan, MA-64.1		
BREAKDOWN OF FEES ASSESSED		
DUPLICATION FEE CALCULATION:		
Pages X \$.05 / Page	= .	485

# **LABOR RATE CALCULATION**

Annual Salary/2080 hours = Base Hourly Rate = \$

Base Hourly Rate X 1.16 = Loaded Hourly Rate = \$

# SEARCH FEE CALCULATION:

 $\frac{14}{14}$  Hours X  $\frac{553}{25}$  Loaded Hourly Rate =  $\frac{13.83}{15.83}$ 

# **REVIEW FEE CALCULATION:**

= <u>\$</u> 69.14 = <u>\$</u> 87.84 1 Hours X \$55.25 Loaded Hourly Rate

# TOTAL DUPLICATION, SEARCH AND REVIEW FEES:

This is \_\_\_\_ an initial estimate or X the final computation.



# **Department of Energy**

Washington, DC 20585

JUL 0 7 2009

#### **CERTIFIED MAIL**

**INPUT** 

Attn: Monica Jones 11720 Plaza America Drive, 12<sup>th</sup> Floor

Reston, VA 20190

Dear Ms. Jones:

This letter is in response to your request, INPUT FOIA ID 17830, for information that you sent to the Department of Energy (DOE), under DOE FOIA Number 2009-000327, made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. 552. You requested clearly releasable portions of the documents regarding contract DE-AC01-07IM00170 awarded IT Management Support Services requirement. Specifically, you requested copies of the following information/documents:

• Awarded contract. All related attachments and modifications (to include Sections B and C).

We have completed our search and review of Contract DE- AC01-07IM00170, with 1 Source Consulting, Inc. The information you requested is being provided to you with certain information withheld pursuant to Exemption 4 of the FOIA, 5 U.S.C. 552(b)(4).

Exemption 4 protects "trade secrets and commercial or financial information obtained from a person and is privileged or confidential." Information that is required to be submitted by a person is "confidential" for purposes of Exemption 4 if disclosure is likely to either: (1) impair the Government's ability to obtain necessary information in the future or (2) cause substantial harm to the competitive position of the person from whom the information was obtained. Portions deleted from the documents enclosed contain "commercial" or "financial" information that relates to business activities. Labor rates and other specific cost information have been deleted as they refer specifically to proprietary information relating to costs, resource allocation and expert personnel. In addition, proprietary business strategy, organization information and confidential client information has also been redacted. The release of rates of specific employees and costs of specific services would disclose the firm's organizational structure and its approach to analyzing and responding to various requirements. Disclosure of the information would also reveal the firm's capabilities, available resources and methods of allocating them. Such information would give competitors an advantage in the future by providing insight on resources available to the submitter and the method used to respond to a solicitation. The release of confidential client information would also cause substantial harm to the firm's competitive position. For these

reasons the information is being withheld.

To the extent permitted by law, the DOE pursuant to Title 10, Code of Federal Regulations (CFR), Section 1004.1, will make available records that it is authorized to withhold under the FOIA when it determines that such disclosure is in the public interest. The discretionary disclosure of the information withheld under Exemption 4 could constitute a violation of the Trade Secret Act, 18 U.S.C. 1905, unless its release is otherwise authorized by law. Since there is no DOE regulation or statutory authority currently in effect that constitutes an "authorization by law" for the release of the information falling within Section 1905, discretionary release of the material exempt under Exemption 4 is prohibited.

The exemption also protects the interest of both the government and submitters of information. Its existence encourages submitters to voluntarily furnish useful commercial or financial information to the government and it correspondingly provides the government with an assurance that such information will be reliable.

Pursuant to 10 CFR 1004.7 (b)(2), I am responsible for the determination to withhold the information under Exemptions 4.

Pursuant to 10 CFR 1004.8, you may challenge the determination to withhold information from the responsive documents by submitting a written appeal to the Director, Office of Hearings and Appeals, L'Enfant Plaza Building, U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615.

The written appeal, including the envelope, must clearly indicate that a Freedom of Information Act appeal is being made. The appeal also must contain all the elements required by 10 CFR 1004.8. Judicial review will thereafter be available to you may challenge the determination to withhold information from the responsive documents by submitting a written appeal to the Director, Office of Hearings and Appeals, L'Enfant Plaza Building, U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615.

The costs incurred to process the request were \$87.84. The Department will be requesting payment for this charge under a separate letter.

Sincerely,

Phyllis Morgan, Procurement Analyst

Office of Headquarters Procurement Services

Corporate Services Office

**Enclosure** 

# Withheld Information

FOIA 2009-000327 Contract Number DE-AC01-07IM00170 1 Source Consultants, Inc. Requester FOIA ID 17830

### **Modification 015**

Page 1
Block 14, Line Item Ceiling Value

Page 2
Line Item Values

#### **Modification 014**

Page 1

Block 14, Line Item Ceiling Value

## **Modification 013**

Page 1

Labor Rates Line Item Labor Costs ODC

#### **Modification 012**

Page 2

Line Item Values

Page 3

**Labor Rates** 

# **Modification 011**

Page 2

Labor Rates

#### **Modification 010**

Page 2

Line Item Values

Page 3

Line Item Values

Page 5

Line Item Labor Costs

ODC

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Modification 009
Page 2
      Line Item Values
Page 3
      Line Item Labor Costs
      ODC
Modification 008
Page 1
      Line Item Value
Page 2
      Line Item Values
Page 3
      Line Item Values
Page 4
      Line Item Values
Page 5
      Line Item Values
Page 6
      DPLH, Labor Rates, Line Item Value
Page 7
      DPLH, Labor Rates, Line Item Value
      Line Item Labor Costs
      ODC
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#### **Modification 007**

Page 2

DPLH, Line Item Labor Costs, ODC

#### **Modification 006**

Page 2

Line Item Labor Costs, ODC

# **Modification 005**

Page 1

Line Item Value

Page 2

Line Item Values

Line Item Labor Costs

ODC

Page 3

DPLH, Labor Rates

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Page 10
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Not to Exceed Daily Rate of Consultant Not to Exceed Consultant total contract value

Page 11

Not to Exceed DPLH

#### **Modification 004**

Page 1

Line Item Value

Page 2

Line Item Labor Costs, ODC

#### **Modification 003**

Page 1

Line Item Value

Page 2

**Labor Rates** 

Consultant Rate

Line Item Labor Costs, ODC

#### **Modification 002**

Page 1

Line Item Value

Page 2

**ODC** 

Line Item Labor Costs, ODC

## **Modification 001**

Page 1

Line Item Value

#### **Award Contract A000**

Page Numbered 2

**DPLH** 

Page Numbered 3

Total Ceiling Labor DPLH

G&A Expense/Profit Rate

Page Numbered 4

Off-Site Labor Rates

Line Item Ceiling Value

Line Item Labor Costs

**ODC** 

NTE Line Item Ceiling Costs

Page Numbered 6 DPLH

Option 2 Line Item Ceiling Price
Page Numbered 14
Not to Exceed Consultant Daily Rate
Not to Exceed Consultant Total Value

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14. DESCRIPTION OF AMENDMENT/MODIFICATION	N (Organized by UCF sec	ction headings, inclus	ling solicitation/contract subject ma	stler where feasibi	a.)
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Except as provided herein, all terms and conditions of	the document referenced	d in item 9A or 10A, a	es heretolore changed, remains un	changed and in ful	force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		* .	16A. NAME AND TITLE OF CON	TRACTING OFFIC	ER (Type or print)
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15B. CONTRACTOR/OFFEROR	15C.	DATE SIGNED	16B. UNITED STATES OF AMERI	CA	16C. DATE SIGNED
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NAME OF OFFEROR OR CONTRACTOR

1 SOURCE CONSULTING INC.

ITEM NO.	SUPPLIES/SERVICES	QUANTIT	UNIT	UNIT PRICE	AMOUNT
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014	04/07/200	9	9IM000461		K= 1	
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SOURCE CONSULTING INC					·	
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The above numbered solicitation is amended as set				∏is extended	d, is not extended.	
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appropriation date, etc.) SET FOR	TH IN ITEM 14, PC	URSUANT TO THE AUT	HORDIT OF PAR 49 109(b)		<u> </u>	
C. THIS SUPPLEMENTAL AGREEME	ENT IS ENTERED	INTO PURSUANT TO A	LITHORITY OF:			
D. OTHER (Specify type of modification	on and authority)					· .
	<del>,</del>					
E. IMPORTANT: Contractor 🗵 is not,	☐ is required	to sign this document an	d return 0 copie	s to the issuing offi	ice	
14. DESCRIPTION OF AMENDMENT/MODIFICATION	N (Organizad by L	UCF section headings, in	cluding solicitation/contract subject mat	ter where feasible.	•)	
1. The Department of Energy						
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will change from IM-12 to	IM-I3.	•				
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Extend the Term of the Cor		Option Peri	.oa			
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3. The Ceiling Value is he	ereby inc	reased by				
state from \$	to					
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Continued						
Except as provided herein, all terms and conditions of	of the document re	ferenced in Item 9A or 10	IA, as heretofore changed, remains und	hanged and in full	force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)			16A NAME AND TITLE OF CONT	RACTING OFFICE	ER (Type or print)	
•	-		Albert A. Manley			
	<u>-</u>	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC	CA .	16C. DATE SIGNED	<del>,</del>
15B. CONTRACTOR/OFFEROR		ISO. DATE SIGNED	i i			
	·		Signature on File	and the second s	04/13/2009	9
(Signature of person authorized to aign)		<u> </u>	(Signature of Contra		ANDARD FORM 30 (REV. 10-83)	
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**CONTINUATION SHEET** 

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DE-AC01-07IM00170/014

PAGE 2

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTII	YUNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	( <b>F</b> )
<u> </u>	4.Period of Performance: The period of performance is extended to April 30, 2010. The new period of performance is from May 1, 2008 through April 30, 2010.				
	All other terms and conditions remain unchanged and in full force and effect. Subj to Retent: NO Period of Performance: 05/01/2008 to 04/30/2010				
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E DEPARTMENT OF ENERGY
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000 INDEPENDENCE AVE SW
ASHINGTON DC 20585  BA AMENDMENT OF SOLICITATION NO.
BA, AMENDMENT OF SOCICIATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC01-07IM00170
108. DATED (SEE ITEM 11)
05/01/2007
NDMENTS OF SOLICITATIONS
icitation or as amended, by one of the following mathods: (a) By completing agreement of this amendment on each copy of the offer submitted; or (c) By A FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT
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Except as provided herein, all terms and conditions of the documents.  15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER	(Type or print)	
		Albert A. Manley	<u> </u>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	168. UNITED STATES OF AMERICA	16C. DATE SIGNED	
	<u>l</u>	Signature on File	04/02/2009	
(Signature of person authorized to algn)		(Signature of Contracting Officer)		
NON TRACTOR ASS SOTTO		STANDARD FORM 30 (REV. 10-83)		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

- 1. Summary. The purpose of this Modification is to:
  - 1. Add new labor rates under Option year 2 and Option year 3
  - 2. Add Position Description (Attachment A).

Accordingly,

Clause B.4, "Direct Labor Rates" is revised to include the following:

Description-Labor	Option Year 2	Option Year 3
Sr. Principal Consultant		

The rates indicated for each year of the contract shall apply to all DPLH provided that respective year of the contract.

3. Redirect Section from Labor task 07-IM2-001 to the ODC Pool.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfinded NTE Ceiling:

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Total	II.	<u> </u>	<b>J1</b> ,	113,210.76	<u> </u>		

Camplative Obligations		essential and a second
Mile	Mod Tatal	Total Collections
AUD	\$ 75,000,00	\$ 750000
AUU	\$ 276,518.92	<b>35 37 3 3</b>
AUZ	\$ 103,500.00	\$ 4550 6.72
AUT	\$ 250,000.00	\$ 70 00 000
1		\$ 70000000
M	\$ -	\$ 70.00
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VOIZ	\$	\$ 70 00 02
Auto	\$ 500,000.00	\$ 1,20,301,32
ACRE	\$ 250,000.00	\$ 1,455,016.92
A010	\$ 60,000.00	\$ 1,515,018.92
M011	<b>S</b> -	\$ 1,515,018.92

# DE-AC01-07IM000170 Mod 013

M012	\$	<b>-</b>	\$ 1,515,018,92
M013	\$		\$ 1,515,018.92

Task Allocation of Obligated Funds:

Task	Prior Obligation	Current Revision	Revised Total
07-13/11-001	\$ 829.718.92	<b>s</b> -	\$ 829,718.92
0724702001	s e	\$	\$
03-71783-00 J	\$ 10,000,00		\$ 10,000.00
08-H C 40-001	\$ 50,000.00		\$ 50,000.00
07-1M01-A	\$ 33,500.00		\$ 33,500.00
08-IM11-001	\$ 300,000.00		\$ 300,000.00
ODC	\$ 53,800.00	\$	\$
Total:	\$	\$ -	\$

All other terms and conditions of contract DE-AC01-07IM00170 remain unchanged and in full force and effect.

# **Position Description**

# (ii) The proposed labor category.

Labor Category Description: Senior Principal Consultant

Education and Experience Requirements:

Experience of fifteen (15) years or more and a Bachelor's degree or higher, preferably in a business related field or Public Administration. Experience required in organizational behavior and organizational development providing consulting to senior managers or executives on company-wide strategy implementation; designing, conducting, and leading organizational workshops and seminars; performing benchmark studies; creating unique procedures and methods to support implementation of an approved strategy or business change or improvement; conducting training sessions; providing mediation and facilitation services and executive coaching.

Functional Responsibility:

a. Provide consulting to agency directors and senior level managers on implementation of agency wide strategy development, implementation and process improvement initiatives. Possess extensive experience in group collaboration and one-on-one executive coaching to organization leaders.

b. Design, organize, lead and conduct executive level workshops, seminars, training

sessions and facilitation.

c. Tailor strategy development, implementation and quality improvement courses and workshops for an agency to meet its specific or unique needs.

d. Design, organize, lead and conduct pilot programs for an organization or agency.

e. Create original and innovative models and techniques to facilitate strategy development, implementation and process improvement efforts.

f. Manage an agency's strategy development, implementation, organizational change, process improvement, personnel development, organizational development and training efforts.

g. Give lectures, speeches or write original articles or documents relating to strategy development and implementation

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DE-AC01-07IM00170 Mod 012 Page 2

The purpose of this administrative Modification is to revise the labor category table in Modification 011 to include the subcontractor "Acquisition Solutions" in the labor category table. The new labor category table will look as follows:

Contractor	Description-Labor Category	Base Year	Option Year	Option Year 2
Acquisition Solutions	Executive	N/A	And the second second	N/A
Acquisition Solutions	Sr. Consultant	N/A	\$	N/A

The rates indicated for each year of the contract shall apply to all DPLH provided that respective year of the contract.

All other terms and conditions of contract DE-AC01-07IM00170 remain unchanged and in full force and effect.

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Except as provided herein, all terms and conditions	of the document ref	erenced in Item 9A or 1	OA, as heretofore changed, remains unchanged	d and in full forc	e and effect.	
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FOR OFFICIAL USE ONLY

The purpose of this Modification is to add new labor rates under Option year 1 of contract DE-AC01-07IM00170.

Accordingly,

1. Clause B.4, "Direct Labor Rates" is revised to include the following:

Description-Labor Category	Base Year	Option year 1	Option year 2
Executive	N/A	\$	N/A
Sr. Consultant	N/A	\$ 1	N/A

The rates indicated for each year of the contract shall apply to all DPLH provided that respective year of the contract.

