

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DFARS (48 CFR 101)		RATING		PAGE OF PAGES 1 43	
2. CONTRACT (FAC, RM, AM, etc.) NO. DS-EM0003678/0602/15/505460/01				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 230 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001		6. ADMINISTERED BY (If other than Date 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and ZIP Code) See Schedule				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See Actual)		9. DISCOUNT FOR PROMPT PAYMENT NET 30	
10. SUBMIT INVOICES (If copies unless otherwise specified) TO THE ADDRESS SHOWN IN				ITEM			
11. SHIP TO/ARK FOR		CODE		12. PAYMENT WILL BE MADE BY		CODE 00511	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 48 U.S.C. 2054(a)(1) <input checked="" type="checkbox"/> 48 U.S.C. 2054(a)(5)				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT PRICE	
Continued							
15E. TOTAL AMOUNT OF CONTRACT				\$4,800,000.00			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return it to the issuing office.) Contractor agrees to furnish and deliver all items or services on letter or otherwise identified above and on any certification sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed below.) 15A. NAME AND TITLE OF SIGNER (Sign or stamp) <i>Gilbert Torres President</i>				18. <input type="checkbox"/> LEADAWD (Contractor is not required to sign this document.) Year after on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted on to the terms listed above and on any condition sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and year after, and (b) this award contract. No further verbal or written document is necessary.			
19A. NAME OF CONTRACTING OFFICER Travis D. Marshall				19B. UNITED STATES OF AMERICA			
20A. NAME OF CONTRACTOR [Redacted]				20B. DATE SIGNED 09/30/2015			
21A. NAME OF CONTRACTOR [Redacted]				21B. DATE SIGNED 09/30/2015			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EM0003878/0682/15/505460/01	PAGE OF 2 43
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NAME OF OFFEROR OR CONTRACTOR

See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 85-0446067 DUNS Number: 120336594 Small Business Administration 120336594 SIGMA SCIENCE INC Attn: GILBERT TORRES 500 MARQUETTE AVE. NW SUITE 1200 ALBUQUERQUE NM 87102 5056624490 IGF::OT::IGF LANL Nuclear Safety Support IDIQ FOB: Destination Period of Performance: 09/30/2015 to 09/29/2020				4,000,000.00
00001	Los Alamos National Laboratory Nuclear Safety Support Services				

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) task orders will be issued in accordance with clause H.14, Task Ordering Procedure. All resulting T&M task orders shall utilize the fully-burdened rates contained in Section J, Attachment J-3, IDIQ Schedule of Rates and Labor Category Qualifications. The labor rates to be utilized in any resulting FFP task order will be negotiated prior to FFP task order issuance. The contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. 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 meeting the requirements identified in each individual task order in accordance with the scope of work/requirements contained in Section C, Description/Specifications/Statement of Work.

B.2. CEILING PRICE OF MASTER CONTRACT

Contract Term	Five Years
Contract Price (Estimated Maximum)*	\$4,000,000.00

**Task orders may be issued up to the estimated maximum value of the master contract.*

B.3. GUARANTEED MINIMUM AND ESTIMATED MAXIMUM VALUES

- (a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$5,000.00.
- (b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$4,000,000.00.

B.4. FUNDING

Funding will be obligated to each individual task order up to the ceiling value of the basic contract. All task orders issued under this contract count towards the ceiling value of \$4,000,000.00, and the total cumulative value of the task orders issued shall not exceed the contract ceiling value.

B.5. LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS AS APPLICABLE)

(a) If a firm-fixed-price task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the task order will be the lower of the amount of funds allotted to the task order or the amount payable to the contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each task order there is:

- (1) a fixed price for the action;
- (2) a fixed amount of work that corresponds to the firm-fixed-price;

- (3) a planned funding schedule that corresponds to the firm-fixed-price and the fixed amount of work;
- (4) no Government obligation to the contractor until the Government allots funds to the contract for the action;
- (5) if the Government incrementally allots funds, both a firm-fixed-price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the contractor equal to the allotted funds; and
- (6) an obligation that the Government will pay the contractor for the work the contractor performed for which funds were allotted based on the firm-fixed-price for the services the allotted funds covered and the firm-fixed-price of the work performed, not the costs the contractor actually incurred.