2. All other terms and conditions of contract DE-AC01-07IM00170 remain unchanged and in full force and effect.

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ATTENTION FIRST LAST ROUTE 19901 GERMANTOWN ROAD GERMANTOWN MD 20874-1290  Mark For: OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows (amount shown is the total amount):	ATTENTION FIRST LAST ROUTE 19901 GERMANTOWN ROAD GERMANTOWN MD 20874-1290  Mark For:     OFFICE OF HQ PS HQ     US DEPARTMENT OF ENERGY     OFFICE OF HRADQUARTERS PROCUREMENT     MA-64     1000 INDEPENDENCE AVE SW     WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows (amount shown is the total amount):  THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is: Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM0000027, 08IM0000176,	(F)
ATTENTION FIRST LAST ROUTE 19901 GERMANTOWN MODO GERMANTOWN MO 2074-1290  Mark For:     OFFICE OF HQ FS HQ     US DEPARTMENT OF ENERGY     OFFICE OF HG PS HQ     US DEPARTMENT OF ENERGY     OFFICE OF HGADQUARTERS PROCUREMENT     MA-64     1000 INDEPENDENCE AVE SW     WASHINGTON DC 20585  FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows (amount shown in the total amount):  THE FURPOSE OF THIS CONTRACT IS TO PROVIDE THE     DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF     INFORMATION OFFICER WITH II MANAGEMENT SERVICES.     Line item value is:     Incrementally punded Ambunt: \$1,515,018.92     Requisition No: 081M000027, 081M000176, 081M000229, 081M000242  Amount: \$1     Accounting Info:     OSSO-2005-60-301802-25200-1713243-0000000-0000000     -000000-000000 Fund: 00500 Appr Year: 2005     Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713243 Project: 0000000     Funded: \$0.00     Accounting Info:     Pund: 01050 Appr Year: 2008 Allottee: 60 Report     Entity: 301802 Object Class: 25200 Program:     1713239 Project: 0000000 WFO: 0000000 Local Use:     0000000     Funded: \$0.00     Accounting Info:     Pund: 00650 Appr Year: 2008 Allottee: 68 Report     Entity: 301801 Object Class: 25200 Program:     3144753 Project: 0000000 WFO: 0000000 Local Use:     0000000     Funded: \$0.00     Accounting Info:     Pund: 00650 Appr Year: 2008 Allottee: 68 Report     Entity: 302166 Object Class: 25200 Program:     3144753 Project: 0000000 WFO: 0000000 Local Use:     0000000     Funded: \$0.00 Accounting Info:     Fund: 01650 Appr Year: 2008 Allottee: 60 Report     Entity: 302166 Object Class: 25200 Program:     3144753 Project: 0000000 WFO: 0000000 Local Use:     0000000	ATTENTION FIRST LAST ROUTE 19901 GERMANTOWN ROAD GERMANTOWN MD 20874-1290  Mark For:     OFFICE OF HQ PS HQ     US DEPARTMENT OF ENERGY     OFFICE OF HRADQUARTERS PROCUREMENT     MA-64     1000 INDEPENDENCE AVE SW     WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows(amount shown is the total amount):  THE FURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is: Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176,	
19901 GERMANTOWN MO 20874-1290  Mark For:     OFFICE OF HQ PS HQ     US DEPARTMENT OF ENERGY     OFFICE OF HEADQUARTERS PROCUREMENT     MA-64     1000 INDEPENDENCE AVE SW     WASHINGTON DC 2088 FOR: Destination     Period of Performance: 05/01/2007 to 04/30/2009     Change Item 00001 to read as follows (amount shown is the total amount):  THE FURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is:  Incrementally Funded Amount: \$1,515,018.92 Requisition No: 081M000027, 081M000176, 081M000229, 081M000242  Amount: 8  Accounting Info:     00650 Appr Year: 2005     Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713243 Project: 0000000 WFO: 0000000 Local Use: 0000000     Punded: \$0.00     Accounting Info:     Fund: 01850 Appr Year: 2008 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 171339 Project: 0000000 Local Use: 0000000     Funded: \$0.00     Accounting Info:     Fund: 01850 Appr Year: 2008 Allottee: 68 Report Entity: 301802 Object Class: 25200 Program: 171339 Project: 0000000 MFO: 0000000 Local Use: 0000000     Funded: \$0.00     Accounting Info:     Fund: 00650 Appr Year: 2008 Allottee: 68 Report Entity: 303601 Object Class: 25200 Program: 3144753 Project: 0000000 MFO: 0000000 Local Use: 0000000     Punded: \$50,000.00     Accounting Info: Fund: 00650 Appr Year: 2008 Allottee: 60 Report Entity: 302166 Object Class: 25200 Program: 3144753 Project: 0000000 MFO: 0000000 Local Use: 0000000     Punded: \$50,000.00     Accounting Info: Fund: 00650 Appr Year: 2008 Allottee: 60 Report Entity: 302166 Object Class: 25200 Program: 2221514 Project: 0000000 MFO: 0000000 Local Use: 0000000	19901 GERMANTOWN ROAD GERMANTOWN MD 20874-1290  Mark For: OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows (amount shown is the total amount):  THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is: Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176,	
Mark FOI: OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009 Change Item 00001 to read as follows (amount shown is the total amount):  THE FURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF IMPORTATION OFFICER WITH IT! MANAGEMENT SERVICES. Line item value is: Incrementally Punded Amount: \$1,515,018.92 Requisition No: 081M000027, 081M000176, 081M000229, 081M000242  Amount: \$ Accounting Info: 00650-2005-60-301802-25200-1713243-0000000-00000000 -0000000-000000 Fund: 00650 Appr Year: 2005 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713243 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01650 Appr Year: 2008 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713239 Project: 0000000 WFO: 0000000 Local Use: 0000000 Punded: \$0.00 Accounting Info: Fund: 00650 Appr Year: 2008 Allottee: 68 Report Entity: 303601 Object Class: 25200 Program: 171373 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50,000.00 Accounting Info: Fund: 00650 Appr Year: 2008 Allottee: 60 Report Entity: 303601 Object Class: 25200 Program: 171473 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50,000.00 Accounting Info: Fund: 01650 Appr Year: 2008 Allottee: 60 Report Entity: 302166 Object Class: 25200 Program: 2221514 Project: 0000000 WFO: 0000000 Local Use: 0000000	GERMANTOWN MD 20874-1290  Mark For: OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows (amount shown is the total amount):  THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is: Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176,	
Mark FOR: OFFICE OF HG PS HO US DEFARMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINSTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009 Change Item 00001 to read as follows (amount shown is the total amount):  THE FURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEFARMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is: Incrementally Funded Amount: \$1,515,018.92 Requisition No: 081M000027, 081M000176, 081M000229, 081M000242 Amount: \$2 Amount: \$2 Amount: \$6 Ancounting Info: 000500-2005-60-301802-25200-1713243-0000000-00000000 -0000000-000000 Fund: 00550 Appr Year: 2005 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713243 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01050 Appr Year: 2008 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713243 Project: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 00550 Appr Year: 2008 Allottee: 68 Report Entity: 303601 Object Class: 25200 Program: 3144753 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50,000.00 Accounting Info: Fund: 00550 Appr Year: 2008 Allottee: 60 Report Entity: 30266 Object Class: 25200 Program: 3144753 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50,000.00 Accounting Info: Fund: 00550 Appr Year: 2008 Allottee: 60 Report Entity: 302166 Object Class: 25200 Program: 2221514 Project: 0000000 WFO: 0000000 Local Use: 0000000	Mark For: OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows (amount shown is the total amount):  THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is:\$ Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176,	
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US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINATON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009 Change Item 00001 to read as follows (amount shown is the total amount):  THE FURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF EMERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is:6 Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176, 08IM000229, 08IM0000242  Amount: \$ Accounting Info: 00650-2005-60-301802-25200-1713243-0000000-0000000 -000000-000000 Fund: 00650 Appr Year: 2005 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713243 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01050 Appr Year: 2008 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713239 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 00650 Appr Year: 2008 Allottee: 68 Report Entity: 301802 Object Class: 25200 Program: 3144753 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50.00 Accounting Info: Fund: 00650 Appr Year: 2008 Allottee: 68 Report Entity: 303601 Object Class: 25200 Program: 3144753 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50,000.00 Accounting Info: Fund: 01650 Appr Year: 2008 Allottee: 60 Report Entity: 302160 Object Class: 25200 Program: 2221514 Project: 0000000 WFO: 0000000 Local Use: 0000000	US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows(amount shown is the total amount):  THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is:\$ Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM0000176,	
OFFICE OF HEADQUARTERS PROCUEEMENT MA-64 1000 INDEPENDENCE AVE SW WASHINSTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009 Change Item 00001 to read as follows (amount shown is the total amount):  THE FUNFOSE OF THIS CONTRACT IS TO PROVIDE THE DEFRARMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is:  Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176, 08IM000229, 08IM000249, 08IM0000176, 08IM000229, 08IM000027, 08IM000176, 00SD0-2005-60-301802-25200-1713243-0000000-0000000 -000000-0000000 Fund: 00650 Appr Year: 2005 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713243 Project: 0000000 WFO: 0000000 Funded: \$0.00 Accounting Info: Fund: 01050 Appr Year: 2008 Allottee: 60 Report Fund: 01050 Appr Year: 2008 Allottee: 68 Report Fund: 01050 Appr Year: 2008 Allottee: 68 Report Fund: 00550 Appr Year: 2008 Allottee: 68 Report Fund: 00550 Appr Year: 2008 Allottee: 68 Report Fund: 00550 Appr Year: 2008 Allottee: 68 Report Fund: 00550 Appr Year: 2008 Allottee: 68 Report Fund: 00550 Appr Year: 2008 Allottee: 68 Report Fund: 00550 Appr Year: 2008 Allottee: 68 Report Fund: 00550 Appr Year: 2008 Allottee: 68 Report Fund: 00550 Appr Year: 2008 Allottee: 68 Report Fund: 00550 Appr Year: 2008 Allottee: 68 Report Fund: 01550 Appr Year: 2008 Allottee: 68 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 Allottee: 60 Report Fund: 01550 Appr Year: 2008 A	OFFICE OF HEADQUARTERS PROCUREMENT  MA-64  1000 INDEPENDENCE AVE SW  WASHINGTON DC 20585  FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows (amount shown is the total amount):  THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES.  Line item value is: Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176,	
MA-64 1000 IMDEPENDENCE AVE SW WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009 Change Item 00001 to read as follows (amount shown is the total amount):  THE FURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is: Incrementally Funded Amount: \$1,515,018.92 Requisition No: 081M000027, 081M000176, 081M000229, 081M000242  Amount: \$6 Accounting Info: 00550 Appr Year: 2005 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713243 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01505 Appr Year: 2008 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 171329 Project: 00000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01505 Appr Year: 2008 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 171329 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 0650 Appr Year: 2008 Allottee: 68 Report Entity: 303601 Object Class: 25200 Program: 3144753 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50,000.00 Accounting Info: Fund: 01505 Appr Year: 2008 Allottee: 60 Report Entity: 303601 Object Class: 25200 Program: 3144753 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50,000.00 Accounting Info: Fund: 01505 Appr Year: 2008 Allottee: 60 Report Entity: 302166 Object Class: 25200 Program: 2221514 Project: 0000000 WFO: 0000000 Local Use: 0000000	MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows (amount shown is the total amount):  THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is:\$ Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176,	
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WASHINGTON DC 20585 FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009 Change Item 00001 to read as follows (amount shown is the total amount):  THE FURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF EMERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH II MANAGEMENT SERVICES. Line item value is: Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176, 08IM000229, 08IM000242  Amount: \$ Amounting Info: 00550-2005-60-301802-25200-1713243-0000000-00000000 -0000000-0000000 Fund: 00550 Appr Year: 2005 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713243 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01050 Appr Year: 2008 Allottee: 60 Report Entity: 301802 Object Class: 25200 Program: 1713239 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 00650 Appr Year: 2008 Allottee: 68 Report Entity: 303601 Object Class: 25200 Program: 3144753 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50.00 .00 Accounting Info: Fund: 00650 Appr Year: 2008 Allottee: 60 Report Entity: 303601 Object Class: 25200 Program: 3144753 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$50.00 .00 Accounting Info: Fund: 01650 Appr Year: 2008 Allottee: 60 Report Entity: 30360 Appr Year: 2008 Allottee: 60 Report Entity: 302166 Object Class: 25200 Program: 2221514 Project: 0000000 WFO: 0000000 Local Use: 0000000	WASHINGTON DC 20585  FOB: Destination Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows(amount shown is the total amount):  THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES.  Line item value is:\$ Incrementally Funded Amount: \$1,515,018.92 Requisition No: 08IM000027, 08IM000176,	
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Change Item 00001 to read as follows(amount shown is the total amount):  THE FURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF EMERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is: 1	Period of Performance: 05/01/2007 to 04/30/2009  Change Item 00001 to read as follows(amount shown is the total amount):  THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES.  Line item value is:\$  Incrementally Funded Amount: \$1,515,018.92  Requisition No: 08IM000027, 08IM000176,	
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FOR OFFICIAL USE ONLY

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CONTINUATION SHEET	DE-AC01-07IM001	70/010	 <u> </u>	

OF OFFEROR OR CONTRACTOR

SOURCE	CONSULTING INC	·	,		4 4 4 4 4
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT (F)
(A)	(B)	(C)	(D)	(E)	(8)
	Funded: \$10,000.00				
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	Amount: \$		-		
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					OPTIONAL FORM 336 (4-95)

PAGE 3

FOR OFFICIAL USE ONLY PAGE OF MENT BEING CONTINUED REFERENCE NO. OF D **CONTINUATION SHEET** DE-AC01-07IM00170/010 NAME OF OFFEROR OR CONTRACTOR 1 SOURCE CONSULTING INC. AMOUNT UNIT PRICE QUANTITY UNIT SUPPLIES/SERVICES ПЕМ НО. (F) (E) (C) (D) (B) (A) 0000000 Funded: \$0.00

NEN 7540-01-152-8067

OPTIONAL FORM 336 (4-85) Speniosed by GSA FAR (48 CFT) 53.110

- 1. Summary. The purpose of this Modification is to add Task 08-HC20-001 to be performed in accordance with Attachment A and Task 08-NNSA-001 to be performed in accordance with Attachment B. Additionally, this modification increases obligations by \$60,000.00 from \$1,455,018.92 to \$1,515,018.92.
- 2. Period of Performance. The cumulative Delivery Order Period of Performance is August 7, 2008, through April 30, 2009.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

Base Year:

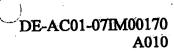
Dase Tour.	Total NTE Ceiling	Total Funding	Unfunded NTE Ceiling
Labor		The second secon	
ODC			
Total:		\$1,515,018.92	

(a) Cumulative Obligations:

∕[od.	Mod Total	Total Chilipations
	\$ 75,000.00	\$ 75,000.00
4000 4001	\$ 276,518.92	\$ 351,518.92
	\$ 103,500.00	\$ 455,018.92
	\$ 250,000.00	\$ 705,018.92
	<b>.</b>	\$ 705,013.92
VOV4	\$ -	\$ 705,018.92
VIII.	<b>S</b> -	\$ 705,018.92
Your	3 -	\$ 705,018.92
<u> 4007</u>	\$ 500,000.00	\$ 1,205,018.92
A0008	\$ 250,000.00	\$ 1,455,018.92
A009 A010	\$ 60,000.00	\$ 1,515,018.92

(b) Task Allocation of Obligated Funds:

Task		ion of Obligated or <b>Obligation</b>	Curre	nt Revision	Re	vised Total
	\$	829,718.92	\$	_	\$	829,718.92
07-1M10-001 07-1M2-001	<u> </u>	238,000.00	\$	-	\$	238,000.00
08-NNSA- 001	s	-	\$	10,000.00	\$	10,000.00
08-HC20-001	\$	-	\$	50,000.00	\$	50,000.00
0.00	•	33,500.00	5	-	\$	33,500.00
07-IM01-A	-	300,000.00	S		\$	300,000.00
08-IM11-001	\$	53,800.00	\$		\$	53,800.00
ODC Total:	3	1,455,018.92	2	60,000.00	\$	1,515,018.92



3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect. This modification is considered to be in the best interest of the Government, to enable cost-effective performance of tasks under the subject contract. Therefore immediate issuance of the subject modification is recommended for approval.

ENDMENT OF SOLICITATION/MO	DIFICATION OF CO	NTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
			TECHNOTION TO MAKE DEC. NO.	1 2 5. PROJECT NO. (If applicable)
MENDMENT/MODIFICATION NO.	3. EFFECTIVE D		REQUISITION/PURCHASE REQ. NO.	or Lunaria ince in mineral
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SUED BY	CODE 00112		. ADMINISTERED BY (If other than Item 6)	00112
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SHINGTON DC 20585			TO AMENDMENT OF BOLICITATION NO	
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SOURCE CONSULTING INC		<u> </u>	<u> </u>	
IN MATT COLLINS			98. DATED (SEE ITEM 11)	
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ITE 575		-	10A. MODIFICATION OF CONTRACT/ORD	ER NO.
NHAM MD 207066201		x	DE-AC01-07IM00170	•
broads a sur and the comment		· }		
		1	10B. DATED (SEE ITEM 11)	
DDE 127896384	FACILITY COD	Œ	05/01/2007	
127896384	44 TURE ITE	M ONEY APPLIES TO AM	ENDMENTS OF SOLICITATIONS	
virtue of this amendment you desire to chain to the solicitation and this amendment, and	ge an offer already submi is received prior to the ope	ining hour and date specif		
ACCOUNTING AND APPROPRIATION D	ATA (If required)		Increase:	\$250,000.00
		1000 1000 1000	THE CONTRACTORDER NO. A.	P DESCRIPTION ITEM 14
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FOR OFFICIAL USE ONLY PAGE ENT BEING CONTINUED REFERENCE NO. OF D 2 CONTINUATION SHEET DE-AC01-07IM00170/009 NAME OF OFFEROR OR CONTRACTOR 1 SOURCE CONSULTING INC AMOUNT UNIT PRICE CUANTITYUNIO SUPPLIES/SERVICES ITEM NO. (F) (D) (E) (C) (B) (A) Change Item 00001 to read as follows (amount shown is the total amount): THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE 00001 DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF INFORMATION OFFICER WITH IT MANAGEMENT SERVICES. Line item value is:\$ Incrementally Funded Amount: \$1,455,018.92 Amount: \$ Amount: 5 Amount: Amount: Amount: Amount:

- 1 Summary. The purpose of this Modification is to provide additional funds in the amount of \$250,000. Total Delivery Order obligations increase by \$250,000.00 from \$1,205,018.92 to \$1,455,018.92.
- 2. Period of Performance. The cumulative Delivery Order Period of Performance is August 7, 2008, through April 30, 2009.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

Base Year:

Total NTE Ceiling

Labor
ODC

Total:

Total Funding
Unfunded NTE Ceiling

S1,455,018-92

2. Funding.

(a) Cumulative Obligations:

Mod	Mod Total	<u>Total Obligations</u>
A000	\$ 75,000.00	\$ 75,000.00
A001	\$ 276,518.92	<b>\$</b> 351,518.92
	\$ 103,500.00	\$ 455,018.92
A002	\$ 250,000.00	\$ 705,018.92
A013	¢ 250,000.00	\$ 705,018.92
M004	•	\$ 705,018.92
M005	•	\$ 705,018.92
M006	<b>.</b>	\$ 705,018.92
A007	\$ 500,000.00	\$ 1,205,018.92
A008		\$ 1,455,018.92
A009	\$ 250,000.00	φ 1, <del>7</del> 33,016.22

(b) Task Allocation of Obligated Funds:

Task	Prior Obligation	<b>Current Revision</b>	Revised Total
07-IM10-001	\$ 579,718.92	\$ 250,000.00	\$ 829,718.92
07-IM2-001	\$ 238,000.00	<b>\$</b>	\$ 238,000.00
07-IM01-A	\$ 33,500.00	<b>\$</b>	\$ 33,500.00
08-IM11-001	\$ 300,000.00	<b>S</b> -	\$ 300,000.00
ODC	\$ 53,800.00	<u> </u>	\$ 53,800.00
Total:	\$ 1,205,018.92	\$ 250,000.00	\$ 1,455,018.92

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect. This modification is considered to be in the best interest of the Government, to enable cost-effective performance of tasks under the subject contract. Therefore immediate issuance of the subject modification is recommended for approval.

15B. CONTRACTOR/OFFEROR  15C. DATE SIGNAL  Signature on File  (Signature of person sufficided to sign)  (Signature of Contracting Officer)  STANDARD FORM 30 (REV.		·	FOR OFFICI	AL USE ONLY			<u> </u>	
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(Signature or particular to signature to sig				Signatu				05/29/2008
	(Signature of person authorized to sign		1		(Signature of Contracting Office		DARD FO	RM 30 (REV. 10-53)
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CONTINUATION SHEET

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PAGE OF

2 5

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	S CONSULTING INC SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	<b>(B)</b>	(C)	(D)	(E)	(P)
	New Total Amount for this Award:				
	Obligated Amount for this Modification:		1 1		
	\$500,000.00	1	1		e.
	New Total Obligated Amount for this Award:	1	1 1		
	\$1,205,018.92	1 .	1 1		
	Incremental Funded Amount Charge	1 .	1 1	•	i
	\$705,018.92 to \$1,205,018.92 Woman Owned: NO Changed to YES	1	1		
	Requisitioner changed	1	1 1		
	from		1 1		}
	Trom		1 1		
	to Cheryl J Bish	1 .	1 1		·
			1 1	•	
	Safety and Health Clause changed to : NO		1 1		
	CHANGES FOR LINE ITEM NUMBER: 1	1	1.1	ı	
	Total Amount changed	ļ			
	from to S Obligated Amount for this modification:	1	1		
	\$500,000.00	1	1		
	Incremental Funded Amount changed from	1		• .	<b>!</b> .
	\$705,018.92 to \$1,205,018.92		1		
		ļ	-		
	CHANGES FOR DELIVERY LOCATION: 00113				
	Amount changed from \$to \$to		ŀ		, i
	A A Section of the Control of the Co	1			
	CHANGES FOR ACCOUNTING CODE: 00650-2005-60-301802-25200-1713243-0000000-00000	اه	-		1
	-0000000-000000				
	Amount changed from \$ to \$		1	ļ ·	
	Amount changes 120		ļ		li.
•	NEW DELIVERY LOCATION RECORD:		-		
	Quantity: 0		ı		
	Amount: \$ 100 minutes and the second	l l	ı		
	Days after award: 14	ļ	- {	<b>I</b>	
	Shipping Address:	ļ	-		· ·
	OFFICE OF HO PS GERMANTOWN	1	1	1	
	US DEPARTMENT OF ENERGY ATTENTION FIRST LAST ROUTE	1		Ì	
	19901 GERMANTOWN ROAD	- 1	- [		
•	GERMANTOWN MD 20874-1290	l l	ļ		
		l	-	ł	
	Mark For Address:				
	OFFICE OF HQ PS HQ	1		İ	
•	US DEPARTMENT OF ENERGY	- 1			
	OFFICE OF HEADQUARTERS PROCUREMENT	1			
	MA-64 1000 INDEPENDENCE AVE SW				
	WASHINGTON DC 20585	ł	•		
	MAGILIAGION DC 20303	1	1		1
	NEW ACCOUNTING CODE ADDED:	l	ļ		
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	CONSULTING INC	1	QUANTITY	A BET	UNIT PRICE	AMOUNT
A NO.	SUPPLIES/SERVICES (B)	, [	(C)	(D)	(E)	(F)
A)						<u> </u>
	Account code:	ľ	•			•
	Fund 01050	1	:	1		
	Appr Year 2008	ı		1		
	Allottee 60	l		1		į
	Reporting Entity 301802	l		l		
	Quantity: 0				İ	
	Amount: \$			Į		
	Percent: 100 Subject To Funding: N			1	Ţ	
	Payment Address:	ļ				
	OR FOR HQ		,			
	US DEPARTMENT OF ENERGY			1		
	OAK RIDGE FINANCIAL SERVICE CENTER		l			
	PO BOX 4937		1	1		
	OAK RIDGE TN 37831		!	ĺ		
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	NEW ACCOUNTING CODE ADDED:			ł		
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	Allottee 60					
	Reporting Entity 301802			ľ		
	Quantity: 0				-	
	Amount: \$ Percent: 100					·
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	OAK RIDGE FINANCIAL SERVICE CENTER					
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•	OAK RIDGE TN 37831		1	1	· ·	
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	OFFICE OF HO PS GERMANTOWN		1	l		
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTIT		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(民)	(F)
	Mark For:				
	OFFICE OF HQ PS HQ	İ	ļ	•	
	US DEPARTMENT OF ENERGY	1			
	OFFICE OF HEADQUARTERS PROCUREMENT	1			
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	MA-64 1000 INDEPENDENCE AVE SW	1	1	·	
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	WASHINGTON DC 20585	1	1		
	FOB: Destination	1	1		
	Period of Performance: 05/01/2007 to 04/30/2009	ŀ	1		
	Total and Sall over (amount shown	1 .	1		
	Change Item 00001 to read as follows (amount shown	ł	1		
	is the total amount):			l	and the second of the second o
	TO THE PROPERTY OF THE PROPERT	1	- I	·	
00001	THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE	1 .	-	1.	
	DEPARTMENT OF ENERGY'S OFFICE OF THE CHIEF	1	-	•	
	INFORMATION OFFICER WITH IT MANAGEMENT SERVICES.	1	1		
	Line item value is:\$	1	-		
	Incrementally Funded Amount: \$1,205,018.92	1	1		·
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	Amount: \$	1	-	<b>{</b>	1
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	-0000000-000000 Fund: 00650 Appr Year: 2005	1	1		
	Allottee: 60 Report Entity: 301802 Object Class:				
	25200 Program: 1713243 Project: 0000000 WFO:		- 1	•	ł
	0000000 Local Use: 0000000	1			l ·
	Funded: \$0.00	1		ŀ	.]
	runded. 40100				
	Amount: \$	1	i		
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	01050-2005-60-301802-25200-1713254-0000000-000000	0	-   -	Î	
	-0000000-000000 Fund: 01050 Appr Year: 2005	1		i .	. <b>i</b>
	Allottee: 60 Report Entity: 301802 Object Class:			Ì	
	25200 Program: 1713254 Project: 0000000 WFO:		Ì		
	25200 Program: 1/13254 Project. 0000000 MIG.				
	0000000 Local Use: 0000000	ŀ			
	Funded: \$0.00	Į.			1
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	Accounting Info: 01050-2007-60-301802-25200-1713239-0000000-00000	أما		į .	
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	Allottee: 60 Report Entity: 301802 Object Class:	l			i
	25200 Program: 1713239 Project: 0000000 WFO:	1	l l		
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	Amount: \$ 1000	1	1		
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1 SOURCE	EROR OR CONTRACTOR CONSULTING INC				
	SUPPLIES/SERVICES	QUANTITY	1.0	UNIT PRICE	AMOUNT
ITEM NO. (A)	(B)	(C)	(D)	(E)	(F)
(4)	Allottee: 60 Report Entity: 301802 Object Class:		11		
	25200 Program: 1713238 Project: 0000000 WFO:	1	1 1	·	•
	0000000 Local Use: 0000000				
	Funded: \$0.00	1	1 1		
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1	Amount: \$	1	1 1	•	
	Aggregating Info:		1 1		
	01050-2005-60-301802-25200-1713275-0000000-0000000	i l	1 1		
	-0000000-000000 Fund: 01050 Appr Year: 2005		1 1		·
	Allottee: 60 Report Entity: 301802 Object Class:	1	1 1		
	25200 Program: 1713275 Project: 0000000 WFO: 0000000 Local Use: 0000000	,			,
	Funded: \$0.00	1	1 1		
	runded: \$0.00	1	1 1		
	Delivery: 14 Days After Award	1			
•	Amount: \$	1	·		
	Accounting Info:	1			
*	Fund. 01050 Appr Year: 2008 Allottee: 60 Report	1			
	Protier. 301802 Object Class: 25200 Program:	1			1
	1713239 Project: 0000000 WFO: 0000000 Local Use:	1			
	0000000				,
a .	Funded: \$	Į.			
	Accounting Info: Fund: 01050 Appr Year: 2008 Allottee: 60 Report	-			
	Entity: 301802 Object Class: 25200 Program:	4	-		
	1713239 Project: 0000000 WFO: 0000000 Local Use:	ļ	ľ		
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Attachment A DE-AC01-07IM00170 Mod 008

# L. Summary. The purpose of this Modification is to:

# A. To add the current subcontractors new rates for 2008-2009

Subcontractor 1: The Flourishing Company be added to our contract. These rates are based on Flourishing Companies commercial pricing as identified in Attachment 1.

Labor Category	Hours	Bill Rate	Option Year 1
Executive Coaching		\$	\$ (
Total		•	\$

Subcontractor 2: With the exercise of the option period, 1 Source Consulting is requesting the addition of Option Year 1 rates for the contract. These rates are based on the Contract No. Section 1 Source Consulting...

	á	avari si e t	adam a grander are
Labor Colorony		Hours	E)   Option (ear
Labor Category			
Program Manager			
Manager			
Consultant			
Total			\$ 98,053.04

# B. Approve and add new subcontractor rates for 2008-2009.

rates are higher than the rates currently contained in the 1 Source Contract. For this reason, 1 Source Consulting is requesting the addition of the following rates to our contract. These rates are discounted from GSA Schedule Contract No.

<del>-</del> ^ .	PLC Title	Rate	Hours Cost
SPM SCONS JAC	Sr. Program Manager Sr. Consultant Job/Task Analyst Consultant	\$ 5	

Attachment A DE-AC01-07IM00170

Mod 008

**Senior Writer** SW **Editor** ED

Junior Editor JED



#### Provide \$300,000.00 for new Task 08-IM11-001, as shown below in Table. C.

Task Allocation of Obligated Funds:

Task	Prior Obligation	Current Revision	Revised Total
07-IM10-001	\$ 379,718.92	\$ 200,000.00	\$ 579,718.92
07-IM2-001	\$ 238,000.00	<b>s</b> -	\$ 238,000.00
07-IM01-A	\$ 33,500.00	<b></b>	\$ 33,500.00
08-IN111-001	\$ -	\$ 300,000.00	\$ 300,000.00
ODC	\$ 53,800,00	\$	_ \$ 53,800.00
Total:	\$ 70 <del>5</del> ,018.92	\$ 500,000.00	\$ 1,205,018.92

#### Increase funding by \$500,000.00. Total obligations are changed from D. \$705,018.92 to \$1,205,018.92.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfinded NTE Ceiling:

Base Year:

Total Funding Unfunded NTE Ceiling Total NTE Ceiling Labor ODC \$1,205,0183

(a) Cumulative Obligations:

Mod	Mod Total	<u>Total Obligations</u>
A000	\$ 75,000.00	\$ 75,000.00
A001	\$ 276,518.92	<b>\$</b> 351,518.92
A002	\$ 103,500.00	\$ 4 <del>55</del> ,018.92
A003	\$ 250,000.00	\$ 705,018.92
MOU4	\$ -	\$ 705,018.92
M005	\$ -	\$ 705,018.92
MOU6	\$ -	\$ 705,018.92
M007	<b>s</b> -	<b>\$</b> 70 <del>5</del> ,018.92
A008	\$ 500,000.00	<b>\$ 1,205,018.92</b>

Attachment A DE-AC01-07IM00170 Mod 008

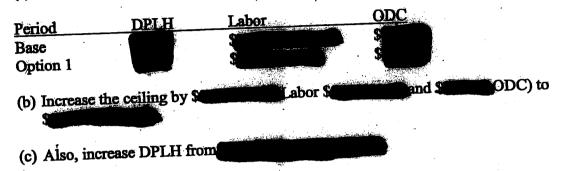
3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

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MENDMENT OF SOLICITATION/ AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUIST	TION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A007	See Block 16.c.		1-08IM00170.005	
SSUED BY CODE	MA-641.1	7. ADMINIS	TERED BY (If other than Item 6)	CODE MA-641.1
	ľ		•	•
US Department of Energy			as block 6	•
Office of Headquarters Procuren	nent Services	Email	l Kevin.Dubose@nnsa.d	loe.gov
1000 Independence Ave, SW/M	A-641.1	Telep	phone#: (202)287-1556 i	Fax (202) 287-1445
Washington, D.C. 20585 Attn: I	Kevin DuBose			,
<del>-</del>		de) (x	)   BA. AMENDMENT OF SOLIC	EITATION NO.
VAME AND ADDRESS OF CONTRACTOR (N	o., street, county, State, and Zip Co	(A)		
1 Source Consulting, Inc.	N - 040 400 4040			
VI III VIIOCI mon	Ph: 240-486-1949		9B. DATED (SEE ITEM 11)	
1230 11 08 004 1111	ax: 202-642-0810	com		•
Ouito Or C	Email: alice.paxton@1-sc	.00111	10A. MODIFICATION OF CO	ONTRACT/ORDER NO.
Washington, DC 20005		×		
TIN 52-2160405 DUNS: 1278963	384		10B. DATED (SEE ITEM 13)	
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DE FA	CILITY CODE		05/01/2007	Me
11. THIS IT	EM ONLY APPLIES TO	AMENDM	ENTS OF SOLICITATIC	otended. is not extended.
By completing items 8 and 15, and returning By separate letter or telegram which includes CEIVED AT THE PLACE DESIGNATED FOR FER. If by virtue of this ameridment you desir kes reference to the solicitation and this amen	THE RECEIPT OF OFFICIAL TWO	Hed such chair	nge may be made by telegram or k	RESULT IN REJECTION OF YOUR etter, provided each telegram or lett
Was Interested to air commission and				
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FAR (48 CFR) 53.243

PAGE OF PAGES

- 1. Summary. The purpose of this Modification is:
- (a) Exercise Option Year 1, for the period of May 1, 2008 though April 30,2009



Total obligations remain unchanged at \$705,018.92. The period of performance is changed from May 1, 2007 through April 30, 2008 to May 1, 2007 through April 30, 2009.

The following table shows the Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

Base Y	ear:	al NTE Ceiling	To	otal Eunding	<u>Unf</u>	unded NEVE Ceiling
Labor	\$		\$		\$ \ \$	
ODC Total:	\$		\$	705,018.92	\$	

### 2. Funding.

(a) Cumulative Obligations:

Mod	Mod Total	Tota	<u>l Obligations</u>
A000	\$ 75,000.00	\$	75,000.00
A001	\$276,518.92	\$	351,518.92
A001 A002	\$103,500.00		455,018.92
A002 A003	\$250,000.00		705,018.92
	\$ -	\$	705,018.92
M004	·	\$	705,018.92
M005	\$ -	\$	705,018.92
M006	\$ -	\$	705,018.92
A007	\$ -	Φ	705,010.52

# (b) Task Allocation of Obligated Funds:

<u>Task</u>	Prior Obligation		Current Revision		Revised Total	
07-IM10- 001	\$	379,718.92	\$	· •	\$	379,718.92
07-IM2- 001	\$	238,000.00	\$	<b>-</b>	\$	238,000.00
07-IM01-A	\$	33,500.00	\$	-	\$	33,500.00
ODC	\$	53,800.00	\$		\$	53,800.00
Total:	\$	705,018.92	\$	-	\$	705,018.92

<sup>3.</sup> Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

			1. CONTRACT ID CODE	PAGE OF PAGES
MENDMENT OF SOLICITATIO	ODIFICATION OF CO	TRACT	Contract	1 2
AMENDMENT OF SOCIOTATION	3. EFFECTIVE DATE	4. REQUIST	TION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M006	See Block 16.c.		1-081M00170.004	
ISSUED BY CODE	MA-641.1	7. ADMINIS	TERED BY (If other than Item 6)	CODE MA-641.1
				1
US Department of Energy	:		as block 6	` .
Office of Headquarters Procuren	nent Services	Emai	Kevin.Dubose@nnsa.d	loe.gov
1000 independence Ave, SW/M/	A-641.1	Telep	phone#: (202)287-1556	Fax (202) 287-1445
Washington, D.C. 20585 Attn:	Kevin DuBose		•	
	· · · · · · · · · · · · · · · · · · ·	de) (x	9A. AMENDMENT OF SOLK	CITATION NO.
3. NAME AND ADDRESS OF CONTRACTOR (NO	o., suset, county, state, and 24 oo	~ <u>  \</u>		
1 Source Consulting, Inc.	Ph: 240-486-1949	1		
V(114') aloo i anto:	ax: 202-642-0810	· •	9B. DATED (SEE ITEM 11)	
[230]10100041111	mail: alice.paxton@1-sc	.com		
Outro C. C	Illaii. aiice.paxionig i se	—	10A. MODIFICATION OF C	ONTRACT/ORDER NO.
Washington, DC 20005 TIN 52-2160405 DUNS: 1278963	204	l x	DE-AC01-07IM0	0170
TIN 2%-5190402 DOM2: 15/8903	. ·		10B. DATED (SEE ITEM 13	
CORP	CILITY CODE		05/01/2007	
	EM ONLY APPLIES TO	MENDM		DNS
The above numbered solicitation is amended				xtended, is not extended.
(a) By completing items 8 and 15, and returning _ (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR OFFER. If by virtue of this amendment you desire makes reference to the solicitation and this amen	reference to the solicitation and au THE RECEIPT OF OFFERS PRIOR	nenament nur R TO THE HO led, such char	UR AND DATE SPECIFIED MAY not may be made by telegram or I	each copy of the offer submitted; or NOWLEDGEMENT TO BE RESULT IN REJECTION OF YOUR etter, provided each telegram or letter
12. ACCOUNTING AND APPROPRIATION DAT	A (If required)		DAIO A400	
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Clause B.6, Funding		<u> </u>		
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See attached page(s) for details	)• •			
All other terms and conditions	shall remain unchange	d and in f	full force and effect.	
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Except as provided herein, all terms and condition 15A. NAME AND TITLE OF SIGNER (Type or p	ons of the document referenced in t adult)	16A. NAL	i, as heretotore changed, remains IE AND TITLE OF CONTRACTIN	G OFFICER (Type or print)
NOT REQUIRED	many	Albert A	A. Manley	, ,
	LAFO DATE STOLET		TED STATES OF AMERICA	16C. DATE SIGNED
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	IOS. UNI		1 1 / 6 0 / -
NOT REQUIRED	NOT REQUIRED	BY _	ruser in Itanie	1 80/66/10
(Signature of person authorized to sign)		0.105	(Signature of Contracting Office)	DARD FORM 30 (Rev. 10-83)
NSN 7540-01-152-8070		0-105		fibed by GSA

FAR (48 CFR) 53.243

- 1. Summary. The purpose of this Modification is:
- (a) Redirect funding from Task 07-IM01A-001 Labor in the amount of \$75,000.00 to Task 07-IM2-001 Labor
- (b) Change the COR from Tonya Meadows, IM-12 to Marjorie A. Greenwood, IM-12, Phone # 301-903-7425 and Alternate COR from Marjorie A. Greenwood to Peggy Fuller, IM-12, Phone # 202-586-7087

Total obligations remain unchanged at \$705,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	Total NIE Calling	Total Funding	Unfunde	NTE Caller
Labor ODC	<b>S S S S S S S S S S</b>		\$ 	
Total:	5	\$ 705,018.92	<b>S</b> .	

2. Funding.

(a) Cumulative Obligations:

Mod	Mod Total	Total	Obligation
A000	\$ 75,000.00	S	75,000,00
A001	\$276,518.92	\$	351,518.92
A002 .	\$103,500.00	\$	455;018.92
A003	\$250,000.00	S	705,018.92
M004	s -	S	705,018.92
M005	S -	S	705,018.92
M006	s -	\$	705,018.92

# (c) Task Allocation of Obligated Funds:

<u>Task</u>	Prio	r Obligation	Сип	ent Revision	Re	vised Total
07-IM10- 001	.\$.	379,718.92	\$	<b>-</b> .	\$	379,718.92
07-IM2-001	\$	163,000.00	\$	75,000.00	\$	238,000.00
07-IM01-A	\$	108,500.00	\$	(75,000.00)	<b>\$</b> ′	33,500.00
ODC	\$	53,800.00	\$		\$	53,800.00
Total:	\$	705,018.92	\$	<b>-</b>	\$	705,018.92

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

		TO ATTICLE OF OOS	TOACT	.	T&M ( act	•	1	2,
MENDMENT OF SOLICITATION	umg	CATION OF COM	I RAU	entr	N/PURCHASE RAG. NO.			<b>f</b> applicable)
AMENDMENT/MODIFICATION NO. M005	1 3. Ten	ECTIVE DATE ee Block 16.c.	01	-081	M00170.002/.003		•••	
ISSUED BY COD		MA-641.1	7. ADMIN	ISTE	RED BY (If other then Item 5)	CODE	<u>M</u>	A-641.1
US Department of Energy		•			s block 6			
Office of Headquarters Procure	ment S	ervices	Em	all <u>M</u>	lary.Barnes@hq.doe.	<u>gov</u>	0 007 4	4 T E
1000 Independence Ave, SW/	MA-641.	.1	Tel	epho	one#: (202)287-1526	-ax (202	.) 267-1	440
Washington, D.C. 20585 Attn	: Mary E	Barnes .	<u> </u>	<u> </u>		STATION N	<u> </u>	
NAME AND ADDRESS OF CONTRACTOR	No., street,	county, State, and Zip Coo	de)	凶	BA. AMENDMENT OF SOLK	AIAIUN N	U.	
1 Source Consulting, Inc.			-  -					
ATTN: Alice Paxton		) <del>-486-</del> 19 <del>49</del>		- 1	9B. DATED (SEE ITEM 11)			
1250 H Street, NW		2-642-0810	•	1	SD. DATED (OCC.)	÷		
Suite 575	Email: a	alice.paxton@1-sc.	.com		10A. MODIFICATION OF C	MTRACTE	ROER NO	<u> </u>
Washington, DC 20005			1	J	DE-AC01-07IMO			
TIN 52-2160405 DUNS: 12789	6384		l	X.				
					10B. DATED (SEE ITEM 13	,		
ODE	ACLITY C	ODE	<u> </u>		05/01/2007	-		<u>.</u>
11, THIS	TEM O	NLY APPLIES TO	AMEND	MEN	ITS OF SOLICITATIO	)NS		
The above numbered solicitation is amending must acknowledge receipt of this amend		at the book	محدد مناسات انت		for received of Offices   leave	dended.	is not ex	derided.
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WAT ARRIVE ART E		· ·			B/NC A102			
13 THIS ITE	A APPLI	ES ONLY TO MOD	DIFICATI	ON	S OF CONTRACTS/C	RDERS	,	
п морт	ES THE	CONTRACT/QRE	<b>IER NO.</b>	AS	DESCRIBED IN ITE	<u>и 14.                                    </u>	<u> </u>	
A. THIS CHANGE ORDER IS ISSUE	PURSU	ANT TO: (Specify authorit)	n)_					<u></u>
B. THE ABOVE NUMBERED CONT appropriation date, etc.) SET FORT	N ITEM 1	4, PURSUANT TO THE A	ATEMPATI	JT 17	ac as tostal:	h as change	e in paying	ı office,
C. THIS SUPPLEMENTAL AGREE	ENT IS E	NTERED INTO PURSUAN	T TO AUTH	ORIT	rof.			•
X D. OTHER (Specify type of modifical Clause B.6, Funding	don and au	thority)		-				
E MINORIANT: Contractor X is:	not. [] is	required to sign this do	cument ar	d ret	um copies to the is	suing offic	8.	·
14. DESCRIPTION OF AMENDMENT/MODI	FICATION (	(Organized by UCF action	heedings, i	nclud	ng solicitistion/contract subject	matter wher	e feasible.	)
The purpose of this Modific	ntion is	to revise the labo	r ceilin	z to	\$1.286.788.84 and	the OD(	C ceilir	ng to
ine dupose of this modific	:1:	remains unchange	ad at 6	- ~	This mod	ification	also r	edirects
funds from 07-IM10-001 to	O7_TAR	remains michang	DC no	o]. я				
remain unchanged at \$705,0	18 92	The period of per	rforman	ce.	May 1, 2007 through	h April	30, 20	08, is
unchanged.	10.72.	The Period of Per		- <b>-</b> - <b>y</b> ·	. , .,		•	· •
		•						
All other terms and condition								
Except se provided herein, all terms and con	distance of the	e document referenced in	tem 9A er 1	0A, a	heretofore changed, remains	unchanged G OFFICES	and in full	force and effectively
	or print)		P		L. Fuller		- , - , - , - , - , - , - , - , - , - ,	F
NOT REQUIRED					acting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED			STATES OF AMERICA		16C. F	DATE SIGNED
NOT REQUIRED			1 4	ρ,	11.9 8. Il	2.5	1	
		NOT REQUIRED	BY 4	بر	Make of Contracting Office	<del>~~</del>	VON	1 6 20
(Signature of person authorized to a	gn)		30-105	- 10		IDARD FO	JRM 30 /	Rev. 10-83)
NSN 7540-01-152-8070		•			~ · · ·		· · · · · · · · · · · · · · · · · · ·	<del></del> /

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243 1. Summary. The purpose of this Modification is to decrease the labor ceiling by from \$ 1. Summary. The purpose of this Modification is to decrease the ODC ceiling by from \$ 1. Summary in \$ 2. Summary in \$ 2. Summary in \$ 3. Summary in \$

Total obligations remain unchanged at \$705,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	Total NIE Celling	Total Funding	Unfunded NTE Ceiling
Labor	\$	\$ 4	\$
ODC	\$ .		<u> </u>
Total:	\$	\$ 705,01892	\$

### 2. Funding.

### (a) Cumulative Obligations:

Mod	Mod To	rtal.	Tota	<u>d Obligations</u>
A000	\$ 75,0	00.00	\$	75,000.00
A001	\$276,5		\$	351,518.92
A002	\$103,5		\$	455,018.92
A003	\$250,0		\$	705,018.92
M004	<b>.</b> \$	-	\$	705,018.92
M005	\$	_	\$	705,018.92

## (b) Task Allocation of Obligated Funds:

Tark	Prk	r Obligation	· Ctu	rest Revision	Revised Total
07-IM10- 001	\$	546,518.92	\$	(166,800.00)	\$ 379,718.92
07-IM2-001	<b>S</b>	25,000.00	\$	138,000.00	\$ 163,000.00
07-IM01-A	\$	108,500.00	\$	-	\$ 108,500.00
ODC	\$	25,000.00	\$	28,800.00	\$ 53,800.00
Total:	\$	705,018.92	\$	-	\$ 705,018.92

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

41	LINE CHICAGO OF PA	NTDACT	1. CONTRACT ID CODE	PAGE OF PAGES			
MENDMENT OF SOLICITATIO	N/M FIGATION OF COL	A REQUISIT	TON/PURCHASE Q. NO.	5. PROJECT NO. (If applicable)			
. AMENDMENT/MODIFICATION NO.	See Block 16.c.						
MO04 COD		7. ADMINISTERED BY (If other than Item 6) CODE MA-641.1					
LISSUED BY 4 COD	MA-041.1		,	100.041.1			
		Sama	as block 6				
US Department of Energy			Mary.Barnes@hq.doe.	nov			
Office of Headquarters Procure	ement Services	Telepi	none#: (202)287-1526 l	Fax (202) 287-1445			
1000 Independence Ave, SW/	MA-041.1	l globi	10110m. (202)201-1020 1	ax (202) 201-14-10			
Washington, D.C. 20585 Attn	·	<u> </u>					
NAME AND ADDRESS OF CONTRACTOR	(No., street, county, State, and Zip Coo	(x) (x)	9A. AMENDMENT OF SOLIC	STATION NO.			
1 Source Consulting, Inc.		l	•	•			
ATTN: Alice Paxton	Ph: 240-486-1949	~   .	OR DATED OFF STEWAR				
1250 H Street, NW	Fax: 202-642-0810	1	9B. DATED (SEE ITEM 11)				
Suite 575	Email: alice.paxton@1-sc.	com	10A. MODIFICATION OF CO	ATTRACTIONNED NO			
Washington, DC 20005	·						
TIN 52-2160405 DUNS: 12789	6384	X	DE-AC01-07IM00	וווע			
			10B. DATED (SEE ITEM 13)				
	ACILITY CODE	·	05/01/2007				
11. THIS I	TEM ONLY APPLIES TO	AMENDME	NTS OF SOLICITATIO	NS			
BECEIVED AT THE PLACE DESIGNATED FOR HEER. If by virtue of the amendment you designed the process of the analysis of the amendment you designed the management of the management of the management of the process of the	TAPPLIES ONLY TO MOD ESTHE CONTRACT/ORD DPURSUANT TO: (Specify Williams)	IFICATION ER NO. AS	B/NC A102 IS OF CONTRACTS/O DESCRIBED IN ITEM	RDERS, 14.			
C. THIS SUPPLEMENTAL AGREEM	ENT IS ENTERED, INTO PURSUANT	TO AUTHORN	Y OF:				
X D. ØTHER (Specify type of medical Clause G.3. DOE Contract	ion <i>and authority)</i> Hinni Officer's Representativ	e (COR).					
E IMPORTANT: Contractor X la n			turn copies to the iss	uina office.			
The purpose of this Modifica Total contract obligations rer	CATION (Criminal by UCF section)	reenwood	as the alternate $COR$	, as set forth herein.			
1 OTAL CONTRACT ODLIGATIONS TEL	Ham dichanger at \$ 103'	<i>U.O.JL.</i> 11	May 1, 2007 through A	April 30, 2008 is			
Exceed Ceiling of Supplemental unchanged.	The period of period	mance, N	1ay 1, 2007 unougu 2	tpm 50, 2006, is			
All other terms and condition		•					
Except as provided herein, all terms and cond	tions of the document referenced in its	m 9A or 10A, a	s heretofore changed, remains un AND TITLE OF CONTRACTING	nchanged and in full force and effect.  OFFICER (Type or print)			
15A. NAME AND TITLE OF SIGNER (Type o NOT REQUIRED	r pretty	Patric	k A. Thomton acting Officer	Transfer and bridge			
	15C. DATE SIGNED	16R INFFE	BEATING OTHICS	16C. DATE SIGNED			
15B. CONTRACTOR/OFFEROR NOT REQUIRED							
	NOT REQUIRED	BY Za	with Hopkows	MUV 0 2 2007			
(Signature of person authorized to sig	n)		Signature of Contracting Officer)	ARD FORM 30 (Rev. 10-83)			
NSN 7540-01-152-9070 PREVIOUS EDITION UNUSABLE	30	-105		ed by GSA			

1. Summary. The purpose of this Modification is to add Marjorie Greenwood, IM-12 as the Alternate Contracting Officer's Representative (COR). The following change is hereby incorporated into Paragraph G.3(a) of the contract:

The Alternate COR's address is as follows:

U.S. Department of Energy ATTN: Marjorie Greenwood, IM-12 19901 Germantown Road Germantown, MD 20874

Telephone Number: 301-903-7425 Email: marjorie.greenwood@hq.doe.gov

### 2. Funding.

Total obligations remain unchanged at \$705,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	•	<u>To</u> Ce	tal NTE Maga	Tot	al Kundling	]	Unfund Ceiling	ed NTE	
	Labor	\$		S.		1	\$		
	ODC	. \$		\$	L	6 h	\$		
•	Total:	\$		\$	705,018.92		\$		

(a). Cumulative Obligations:

Mod	Mod Total	Tota	l Obligations
A000	\$ 75,000.00	\$	75,000.00
A001	\$276,518.92	\$	351,518.92
A002	\$103,500.00	\$	455,018.92
A003	\$250,000.00	\$	705,018.92
M004	<b>\$</b> -	\$	705,018.92

(b). Task Allocation of Obligated Funds:

Subtask	Pri	or Obligation	Curren	nt Revision	Revised Total
07-IM10-001	\$	546,518.92	\$	•	\$ 546,518.92
07-IM2-001	S	25,000.00	\$	<u>-</u>	\$ 25,000.00
07-IM01-A	\$	108,500.00	\$	-	\$ 108,500.00
ODC	\$	25,000.00	\$	-	\$ 25,000.00
Total:	\$	705,018.92	\$		\$ 705,018.92

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

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Il other terms and con	ditions shall rem	cian prochanges	end in the	If Force and	Total:  Total:	SESSION IN SESSION IN	ATE SIGNE	ŀ

Summary. The purpose of this Modification is to:
 (a) add the following labor categories and rates to the contract:

Labor Category	Base Year Rate*
Program Manager	S
Manager	S
Consultant	S

\*The Base Year Rate will be the applicable rate for these Labor Categories through April 30, 2008.

(b) change the COR from Marjorie Greenwood to Tonya Meadows. The following change is hereby incorporated into Paragraph G.3(a) of the contract:

The COR's address is as follows:

U.S. Department of Energy ATTN: Tonya Meadows, IM-12 1000 Independence Avenue, SW Washington, DC 20585

Telephone Number: 202-586-8230 Email: tonya,meadows@hq.doe.gov

(c) provide \$250,000.00 for Task 07-IM10-001, as shown below in Table 2(b). Total obligations increase from \$455,018.92 by \$250,000.00 to \$705,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	Total NTE Celling	Tot	al Funding	<u>Unfu</u> Celli	nded NTE og
Labor	\$	\$		\$	£
ODC	S	5		<u> </u>	<u> </u>
Total:	\$	\$	705,018.92	\$	

2. Funding.

### (a). Cumulative Obligations:

Mod	Mod Total	Tot	al Obligations
A000	\$ 75,000.00	\$	75,000.00
A001.	\$276,518.92	\$	351,518.92
A002	\$103,500.00	\$	455,018.92
A003	\$250,000.00	\$	705,018.92

# (b). Task Allocation of Obligated Funds:

Subtask	Pri	or Obligation	Cur	rent Revision	Revised Total
07-IM10-001	\$	296,518.92	\$	250,000.00	\$ 546,518.92
07-IM2-001	\$	25,000.00	\$	-	\$ 25,000.00
07-IM01-A	<b> \$</b>	108,500.00	S	<del>.</del> .	\$ 108,500.00
ODC	S	25,000.00	\$		\$ 25,000.00
Total:	\$	455,018.92	\$	250,000.00	\$ 705,018.92

<sup>3.</sup> Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

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1250 H			F	ax: 202-	642-0810			1 [	9B. I	DATED (SEE	ITEM 11)				
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												iollowing r	nethods:	ماللىدىلىر	ا بہ
(a) By completi	ng Items 8	and 15, at	nd returning _	copies o	of the amendme	u£ (b) pà		reconny r	EA		A HE ACKNOO	M FDGE	MENT TO	BE	u, u
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PREVIOUS EDITION UNUSABLE

FAR (48 CFR) 53.243

1. Summary. The purpose of this Modification is to redirect \$1000 from Task 07-IM10-001 to the ODC Pool and to provide \$1000 for Task 07-IM2-001 and \$1000 Task 07-IM01-A, as shown below in Table 2(b). Total obligations increase from \$351,518.92 by \$103,500.00 to \$455,018.92. The period of performance remains May 1, 2007 through April 30, 2008.

The following table shows the Base Year Not-to-Exceed (NTE) Ceiling, Total Obligations, and Unfunded NTE Ceiling:

	Total NTE Celli			junded NTE Celling	
Labor	\$	\$ 6	\$		
ODC	\$	\$	S		
Total:	\$	\$ 45	5,018.92 <b>\$</b>	Section of the sectio	

### 2. Funding.

### (a). Cumulative Obligations:

<u>Mod</u>	Mod Total	Tot	al Obligations
A000	\$ 75,000.00	\$	75,000.00
A001	\$276,518.92	\$	351,518.92
A002	\$103,500.00	\$	455,018.92

### (b). Task Allocation of Obligated Funds:

Subtask 07-IM10-	<u>Pri</u>	or Obligation	Cu	rent Revision	Revised Total
001	\$	321,518.92	\$	(25,000.00)	\$ 296,518.92
07- <b>IM2-</b> 001	s	15,000.00	s	10,000.00	\$ 25,000.00
07-IM01-A	\$	15,000.00	\$	93,500.00	\$ 108,500.00
ODC	\$	•	\$	25,000.00	\$ 25,000.00
Total:	\$	351,518.92	\$	103,500.00	\$ 455,018.92

3. Conclusion. All other terms and conditions shall remain unchanged and in full force and effect.

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## TABLE OF CONTENTS

Section B-Supplies or Services and Price/Costs	
B.1 Item Being Acquired	2
B.2 Section 8(a) Direct Award	2
B.3 Estimated Level of Effort	
B.4 Direct Labor Rates	4
B.5 Celling Price of Contract	4
B.6 Funding	4
B.8 Option to Extend the Term of the Contract—Services	6
Section C-Description/Specifications/Work Statement	
C.1 Performance Work Statement	
C.2 Reports	6
	_
Section D-Packaging and Marking (Not Applicable)	7
Section E-Inspection and Acceptance E.1 Inspection	_
E.1 Inspection	
E.2 Acceptance	
E.3 52.246 Inspection-Time-and-Materials and Labor-Hour	•••••
Section F-Deliveries or Performance	
F.1 Term of Contract	S
K.Z. Exercise of ampuons	••••••
F.3 Principal Place of Performance	
Section G-Contract Administration Data	
G.1 Correspondence Procedures	. 0
G.2 Billing Instructions	
G.3 DOE Contracting Officer's Representative.	
G.4 DOE Contracting Office Address.	
G.4 DOE CORUMNING OTHER Adults	•••••••1
Section H-Special Contract Requirements	
H.1 Consecutive Numbering	11
H.2 Confidentiality of Information	11
H.3 Representations, Certifications and Other Statements of the Offeror	
H.4 Technical Direction	
H.5 Modification Authority	13
H.6 Government-Furnished Property and Data	
H.7 Subcontracts	
H.8 Services of Consultants	
H.9 Automatic Data Processing Equipment (ADPE) Leasing	14
H.10 Ordering Procedure	15
H.10 Ordering Procedure	16
H.12 Payment	16

H.13 Section 508 Compliance	1,
H.14 Compliance with FHPS Pub 201	1.
H.15 Access to DOE-Owned or Leased Facilities	11 11
H.16 Compliance with Internet Protocol Version 6 in Acquiring Information	••••••
Technology	. 4
H.17 Security Clearance Requirement	1
H 12 Computer Systems Samuelte	19
H.18 Computer Systems Security	1
H 20 Demostra France Weste Above Commenter - Det	19
H.20 Reporting Fraud, Waste, Abuse, Corruption or Mismanagement.	19
H.21 Observance of Legal Holidays and Administration Leave	20
H.23 Non-Supervision of Contractor Employees	2(
The pupil vision of Contractor Employees	21
Section I-Contract Clauses	
I.1 52,202-1 Definitions.	
L2 52.203-3 Gratuities	2]
L3 52.203-5 Covenant Against Contingent Fees.	21
L4 52.203-7 Anti-Kickback Procedures.	21
I.5 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Imp	21
L6 52:203-10 Price or Fee Adjustment for Illegal or Improper Activity	21
L7 \$2.203-12 Limitation on Payments to Influence Certain Federal Transaction	21
L8 52.202-4 Printed of Copied Double-Sided on Recycled Paper	182]
L9 52.203-9 Recoonal Identity Verification of Contractor Personnel	21
Life St. 21548 Order of Precedence - Uniform Contract Format	21
L11 52 21948 Diffization of Small Business Concerns	21
L12 52:219-14 Limitations on Subcontracting.	21
I.13.52.232.1 Complet I. share	21
L 14 52.222-26 Equal Opportunity	21
L15 52,222-36 Affirmative Action for Workers with Disabilities	21
L.16 52.223-6 Drug-Free Workplace L.17 52.223-14 Toxic Chemical Release Reporting	22
L18 52.232-7 Payments under Time and Materials and Labor-Hour Contracts.	22
1.19 52.232-9 Limitation on Withholding of Payments	22
Registration	
I.21 52.233-1 Disputes	22
I.22 52.233-3 Protest after Award	22
I.23 52.242-13 Bankruptcy	22
I.24 52.222-37 Employment Reports on Disabled Veterans and Veterans of the	22
Vietnam Era	
I.25 952.202-1 Definitions	22
I.26 52 204-7 Central Contractor Registration	22
I.27 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-	22
Designated Products	
	24

I.28 52.237-3 Continuity of Services	
I.29 52.243-3 Changes - Time-and-Material	s or Labor-Hours
I.30 52.244-6 Subcontracts for Commercial	Items
L31 52.252-2 Clauses Incorporated by Refe	rence
L32 52.253-1 Computer Generated Forms	
L33 952,204-73 Facility Clearance	
L34 952.204-2 Security	***************************************
I.35 952 204-70 Classification/Declassificati	on
I.36 952,209-72 Organizational Conflicts of	
I.37 52.249-4 Termination for Convenience	1
I.39 952.203-70 Whistleblower Protection for	or Contractor Employees
Continu I I int of Attackments	
Section J-List of Attachments	

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#### **B.1 Items Being Acquired (DEC 1991)**

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

Item 1 – Provide Information Technology (IT) Management Services to the Office of the Chief Information Officer (QCIO).

#### **B.2 SECTION 8(a) DIRECT AWARD (JAN 2002)**

(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 (DOB). 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 is:

U.S. Small Business Administration
Washington Metropolitan Area District Office
740 15<sup>th</sup> Steet, NW, Suite 300
Washington, DC 20005-3544

- (b) DOB is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOB shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOB shall coordinate with the SBA prior to processing any novation agreement. DOB may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
  - (1) to notify the Contracting Officer, simultaneously with its notification to the 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 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 the SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
  - (2) to adhere to the requirements of 52.219-14, Limitations on Subcontracting.

#### **B.3 Estimated Level of Effort (NOV 1996)**

(a) DPLH. In accordance with Part I, Section H, clause entitled "Level of Effort", the Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

Period

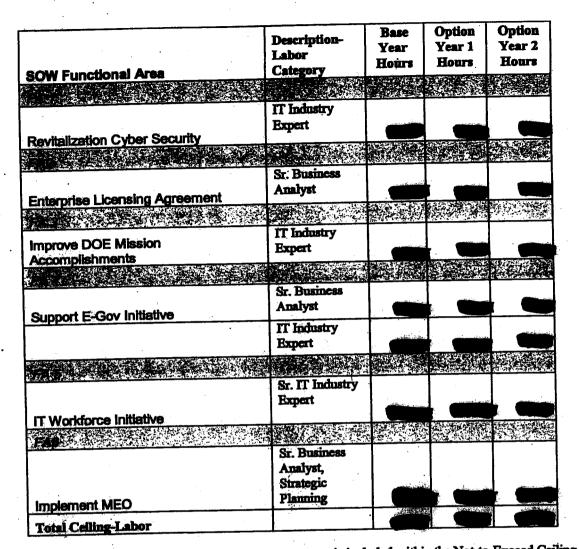
Base Year: 05/01/2007-04/30/2008

Option Year 1: 05/01/2008-04/30/2009 Option Year 2: 05/01/2009-04/30/2010

TOTAL:



The DPLH are distributed across the labor categories specified in Clause B.3 below as follows:



(b) Other Direct Costs (ODC). This expense category is included within the Not-to-Exceed Ceiling Value of the contract. It consists of the actual incurred authorized non-labor expenses plus the associated General and Administrative costs (G&A Expense)/profit rate of the Such costs may be incurred only with the advance written approval of the Contracting Officer's Representative (COR); email concurrence is sufficient authorization. It is emphasized that any ODC Pool NTE Ceiling Value is an estimate only and does not commit the Government to authorize the total amount or any portion thereof. No ODC pool expenditures may be incurred by the Contractor, or authorized by the Government, prior to obligation of funds sufficient to cover the ODC requirement. The DOE is not obligated to pay the Contractor if the Contractor incurs ODC "pool" liabilities in excess of available funding. Authorized travel expenses (airfare, per diem, auto rental and similar costs shall be reimbursed in accordance with the Joint Travel Regulation). Miscellaneous ODC charges which are subject to COR approval include long-distance telephone charges, express mail, facsimile, computer usage, copying and handling expenses and hardware/software acquisition at COR direction.

Specific Non-Reimbursable ODC's: The Contractor may not charge the Government for time or local travel/expenses between contractor facilities in the Washington DC metro area, or to or from DOE facilities in the same area, including Germantown MD, without advance written permission from the COR. This restriction also applies to local travel, and for rental car expense in local travel. Any authorized travel cost shall be invoiced and paid in accordance with the current approved Federal per diem rate. Profit is not applicable to any ODC charge, or to any indirect cost associated with ODC charges. Also not allowable is generic professional training required by Contractor personnel, such as industry certifications or desktop software such as Microsoft Windows or Office. The Contractor is required to provide qualified personnel to

meet the Government's requirements, exclusive only of training unique to the specific mission.

The Contractor shall not be reimbursed for any direct costs for the following items: entertainment; liquor; computers or general application software; client development and related activities; trade publications, books, treatises, background materials and other similar documents; professional/educational seminars and conferences; preparation of bills; parking fines or any other fines or penalties for illegal conduct; and, food, beverages and the like when the contractor is not in travel status and away from the home office. No invoices are to contain any items representing disbursements made for the benefit of the contractor's current personnel. See FAR Part 31 for definitive guidance.

### B.4 Direct Labor Rates (JUL 1991)

The Contractor shall provide DPLH from the labor categories set forth below at the fixed hourly labor rates indicated:

	Base Year	Option Vent	Coption Year 2
	Off-Site Rate	Off-Site	Off-Site
Description-Labor Category	4.53	Rate	Rate
Sr. IT Industry Expert			
Sr. Business Analyst		<b>S</b>	
Sr. Business Analyst, Strategic Planning		, . <b></b>	
IT Industry Expert			

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b)].

### **B.5** Ceiling Price of Contract (JUL 1991)

The ceiling price of this contract is Section (Base Period only). The maximum potential Not-to-Exceed (NTE) Ceiling Price of the contract is established as follows:

Base Period: 05/01/2007-04/30/2008 Option Year 1: 05/01/2008-04/30/2009 Option Year 2: 05/01/2009-04/30/2010

MAXIMUM POTENTIAL NTE CEILING PRICE:





### **B.6 Funding (JUL 1991)**

Pursuant to Part I, Section H, clause entitled "Funding", total funds in the amount of \$75,000.00 have been allotted for obligation and are available to pay for DPLH and other direct items or services provided from the effective date of this contract through the period estimated to end April 30, 2008. Existing obligations may be reallocated between the Pools by the Contracting Officer via unilateral administrative modification.

(a) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the ceiling price specified in the Schedule. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

- (b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (c) <u>Sixty</u> days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer, in writing, of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (d) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request, the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (e) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-
- (1) The Government is not obligated to compensate the Contractor for DPLH or other direct items or services provided in an amount which exceeds the total amount allotted by the Government to this contract;
- (2) The Contractor is not obligated to continue providing DPLH under this contract (including actions under the Termination clause of the contract) or incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the Contractor, in writing, that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.
- (f) The ceiling price shall be increased to the extent that the amount allotted by the Government exceeds the ceiling price specified in the Schedule.
- (g) No notice, communication, or representation in any form other than that specified in subparagraph (e)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to compensate the Contractor for performing any work in an amount which exceeds the total amount allotted by the Government to this contract, whether that excess amount arose during the course of the contract or as a result of termination.
- (h) When and to the extent that the amount allotted by the Government to the contract is increased, the Contractor shall be entitled to compensation for DPLH and other direct items or services provided before the increase in an amount which exceeds the amount previously allotted by the Government to the same extent as if the DPLH and other direct items or services were provided afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (i) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (j) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

# B.8 Option to Extend the Term of the Contract - Services (JUL 1991)

- (a) The Government may unilaterally extend the term of this contract by written notice to the Contractor within the term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract including the exercise of all below stated options under this clause shall not exceed 36 months.
- (d) Should the Government exercise any option hereunder, all contractual terms and conditions shall apply during the option(s) period. Further, the Contractor agrees to provide the following level-of-effort at the fixed rates per DPLH set forth below for the labor categories indicated:
- (1) First Option (Year 2 of Contract)

Option Term:

12 Months (05/01/2008-04/30/2009)

Estimated Level-of-Effort:

DPLH

Contractor

Labor Categories

Fixed Rate/DPLH

\$/Hour

Sr. IT Industry Expert

Sr. Business Analyst

Sr. Business Analyst, Strategic Planning

IT Industry Expert



CEILING PRICE - OPTION 1 \$885,750.80

(2) Second Option (Year 3 of Contract)

Option Term:

12 Months (05/01/2009-04/30/2010)

**Estimated Level-of-Effort:** 

DPLH

Contractor

Labor Categories

Fixed Rate/DPLH

\$/Hour

Sr. IT Industry Expert

Sr. Business Analyst

Sr. Business Analyst, Strategic Planning

IT Industry Expert



**CEILING PRICE - OPTION 2** 

# SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Performance Work Statement(APR 1984)

The Performance Work Statement is Attachment A to this contract and is listed in Part III, Section J.

C.2 Reports.



- (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 flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" 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 clause entitled "Representations, Certifications and Other Statements of the Offeror" contained in this Section H) 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 allowability of any cost revision of this contract or any of the respective obligations of the parties thereunder, 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, 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. No work shall be performed by the subcontractor until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

#### H.8 Services of Consultants (DEC 1996)

- (a) In addition to the provisions of the clause of this contract entitled "Subcontracts (Time-and-Materials and Labor-Hour Contracts" the prior written consent of the Contracting Officer also shall be obtained:
- (1) Whenever any employee of the Contractor is to be reimbursed as a "consultant" under this contract; or
- (2) For the utilization of the services of any consultant under this contract exceeding the daily rates of exclusive of travel costs, or
- (3) Where the services of any consultant under this contract will exceed ten days in any calendar year, or exceed a total value of
- (b) Whenever Contracting Officer written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.
- (c) Prior to the award of any consultant agreements for advisory and assistance services, the contractor shall obtain from the proposed 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. No work shall be performed by the consultant until the Contractor has cleared the consultant for Organizational Conflicts of Interest (OCI).

#### H.9 Automatic Data Processing Equipment (ADPE) Leasing (DEC 1991)

(a) If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to

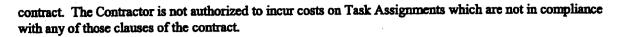
realize any other benefits earned through rental payments.

(b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer under the terms of this provision.

#### H.10 Ordering Procedure (DEC 1996)

Performance under this contract shall be subject to the following ordering procedure:

- (a) The Contractor shall incur costs under this contract only in the performance of Task Assignments and revisions to Task Assignments issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the Contracting Officer (CO) or designee.
- (b) From time to time during the period of performance of this contract, Task Assignments will be issued in writing by the Contracting Officer or designee to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; and (4) any Government-furnished property. Such Task Assignments will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor acquired will also be listed in the property schedules of this contract as well as in the individual Task Assignments.
- (c) Task Assignments will be issued on forms specified and provided by the Government. Task Assignments will be numbered. A revision to a Task Assignment will be identified by an alpha designation following the existing Task Assignment number indicating the revision sequence.
- (d) The Contractor shall submit within ten (10) calendar days, after receipt of each Task Assignment issued by the Contracting Officer or designee, a Contractor Task Plan on forms specified and provided by the Government. The Task Plan is the Contractor's overall estimate for the completion of the Task Assignment and shall include the following:
- (1) Date of commencement of work, and any necessary revision to the schedule of performance.
- (2) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (4) below, estimated to complete the task.
- (3) The travel and material estimate.
- (4) An estimate for subcontractors and consultants; including the DPLH, if applicable.
- (5) Estimated computer use time required, if applicable.
- (6) Other pertinent information, inter-divisional transfers, etc.
- (7) The total estimated amount for completion of the Task Assignment.
- (e) The Contractor's Task Plan is subject to the review and acceptance of the Contracting Officer or designee. After a Task Assignment is issued, if any revision becomes necessary to the estimated amount (more than + or 10% variance), or level-of- effort (more than + or 10% variance), the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are also subject to the review of the Contracting Officer.
- (f) This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts," "Funding," "Term of Contract," or "Level of Effort" clauses of the



### H.11 Level of Effort (JUL 1991)

- (a) In the performance of Task Assignments issued pursuant to the ordering procedure of this contract, the Contractor shall provide that estimated total of Direct Productive Labor-Hours (DPLH) which is specified in Part I, Section B, during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.
- (b) During the term of this contract, if additional DPLH are required to complete the term, the Contractor agrees to provide the required DPLH at the same labor rates negotiated for that year of the contract in which they were provided.
- (c) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the other clauses of the contract.

#### H.12 Payment (JUL 1991)

- (a) Payment shall be made for DPLH provided in accordance with Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts".
- (b) Pursuant to Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," the Contracting Officer shall withhold 5 percent of the amount due for provision of DPLH, but the total amount withheld will not exceed \$50,000.
- (c) Reimbursement for travel under this contract will be at cost and consistent with the U.S. Government Travel Regulations.
- (d) All costs incurred for acquisition of materials, travel or other direct items or services will be reimbursed at actual costs (no profit) plus allocable indirect costs in accordance with the contractor's accounting system.
- (e) Subcontractors shall be compensated under this contract in accordance with the following:
- (1) Subcontractors providing DPLH will be paid the fixed rate per DPLH specified in Section B, clause entitled "Direct Labor Rates", for the category of labor provided.
- (2) All other subcontracts will be compensated for supplies or services provided on a reimbursable basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," located in Part II, Section I.

### H.13 Section 508 Compliance (MAR 2004)

If applicable, Electronic and Information Technology (EIT) supplies and services acquired in this contract must conform to Section 508 of the Rehabilitation Act as amended. Information on Section 508 compliance can be found at http://www.section508.gov.

# H.14 COMPLIANCE WITH FIPS PUB 201 (AUG 2005)

This contract involves the acquisition of hardware, software, or services related to physical access to Federal premises or electronic authentication or access control to a Federal agency's computer systems and electronic infrastructure. Any such hardware, software, or services delivered under this contract shall comply with FIPS Pub 201, and FIPS Pub 201 shall take precedence over any conflicting performance requirement of this contract. Should the contractor find that the statement of work or specifications of this

contract do not conform to FIPS Pub 201, it shall notify the Contracting Officer of such nonconformance and shall act in accordance with instructions of the Contracting Officer..

# H.15 Access To DOE-Owned Or Leased Facilities (OCT 2005)

- (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.16 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.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to: (1) obtain the Contracting Officer's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

Should the contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Contracting Officer of such nonconformance and act in accordance with instructions of the Contracting Officer.

#### H. 17 Security Clearance Requirement

Each task assigned will establish the need for a Security Clearance "Q" or whatever clearance requirement meets its unique needs. The Contractor shall ensure that all DOE documents under this contract, and the information contained therein are protected from unauthorized use and mishandling by assigned personnel. Controlled documents must be stored in a government approved storage container when not under the direct control or in the possession of authorized Contractor personnel in accordance with laws, regulations, and Departmental orders.

The contractor will be required to assign a Facility Security Officer (FSO) to this contract at no cost to the Government. That person will be responsible for all security—related activity associated with this contract. This will include, but not limited to, the annual security refresher briefing, notifying the COR and Headquarters Security Officer (HSO) of new badge requirements and when a contractor staff member is no longer with the contract, processing of required paperwork for Q Clearances (if required).

The Contractor shall not provide any Government documents, information or licensed material in any form to sources not authorized by DOE without the written approval of the COR during the period of performance of this contract or any time afterwards. Execution of Non-Disclosure Statements shall be required on Contract.

#### A) Personnel Security Requirements

The Contractor must notify the COR of any changes in personnel assignments thirty (30) days prior to making any personnel changes where security clearances are required.

#### B) Personnel Security Clearance Clause:

- (1) Each task assigned will establish the need for a Security Clearance "Q" or whatever clearance requirement meets its unique needs. The services to be performed under any task assignment issued may involve access to classified data and information, which must be controlled pursuant to applicable DOE Orders, policies, directives and procedures.
- (2) If the task assigned establishes the need for a security clearance the Contractor shall ensure that all personnel assigned under any task possess a DOE "Q" access authorization (clearance).
- (3) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who are required to possess a DOE "Q" access authorization. For these individuals, the Contractor shall provide certification to the Contracting Officer that an investigative screening has been completed prior to employment. The certification shall include, at a minimum, verification of identity,



previous employment and education, and the results of credit and law enforcement checks.

- (4) Requests for access authorization shall not be submitted until the contract has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination has been rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for the Contractor's applicant for employment.
- (5) The Contractor shall perform a pre-employment check of prospective employees to determine suitability of employment. The DOE has final authority in determining an individual's security clearance eligibility. The Contractor shall submit requests for "Q" security clearances in accordance with standard DOE procedures. A minimum of 6-18 months should be allowed for the Department to receive, process, and respond to any request for a new or upgraded security clearance. An active Top Secret or other Single Scope Background Investigation (provided that the background investigation is less than 5 years old) may be used to request a clearance on an accelerated basis. However, during security clearance processing, any personnel that do not possess clearances shall not work under this contract.
- (6) The Contractor shall turn in badges for employees: (a) who are no longer working on any task/subtask under the contract or letter of obligation; (b) who no longer require access; (c) when their badge expires; or (d) when any task assignment issued or letter of obligation expires or is terminated. Badges shall be returned to the cognizant DOE Security official.

#### H.18 COMPUTER SYSTEMS SECURITY (JUL 2001)

- (a) The Contractor agrees to comply with the DOE directive(s) and all other regulations specified in this contract or as required by law or regulations.
- (b) The Contractor shall immediately issue written notification to the CO when an employee of the contractor no longer requires access to the Department of Energy computer systems.

#### H.19 INCURRING OF COST WHILE IN TRANSIT

The Contractor may not charge the DOE for time spent in transit between a duty location and a non-duty location, for example local travel time between contractor offices and DOE facilities where the former is not a duty location. An exception is travel to/from meetings in support of the contract when authorized by the Contracting Officer's Representative.

# H.20 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION OR MISMANAGEMENT (JUL 2001)

The Contractor is required to comply with the following in accordance with DOE O 221.1:

- (a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate; report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by DOE employees, its contractors, subcontractors, grantees or other recipients of DOE financial assistance; or their employees.
- (b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters in the contractor's cognizance.
  - (d) Report to the OIG any allegations of reprisals taken against employees who have reported



fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption. criminal acts, or mismanagement which have been referred to Federal. State, or local enforcement entities.

The DOE IG hotline telephone number is 1-800/541-1625 or 202/586-4073.

### H.21 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (GOVERNMENT ON-SITE EMPLOYEES)

The Government hereby provides "notices" and the Contractor hereby acknowledges "receipt" that the Government personnel observe the listed days as holidays:

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

Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by the President's Proclamation

The contractor shall observe the above holidays on the date observed by the Government. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not "on-its-face" because for an additional period of performance, or entitlement of compensation except as set forth within the contract.

Contractor employees performing duties at Government sites are automatically relieved from duty by virtue of the fact that government employees are dismissed early or given the day off, and it will be without loss to the Contractor in accordance with the payment set forth in the paragraph below. No form of holiday or other premium compensation will be reimbursed; however, this does not preclude reimbursement for authorized overtime work.

Further, when the Government grants administrative leave to its employees, contractor personnel shall also be dismissed. When administrative leave is granted to contractor personnel assigned on-site as result of inclement weather, potentially hazardous conditions, and other special circumstances, etc., it will be without loss to the Contractor. In this instance, the cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged indirect (in accordance with the contractor's accounting policy). In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-theclock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his duly appointed representative. All personnel assigned to this contract shall limit their observation or holidays to those set forth above.

When the DOE Federal employees are furloughed, the Contracting Officer will determine if the contractor's employees under this contract are to be furloughed without compensation. Contractor agrees that unpaid furloughs are not subject to the Disputes clause. When the U.S. Government is closed due to weather conditions, contractor employees at the DOE, Germantown, Maryland or any other DOE Washington, DC area facility will be dismissed with pay for the same duration as the DOE Federal employees.

#### H.22 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer.

### H.23 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (JUL 2001)

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

#### PART II

#### **SECTION I - CONTRACT CLAUSES**

I.1 52.202-1	Definitions. JUL 2004
I.2 52.203-3	Gratuities. APR 1984
L3 52.203-5	Covenant Against Contingent Fees. APR 1984
I.4 <b>52.203</b> -7	Anti-Kickback Procedures. JUL 1995
L5 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
JAN 1997	
I.6 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
L.7 52.203-12	Limitation on Payments to Influence Certain Federal Transactions. SEP 2005
I.8 52.204-4	Printed or Copied Double-Sided on Recycled Paper. AUG 2000

#### 1.9 52.204-9 Personal Identity Verification of Contractor Personnel. (NOV 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
- I.10 52.215-8 Order of Precedence Uniform Contract Format. OCT 1997
  I.11 52.219-8 Utilization of Small Business Concerns. OCT 2000
  I.12 52.219-14 Limitations on Subcontracting. DEC 1996
  - (a) This clause does not apply to the unrestricted portion of a partial set-aside.
  - (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for -
    - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
    - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
    - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
    - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- I.13 52.222-3 Convict Labor AUG 1996
  I. 14 52.222-26 Equal Opportunity FEB 1999



I.15 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998

I.16 52.223-6 Drug-Free Workplace. MAY 2001

I.17 52.223-14 Toxic Chemical Release Reporting. AUG 2003

### L18 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (FEB 2007)

(2) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

I.19 52.232-9 Limitation on Withholding of Payments. APR 1984

I.20 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. OCT 2003

I.21 52.233-1 Disputes. JUL 2002

L22 52.233-3 Protest after Award. AUG 1996

I.23 52.242-13 Bankruptcy. JUL 1995

L24 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF

THE VIETNAM ERA (JULY 1999) DEVIATION

I.25 952.202-1 Definitions.

### I.26 52.204-7 Central Contractor Registration. (JUL 2006)

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

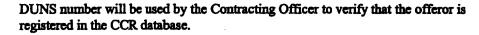
Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The



- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number-
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company Physical Street Address, City, State, and Zip Code.
    - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
    - (v) Company Telephone Number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or

division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

# I.27 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products. (AUG 2000)

(a) Definitions. As used in this clause -

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

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

- (b) The Contractor, on completion of this contract, shall -
  - (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
  - (2) Submit this estimate to [Contracting Officer complete in accordance with agency procedures].

#### **I.28 52.237-3 Continuity of Services. (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -



- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

#### I.29 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
  - (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
  - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
  - (5) Method of shipment or packing of supplies.
  - (6) Place of delivery.
  - (7) Amount of Government-furnished property.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:
  - (1) Ceiling price.
  - (2) Hourly rates.

- (3) Delivery schedule.
- (4) Other affected terms.
- (c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

### L30 52.244-6 Subcontracts for Commercial Items. (MAR 2007)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
  - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006) (38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
  - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
  - (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### I.31 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): (1) <a href="http://acquisition.gov/far/">http://acquisition.gov/far/</a> (2) <a href="http://farsite.hill.af.mil/">http://www.acquet.gov/</a>

### I.32 52.253-1 Computer Generated Forms. (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

#### I.33 952.204-73 Facility Clearance. (MAY 2002)

#### **Notices**

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

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

- (a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328.
  - (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.
  - (2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
  - (3) Following submission of a Standard Form 328 and prior to contract award, the



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

#### (b) Definitions.

- (1) Foreign Interest means any of the following:
  - (i) A foreign government, foreign government agency, or representative of a foreign government;
  - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
  - (iii) Any person who is not a citizen or national of the United States.
- (2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.
- (c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:
  - (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
  - (2) A contract or proposed contract containing the appropriate security clauses;
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and



- (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

Notice to Offerors--Contents Review (Please Review Before Submitting)

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

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

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

#### I.34 952.204-2 Security. (MAY 2002)

(a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear



material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

- (b) Regulations. The contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) Definition of restricted data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- (g) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)
- (j) Foreign Ownership, Control or Influence.



- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.
- (2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
- (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.
- (4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.
- (5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

### I.35 952.204-70 Classification/Declassification. (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified



information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

## L36 952.209-72 Organizational conflicts of interest. (JUN 1997)

- (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.
- (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.
  - (1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 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.
    - (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.

- (iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.
- (2) Access to and use of information. (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:
  - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (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;
  - (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
  - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
  - (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.
  - (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.
- (c) Disclosure after award. (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.
  - (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.
- (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.





(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.

# I.37 52,249-4 Termination for Convenience of the Government (Services) (Short Form) (Apr 1984).

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### L38 Lobbying Restriction (Energy and Water Act 2006)

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 regulation.

#### L39 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)

- (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.
- (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 DOE directly related to activities at DOE-owned or leased sites.

#### PART III

#### SECTION J - LIST OF ATTACHMENTS

#### LIST OF ATTACHMENTS (CONTRACTS)

ATTACHMENT	DESCRIPTION
A	PERFORMANCE WORK STATEMENT
В	QUALITY ASSURANCE SURVEILLANCE PLAN





#### 1.0 INTRODUCTION

The Department of Energy (DOE), Office of the Chief Information Officer (OCIO) is charged, under the Information Technology Management Reform Act of 1996, with ensuring that DOE's investment in information technology (IT) improves program effectiveness and service delivery. Also, as the Department's IT resources expert, the OCIO is responsible for continuation of improvements in the DOE's IT/cyber security posture, and is responsible for administration of the master contract, including quality assurance, service level agreements and configuration management and will be the outward facing entity of DOE in aggregate reporting to the Congress, OMB, and the DOE Office of Competitive Sourcing.

The Department of Energy and its organizations are experiencing an increasing need for information exchange capabilities. With iT software application support, cyber security and telecommunications demands increasing and the Federal workforce decreasing, DOE is required to review and improve its management techniques. The required consolidation of IT support services to meet OCIO and Department-wide Program Offices' requirements under a single Service Provider (SP) on a Department-wide basis will facilitate a more uniform promulgation of information technology policy and oversight across DOE, which is a very geographically and mission-diverse Federal agency.

The OCIO is also responsible for implementing a Departmental Independent Verification and Validation (IV&V) process to ensure that cyber security requirements are implemented consistently across the complex. The OCIO recognizes that the success of an organization goes beyond just identifying a strategy. It is necessary to also perform independent Validation and verification and quality assurance analyses of IT programs. Therefore, the Office of the Chief information Officer (OCIO) has a requirement for the performance of an independent Validation and Verification (IV&V) and quality assurance review which focuses primarily on cyber security performance measurements, service level agreement compliance, configuration management and quality assurance.

The range of risks confronting the operation of DOE's complex global networks include, but are not necessarily limited to natural disasters, intentional malicious acts, inadvertent errors, unforeseen software/hardware conflicts and/or cascading failures from interconnected systems. Risk sources are from malicious sources include foreign powers, terrorist groups and, occasional corrupt insiders, each of which can compromise or otherwise do significant damage to DOE classified national security and/or unclassified systems. As a result, active internal controls are vitally necessary to assure uninterrupted availability of information system resources; confidentiality and integrity of information systems and their contents; user authentication and access controls; non-repudiation of identity, and accountability mechanisms assuring compliance for access to and use of information and data under DOE control.

### 2.0 BACKGROUND

The Chief Information Officer (CIO) at the U.S. Department of Energy (DOE) has primary responsibility to ensure that Information Technology (IT) is acquired and information resources are managed in a manner consistent with statutory, regulatory, and Departmental requirements and priorities. With this responsibility, the CIO provides information resources management advice and assistance to the Secretary of Energy and to other senior managers. The CIO also coordinates and articulates a shared vision and corporate perspective among the Department's information activities, which permits the CIO to champion Departmental initiatives that effectively manages information and provides for value-added corporate systems.

Strategic planning is the process by which the Department and the Office of the Chief Information Officer (OCIO) determines its future direction, identifies the resources and transformational agenda needed to meet that direction and establishes an accountability system by which to manage progress towards that direction. The goal of the IRM Strategic Plan is to improve the operation of the Department's missions and programs. The Department's IRM Strategic Plan will shape the redesign of work processes and guide the development and maintenance of the Department's Enterprise Architecture and capital planning and investment control processes. In this regard, the IRM Strategic Plan builds on operational and tactical plans of each OCIO element ranging from IT human resources to E-Government. The IRM Strategic Plan describes what will be done over the next three years, while the tactical and operational plans execute the strategy and describe how these goals will be accomplished. Together, the OCIO uses these plans to ensure that Departmental efforts are meeting the strategic goals, objectives, and outcomes necessary to support the DOE mission and functions.

In addition to this internal focus, DOE recognizes the need to integrate external policy directions as defined by Congress and the Administration into its IT initiatives. The DOE IRM Strategic Plan responds to the Government Performance Results Act of 1993, the Clinger-Cohen Act of 1996, the Government Paperwork Elimination Act (GPEA) of 1998, the E-Government Act of 2002, the Federal Information Security Management Act (FISMA) of 2002, the President's Management Agenda (PMA) of 2002, the Office of Management and Budget (OMB) Circular A-130, and the Federal Enterprise Architecture.

### 3.0 OBJECTIVES

The OCIO mission is to ensure that information technology is acquired and information resource are managed in a manner that implements the policies and procedures of relevant legislation. Within the structure, the Department established a strategic plan which guides program, mission and activities. The CIO established a companion document, the IRM Strategic Plan (FY2007-2009), to guide IT acquisition, operations and management. A strategy-focused organization links strategy with internal processes to deliver value to the organization. To accomplish this, the DOE/CIO requires contractor management advisory and consulting support.

The contractor will be required to provide a diverse mix of expertise and knowledge in order to accomplish the goals and objectives. The contractor must respond to and perform task



assignments with high quality services while providing contractor staff with suitable technical skills and expertise within agreed upon time frames.

The ability to perform as a successful partner in this environment is essential to the successful delivery of high-quality IT management support services.

## 3.1 Mission-Essential Support Services.

This PWS covers six functional areas.

- ➤ Revitalize Cyber Security
- > Create Enterprise Licensing Agreements
- ➤ Use IT to Improve DOE Mission Accomplishments
- > Support the President's E-Gov Initiative
- ➤ Information Technology Workforce Initiative
- > Implement the Most Effective Organization

#### 3.1.1 Functional Area 1 - Revitalize Cyber Security

Under the first functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

Revitalize Cyber Security across the DOE – The DOE has taken significant steps to improve the current state of Cyber security within the enterprise. The first step in this effort involved developing a plan for the revitalization of the Department cyber security program. This plan was signed by the Deputy Secretary on March 8, 2006, and establishes a federated approach to implementing cyber security where the Department's Under Secretaries are responsible for the implementation of cyber security in their organizations under the leadership of the DOE Chief Information Officer. The plan defines a comprehensive cyber security program to address long-standing systemic weaknesses in protecting our information and information systems.

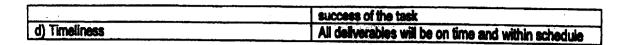
### Performance Objective 1 -

OCIO requires contractor support to review and advise on development of guidance based on NIST Special publications, which include, but not limited to: Minimum Security Controls, Certification and Accreditation, Risk Management, Vulnerability Management, Interconnection Agreements, Plan of Actions and Milestones (POA&M), Contingency Planning, and Configuration Management, etc.

The contractor shall provide assistance the Office of the Chief Information Officer (OCIO), DOE and its Program Offices in order to implement the Department's plan for the revitalization of cyber security. DOE is focusing on high-priority activities that will have significant impact over the next fiscal year(s) such as certification and accreditation.

Performance Objective Expectations

Leurina Colectia Expeciate	
Performance measures	Quality Experiations
a) Complaturess	Deliverables will be 100% complete
b) Accuracy	Collypination will be 1907, accurate
c) Effectiveness	All deliverables must contribute to the overall



# 3.1.2 Functional Area 2 - Enterprise Licensing Agreements

Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

DOE continues to experience significant success with its internal E-Government initiatives. In a continual effort to become more effective and efficient, the Department has integrated E-Government efforts with the Department's Enterprise Agreement (EA) effort. The EA program will institutionalize semi-annual strategic portfolio reviews and create Enterprise Licensing Agreements (ELAs) to ensure that the Department's information technology investments are in line with its strategic goals and missions.

As part of an overall IT acquisition framework, CIO seeks to establish ELAs to leverage cost efficiencies achieved through consolidation of like requirements and by leveraging economies of scale from enterprise-wide licensing agreements. Department-wide acquisition for widely used commercial software across the enterprise, otherwise known as enterprise licensing, consolidates IT Commercial Off-the-Shelf (COTS) software contracts. Integrating and building on existing capabilities within the Department, the Enterprise License Agreement (ELA) program will allow the Department to develop and enforce policies and procedures supporting the identification, acquisition, oversight and compliance of enterprise software agreements.

### Performance Objective 2:

- Maintain a process by which IT requirements can be consolidated into flexible, timely and cost-efficient contracts available corporate wide.
- Maximize buying power and reduce total cost of IT ownership by attaining optimal pricing through the aggregation of software requirements
- Streamline Acquisition to increase IT contract administration efficiencies through consolidation opportunities of legacy IT contracts into enterprise license agreements and single contract vehicles

Performance Objective Expectations

Performance measures	Quality Expectations
a) Complete ess	Cetiverables will be 100% complete
b) Accuracy	Deliverables will be 100% accurate
c) Effectiveness	All deliverables must contribute to the overall success of the task
d) Timeliness	All deliverables will be on time and within schedule

3.1.3 Functional Area 3 – Use Information Technology to Improve DOE Mission Accomplishments

Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

The overarching mission of DOE is to "discover the solutions to power and secure America's future." Within this context this IRM strategic goal, OCIO becomes an enabler to achieving DOE's mission. The Department will successfully realize this goal primarily through leveraging E-Government opportunities and by development of the Department E-Government Strategy.

DOE's E-Government Strategy directly supports the PMA, the Federal Lines of Business initiative, and the Department's core mission requirements by evaluating and applying new information technologies and simplifying access to energy-related Government information and services which is to adhere to the three basic principles established by the President's Management Agenda.

1. To be Citizen-centered, not bureaucracy or Agency-centered

2. To be Results-oriented, producing measurable improvements for citizens

3. To be Market-based, actively promoting innovation

Information Technology is also a key supporting element in accomplishing DOE goals. As such, it must be acquired, managed, and used in a way that maximizes its efficiency and effectiveness in supporting missions. To achieve this, the OCIO has established an IT governance structure and process that enables improved mission accomplishment at lowest cost, through the use of information Technology. This governance structure includes a Departmental IT capital planning and investment control process, EA program, IT project and asset management processes, and IT acquisition framework to achieve efficiency. Descriptions of objectives, strategies, and outcomes for the IT governance program are described below.

Performance Objective 3:

Create an environment that enables the Department to use technology to continuously improve its processes.

DOE strives to use information technology as a key enabling mission service for clear and consistent information describing Department-wide IT policy objectives and cross-Departmental initiatives, such as mission program focus, E-Government and Line of Business (LoB) initiatives.

Performance Objective Expectations

Lei Milliel Ce Objective Experience	
Portormana mesekures	Qualty Expectations
a) Completeness	Deliverables will be 100% complete
b) Accuracy	Deliverables will be 100% accurate
c) Effectiveness	All deliverables must contribute to the overall success of the task
d) Timeliness	All deliverables will be on time and within schedule



Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

DOE/CIO continues to support the President's E-Government Initiatives. DOE is an active participant in 19 of 24 of these initiatives and is involved in the six Federal Lines of Business (LoB) initiatives. DOE/CIO is developing an enterprise IT acquisition framework that will govern Department IT acquisitions in accordance with the government-wide Smart BUY program. CIO recognizes that active partnership in these important government-wide initiatives will result in government cost reductions, improved services to citizens, business-process and technology standardization, and elimination of duplicative systems.

The end result of the LoB efforts will be to save taxpayer dollars, reduce administrative burdens, and significantly improve information management services across the government.

### Performance Objective 4:

Reduced cost of government operations

- Continue active partnership in the E-Government, Line of Business, and Smart BUY initiatives in order to effectuate cost reductions across the government
- o Identify existing DOE investments that align to government-wide initiatives and implement migration and alignment plans

Streamlined delivery of services and products to the customer

 Work with customers and federal agency partners to identify ways to more efficiently provide services and information

Standardized business processes across Agencies

- o Collaborate with similar mission agencies to develop joint efforts and promote best practices across the Federal Government
- o Continue to transition to Internet Protocol Version 6 (IPv6) capable technology

Performance Objective expectations

Performance measures	Quality Expectations
a) Completeness	Derverables will be 100% complete
b) Accuracy	Deliverables will be 160% accurate
c) Effectiveness	All deliverables must contribute to the overall success of the task
d) Timeliness	All deliverables will be on time and within schedule

# 3.1.5 Functional Area 5 - Information Technology Workforce Initiative

Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

DOE/CIO recognizes the strategic management challenge required to hire and retain a highly skilled IT workforce and is working to address the criticality of strengthening human capital as a driver for organizational effectiveness. The PMA has identified a specific human-capital initiative that is directed toward aligning a professional workforce in support of a Department's mission, goals, and strategies. DOE has developed recruitment requirements to focus efforts on identifying qualified candidates who are easily able to adapt to changes brought about by new technologies. In addition, initiatives have been implemented that focus on maximizing employee performance by instituting development programs and enrichment opportunities that motivate and inspire employees.

DOE/CIO will continue to strive to maintain a high-performing workforce through enrichment opportunities, comprehensive training programs, leadership development, and an open culture that promotes the sharing of intellectual capital and demonstrates high standards of integrity for employees. Because of competitive sourcing and constantly emerging technologies, a workforce must be maintained that is both easily adaptable and highly skilled in mission critical competencies.

#### Performance Objective 5:

- Align workforce skills with DOE missions and priorities
- Implement a new performance-management system to better recognize and reward superior performance ensuring a high-performing and accountable workforce
- Implement a performance framework for accountability at the employee level maximizing employee performance by instituting development programs and enrichment opportunities that motivate and inspire employees.

Performance Objective Expectations

Paramana measires	Clary 2 respons
a) Completeness	Deliverauses will be 100% complete
D Accuracy	Cell via ables will see 100% accurate
c) Effectiveness	All deliverables must contribute to the overall success of the task
d) Timeliness	All deliverables will be on time and within schedule

# 3.1.6 Functional Area 6 - Implement the Most Effective Organization

Under this functional area, the contractor shall assist the OCIO in its management and reporting responsibilities arising from the following:

DOE defines and implements policies, procedures and guidelines to ensure efficient, economical and effective information management planning, acquisition and management in support of its mission and guidelines.

The President and the Secretary of Energy have tasked the Department to become more efficient and effective. One of the ways to accomplish this objective is through competitive sourcing and public-private competitions conducted via an OMB Circular A-76, Performance of Commercial



Activities and its revised supplemental handbook. The purpose of the A-76 process is to determine whether government employees or the private sector should perform commercial activities.

The OCIO had been designated the functional leader for the A-76 study of the Department's information technology activities. The CIO was charged with the responsibility of conducting the study of all IT functions in program offices at Headquarters and in the field. In 2006, an MEO solution was selected and the OCIO began preparing to stand up an oversight organization. Contractor support is required to assist with this endeavor which will include analytical consulting management support in the development, approval, and implementation of a residual organization (RO) that will provide monitoring, direction, evaluation and oversight activities of the IT Service Provider.

## Performance Objective 6:

- Assist with development of information management policies which promote best business practices while complying with appropriate laws and regulations.
- Assist Management with developing operational efficiencies and process improvements by leveraging new technologies.
- Assist Management by monitoring and auditing activities to ensure appropriate and costeffective information protection measures are applied and share lessons learned
  throughout the Department.
- Provide organizational consulting management support with the implementation of a residual organization.

Performance Objective Expectations

Partorna ce measures	Quality Expectations
a) Completeness	Deliverables will be 100% complete
b) Accuracy	Deliverables will as 100% accurate
c) Effectiveness	All deliverables must contribute to the overall success of the back
d) Timeliness	All deliverables will be on time and within schedule

#### 3.1.7 Contractor Deliverables

Each Task Assignment will outline all deliverables and due dates and are task specific. (See attached sample task assignment form).

#### 4.0 SECURITY

The contractor shall ensure that all DOE documents and software processed under this contract, and the information contained therein, are protected from unauthorized use and mishandling by assigned personnel. Controlled documents must be stored in a government approved storage container when not under the direct control or in the possession of authorized personnel. The contractor shall treat any information developed on security vulnerabilities and any Government provided sensitive documents as "limited official use" information. The contractor shall follow

any applicable DOE orders and/or manuals. Some task assignments may require a non-disclosure form to be signed by all contractors assigned to that task.

The contractor shall not provide any government documents, information or licensed material in any form to sources not authorized by DOE without the written approval of the COR during the period of this contract or any time afterwards. Execution of nondisclosure statements may be required.

The contractor must have approval from the Department of Energy prior to granting access to the applications. Further, the contractor shall have in place security measures and controls to minimize the potential for information compromise via intentional system penetration.

4.1 Information Technology (IT) Ownership. At the expiration of the Contract all documentation and IT information contained on the contractor IT equipment will be copied and delivered to the government. After delivery and acceptance by the DOE of these files and documents, the contractor will ensure that remaining copies of those products in their possession will be degaussed, destroyed and sanitized.

Performance Measures	Quality Expectations
a) Completeness	Deliverables will be 100% complete.
b) Accuracy	Deliverables will be 190% accurate.
c) Effectiveness	All deliverables must contribute to the overall success of the Task.
d) Timeliness	All deliverables will be on time and within schedule.

# 4.2 Other Security Requirements

# 4.2.1 Security/FOCI (DOE F 5634.2)

The Contractor must be able to pass DOE's Security requirements and meet the following Department of Energy Acquisition Regulation (DEAR) Clauses, these clauses must be in the Prime Contractors' sub-contracts if their partners are to do work requiring clearances:

DEAR 952.204-2 Security Requirements DEAR 952.204-70 Classification DEAR 952.204-73 FOCI (Solicitations)

4.2.2 Miscellaneous Security

Each task assignment will establish the need for a Security Clearance "Q" or whatever clearance requirement meets its unique requirements and needs (see attached DOE form).

The contractor will be required to assign a Facility Security Officer (FSO) to this contract. That person will be responsible for all security-related activity associated with this contract. This will include, but not limited to, the annual security refresher briefing, notifying the COR and Headquarters Security Officer (HSO) of new badge requirements and when a contractor staff

member is no longer with the contract, processing of required paperwork for Q clearances (if required), etc.

### 4.2.3 Organizational Conflict of Interest

The Contractor must be free of any and all Organizational Conflict of Interest as outlined in the following government acquisition regulations:

Department of Energy Acquisition Regulation (DEAR):

- Part 952.209-70, Organizational Conflicts of Interest-Disclosure or Representation
- Part 952.209-72, Organizational and Consultant Conflict of Interest
- Part 952:209-8, Organizational Conflicts of Interest-Disclosure
- Part 909.5, Organizational and Consultant Conflict of Interest

### 5.0 GOVERNMENT FURNISHED RESOURCES

5.1 Government Furnished Equipment - The Contractor is responsible for providing all office space, tools, equipment and/or supporting service (i.e. cell phones, pagers, hand held communication devices, computers, etc.), and fully trained staff to support the task assignment requirements. If OCIO/DOE requires staff support that has specific training unique to the Program Office, DOE may provide the training or establish the requirement as an ODC. This will be task assignment specific.

The Government may provide office space, desk, chair, Internet connections, phone and shared FAX for on-site contractors. Government computer equipment may be provided or considered if available. All Government resources shall be returned to the Government at the completion of each task assignment as required.

#### **6.0 ADMINISTRATIVE MATTERS**

#### 6.1 Travel and Per Diem

Completion of requirements under this contract will require the contractor to travel within the Washington, D.C., metropolitan area and the Germantown, Maryland area. The Government will not be required to reimburse the contractor for local travel. Some long distance (TDY) travel may be required. Such travel must be approved in advance by the OCIO Task Assignment Monitor and will be task assignment specific.

#### 6.2 Hours of Work

All effort shall be performed normal work hours within the normal work week unless otherwise directed in the task assignment.

# 7.0 PERFORMANCE BASED QUALITY ASSURANCE SURVEILLANCE PLAN

A surveillance plan will be included in each task assignment and will establish the government Objective(s), Performance Measures and Quality Expectations. These requirements are identified

#### 8.0 GLOSSARY

This provides definitions of words, phases, or acronyms used in the Performance Work Statement or task assignment, particularly those that might result in misinterpretation during execution of the work.

**ADA** Antideficiency Act

ASRB - Annual Security Refresher Briefing

**CO** Contracting Officer

CIO Chief Information Officer

**COTS** Commercial off-the-shelf

**COR** Contracting Officer's Representative

CYBER SECURITY Computer security

DRUH Direct Productive Labor Hours

**DOE** Department of Energy

**DEAR** Department of Energy Acquisition Regulation

ENTERPRISE WIDE Department of Energy-wide

EVMS Earned Value Management System

FAR Federal Agguisition Regulation

Fasteral Acquisition Streamlining Act

EGGI Foreign Ownership/Controlling Interest

F80 - Facility Security Officer

FX Flacel year

**G&A** General and Administrative

GISTA Government information Security Reform Act of 2000

GRE Government Furnished Equipment

Government Furnished Information

GER Government Furnished Property

Gevernment Management and Reform Act of 1994

1974. Government Performance and Results Act of 1993

HSQ Headquarters Security Officer

**I** Information Technology

**IV&V** Independent Verification and Validation

Lob Line of Business LOE - Level of Effort

M&O Management and Operating

**MEO** Most Efficient Organization

NIE Not to Exceed

**OBJECTIVE** The objective(s) support a general goal, and can be used to help assess whether a general goal was or is being achieved. An Objective usually describes a more specific level of achievement than a general goal.

OCI Organizational and Consultant Conflict of Interest

OCIO Office of the Chief Information Officer

ODC Other Direct Costs. Non-labor expenses.

OMB Office of Management and Budget

PERFORMANCE INDICATOR A particular value or characteristic used to measure output or outcome.

PERFORMANCE MEASURE A performance goal or performance indicator

PMA - President's Management Agenda

POP – period of performance

<u>CUALITY EXPECTATIONS</u> The targeted level or range of levels of performance/ expectation for each performance measure,

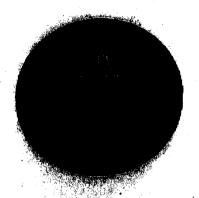
PW3 Performance-based Work Statement

**RO** Residual Organization

SP Service Provider

**R&D** Research and Development

# Office of Chief Information Officer U.S. Department of Energy



# QUALITY ASSURANCE SURVEILLANCE PLAN

Contract Number: (DE-AC01-07IM00170)

1 SOURCE CONSULTING, Inc.

### Method of Surveillance

# Performance Objective /Performance Measures/Quality Expectations

Quality expectations and performance requirements in this Plan are expressed in the following manner:

Each requirement will contain the following three elements, and when taken together these elements constitute the Surveillance Plan.

- Performance Objective A statement of the outcome or results expected in a specific task area.
- Performance Measures The critical few characteristic or aspects of achieving the objective that will be monitored by the Government, those things that the Government will be gathering data about. Each objective may have one or more measures.
- Quality Expectations The targeted level or range of levels of performance/expectation for each performance measure.

Required Service: DOE has established the required service in both the performance objective and the quality expectations. Task/Subtask Order will address specific objectives the service provider must meet.

Standards: The service provider shall provide deliverables established within the task assignments, inline with the performance measures and the level of quality expectation as established within this surveillance plan.

Maximum Error Rate: This Surveillance Plan, Quality Expectation sets the quality assurance requirement of the contractor.

Method of Surveillance: The Task/Sub-Task Monitor(s) and the DOE Contracting Officer Representative (COR) will review the performance of the service provider on a six month time frame or at the end of each Task/Subtask Order which ever comes first. A written evaluation will be provided to the Contracting Officer and the COR for the files.

Remedy: DOE/IM-1 and service provider will work closely to improve performance, enhance reliability, ensure compliance, meet deliverable schedules, and any additional requirement outlined that might be specific to each task or sub-task assignment. Failure to meet performance measure will result in the contractor correcting deficiencies at ne additional cost to the Department of Energy.

The performance objectives covered in subtask order have the following performance measures and expectations:

Portomance Measures	Gually Experience
a) Completeness	Deliverables will be 100% complete.
b) Acsumey	Conversion will be 100% accurate
c) Effectiveness	All deliverables must contribute to the overall success of
	the sub-lack.
d) Timeliness	All deliverables will be on time and within schedule.

# FOI FEE COMPUTATION WORKSHEET

THIS WORKSHEET ASSESSES CHARGES ON FOIA REQUESTS FROM COUSE REQUESTERS. FOR OTHER CATEGORIES OF REQUESTERS, REFERENT 1004, SECTION 1004.9.	OMMER R TO 10	RCIAL CFR
FOI NUMBER: 2009-000327		
FOI NUMBER: 2009-000327 FOI REQUESTER: INPUT - ynonica Jones		
CASEWORKER: PhyllisMorgan, MA-64.1		
BREAKDOWN OF FEES ASSESSED		
DUPLICATION FEE CALCULATION:		
Pages X \$.05 / Page	= .	485

# **LABOR RATE CALCULATION**

Annual Salary/2080 hours = Base Hourly Rate = \$

Base Hourly Rate X 1.16 = Loaded Hourly Rate = \$

# SEARCH FEE CALCULATION:

 $\frac{14}{14}$  Hours X  $\frac{553}{25}$  Loaded Hourly Rate =  $\frac{13.83}{15.83}$ 

# **REVIEW FEE CALCULATION:**

= <u>\$</u> 69.14 = <u>\$</u> 87.84 1 Hours X \$55.25 Loaded Hourly Rate

# TOTAL DUPLICATION, SEARCH AND REVIEW FEES:

This is \_\_\_\_ an initial estimate or X the final computation.



# **Department of Energy**

Washington, DC 20585

July 17, 2009

Mr. David Hogan Protect our Communities Foundation

Re: FOIA-2009-000329

### Dear Mr. Hogan:

This letter is sent in response to your request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You requested "communications between the Department of Energy, San Diego Gas and Electric, Sempra Energy, and other government agencies since December 2008 regarding construction of the Sunrise Powerlink across the Cleveland National Forest in San Diego County." The Office of Electricity Delivery and Energy Reliability (OE) does not have the information you requested.

Your request was forwarded to OE for review and in turn was submitted to OE's Permitting, Siting and Analysis (PSA) division. On July 1, 2009, we spoke on the phone to clarify the intent of your request. During that call, I explained that OE was not directly involved with the Sunrise Powerlink project but that PSA is interested in Sunrise because of its relation to Sempra Energy's international project which includes a wind farm in Mexico and a transmission line across the U.S.-Mexican border. PSA is processing Sempra Energy's Presidential permit application for that project and has obtained copies of the Sunrise Powerlink Environmental Impact Report/Environmental Impact Statement prepared jointly by the State of California and the U.S. Forest Service because it contains descriptive and analytic information about Sempra Energy's international project. During our July 1, 2009 phone call, you indicated that based on this description of the type of Sunrise Powerlink documents PSA has, you did not need any documents from PSA.

Pursuant to Title 10, Code of Federal Regulations (CFR), Section 1004.7 (b)(2), as Acting Deputy Assistant Secretary for PSA, I am the DOE official responding to your request.

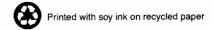
If you have any questions about the processing of the request, please contact me at (202) 586-5935 or the OE FOIA Point of Contact, Theresa Brown Shute at (202) 586-2841 or theresa.brownshute@hq.doe.gov.

Sincerely,

Anthony J. Como

Acting Deputy Assistant Secretary Permitting, Siting and Analysis

Office of Electricity Delivery and Energy Reliability





# **Department of Energy**

Washington, DC 20585

August 5, 2009

Mr. David Hogan, Consultant Protect Our Communities Foundation

Re: FOIA-2009-000329

Dear Mr. Hogan:

This is in final response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You asked for documentation of communications since December 2008, regarding the construction of the Sunrise Powerlink, and supplemental environmental analysis to the environmental impact statement.

The request was sent to the Office of Electricity Delivery and Energy Reliability, the Office of the Executive Secretariat, and the Office of Energy Efficiency and Renewable Energy to conduct a search of their files. These are the DOE offices most reasonably expected to have responsive documents.

The Office of Electricity Delivery and Energy Reliability sent you a response dated July 17, 2009. The Office of Energy Efficiency and Renewable Energy determined that the subject of the request is not a matter under its jurisdiction. A search, therefore, was not conducted of the files of that office.

The search conducted of the files of the Office of the Executive Secretariat did not locate any records that are responsive to the request. Therefore, pursuant to Title 10, Code of Federal Regulations (CFR), Section 1004.4(d), I am unable to provide any responsive records for that office.

Ms. Carol Matthews, Deputy Director, Office of the Executive Secretariat, is responsible for the determination for her office that no responsive records exist.

You may challenge the adequacy of the search for responsive documents by submitting a written appeal to the Director, Office of Hearings and Appeals, at HG-1/L'Enfant Plaza Building, U.S. DOE, 1000 Independence Avenue, SW, Washington, DC 20585-1615. You should submit the appeal within 30 calendar days of receipt of this determination.

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. The appeal must contain all the elements required by 10 CFR 1004.8. Judicial review will thereafter be available (1) in the district where you reside; (2) in the district where you have your principal place of business; (3) in the district where the DOE records are located; or (4) in the District of Columbia.

I appreciate the opportunity to assist you. You may contact Ms. Joan Ogbazghi in this office on (202) 586-3595 with any questions about the processing of the request or about this letter.

Sincerely,

Alexander C. Mor FOIA Officer

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Office of Information Resources



# **Department of Energy**

Washington, DC 20585

May 12, 2009

Michael Ravnitzky

Re: FOIA-2009-000330

Dear Mr. Ranitzky:

This is in further response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. 552. You asked for a copy of the documents concerning the testing, deployment, evaluation or dismantlement of the W-48 (also known as the W48) nuclear artillery shell. You specifically limited the request to any documents dated 1967, 1968, 1969, however, you would like documents from subsequent years.

In your letter you request that the DOE Headquarters; the Livermore Site Office; the Pantex Site Office; and the Sandia Site office be searched for documents. The information you have requested is under the jurisdiction of the National Nuclear Security Administration (NNSA). All requests for document under the NNSA/Headquarters are also processed by the service center. For these reasons, the request has been sent to the FOIA Officer at the NNSA Service Center in Albuquerque for action and to provide you a response.

If you have any questions about the processing of the request by the NNSA Service Center in Albuquerque, you may contact Ms. Carolyn Becknell, FOIA Officer, Department of Energy, National Nuclear Security Administration Service Center, P.O. Box 5400, Albuquerque, NM 87185. She also can be reached on (505) 845-4869.

I appreciate the opportunity to assist you with this matter. If you have any questions concerning this correspondence, please contact Ms. Sheila Jeter of my staff at (202) 586-5061.

Sincerely,

Alexander C. Morris

FOIA Officer

Office of Information Resources