(b) For each task order:

- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the task order;
- (2) the contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated firm-fixed-price for each of the firm-fixed-price task orders issued:
 - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the contractor is subject due to the incremental funding arrangement established in this clause; and
 - ii. the specific risk that in the event of termination of an incrementally funded task order before the task order is fully funded, the contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a firm-fixed-price task order is the allotted funds for the task order, the contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
- (3) the contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the firm-fixed-price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
- (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the task order, the contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the contractor based on the firm-fixed-price of the fixed amount work. The Government will not pay the contractor based on the costs the contractor incurs in performing the work; and
- (5) the contractor agrees to provide the fixed amount of work for the firm-fixed-price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each task order:

- (1) The firm-fixed-price (of both the entire task order and of the current cumulative amount of funds allotted to the task order at any time during contract performance) is not subject to any adjustment on the basis of the contractor's cost experience;

- (2) The contract places the maximum risk and full responsibility on the contractor for all costs and resulting profit or loss; and
- (3) If the Government meets the entire Planned Funding Schedule,
 - i. the cumulative amount of funds allotted will equal the task order's firm-fixed-price and
 - ii. the contractor must provide the work the contract requires for the task order.
- (d) The firm-fixed-price for each task order will be listed in Section B of each individual task order.
- (e) The Planned Funding Schedule for each task order will be listed in each individual task order. The sum of the planned funding for each task order equals the firm-fixed-price of the task order.
- (f) The Actual Funding Schedule for each task order will be listed in each individual task order. It specifies the actual amount of funds allotted and presently available for payment by the Government and the work to be performed for the funds allotted.
- (1) The contractor may bill against a task order only after the Government has allotted funds to the task order and the contractor has delivered the services and earned amounts payable for the task order.
 - i. The contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
 - ii. If the contractor does not perform the contract's requirements for the task order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a task order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple firm-fixed-price contract for that task order regardless of the rate at which the contractor is, or is not, earning amounts payable, and:
 - (1) The Government's and the contractor's obligations under the contract for the task order—with the exception that the Government's obligation for the task order is limited to the total amount of funds allotted by the Government to the task order and similarly the contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the task order were both firm-fixed-price and fully funded at time of contract execution, that is, the contractor agrees that: it will perform the work of the contract for that task order; and neither the firm-fixed-price for the task order nor any other term or condition of the contract will be affected due to the task order's being incrementally funded.
 - i. The contractor agrees, for example, if the Government allots funds to a task order per or earlier than all of the funding dates in the Planned Funding Schedule for the task order, the Government has met all of its obligations just as if the task order were fully funded as of the time of contract execution and the contractor retains all of its obligations as if the task order were fully funded as of the time of contract execution, while at the same time the contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the task order that exceed the total amount of funds allotted by the Government to the contract for the task order
 - A. it (not the Government) will be liable for those excess amounts payable

- B. it will remain liable for its obligations under every term or condition of the contract and
- C. if it fulfills all of its obligations for that task order and the Government allots funds to the task order equal to the task order's firm-fixed-price, the Government will pay it the firm-fixed-price for the task order and no more.

- ii. The contractor also agrees, for example, if the Government allots funds to a task order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the task order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the task order were fully funded; consequently, if the Government subsequently terminates the task order it will pay the contractor the lower of the following two amounts: the amount allotted by the Government to the task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(h) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the task order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the task order by the Government.

- (1) The notification is for planning purposes only and does not change any obligation of either the Government or the contractor.
- (2) The contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the task order.
- (3) The Government may require the contractor to continue performance of that task order for as long as the Government allots funds for that task order sufficient to cover the amount payable for that task order.

(i) If the Government does not allot funds to a task order per or earlier than its Planned Funding Schedule, the contractor may be entitled to an equitable adjustment and:

- (1) the Government's maximum obligation, including any termination obligation, to reimburse the contractor remains limited to the total amount of funds allotted by the Government to the contract for that task order;
- (2) the contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract;
- (3) if the Government subsequently terminates the task order, it will pay the contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either task order:

- (1) The Government is not obligated to reimburse the contractor in excess of the total amount allotted by the Government to this contract for the task order; and

(2) The contractor is not obligated to continue performance under this contract related to the task order or earn amounts payable in excess of the amount 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 the task order.

(k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a task order, which will remain at all times the Government's maximum liability for a task order. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any amounts payable earned for a task order in excess of the total amount allotted by the Government to this contract for a task order, whether earned during the course of the contract or as a result of termination.

(l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the contractor to exceed the amount allotted by the Government for a task order unless they contain a statement increasing the amount allotted.

(m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule:

Task Order (TBD)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

(o) Actual Funding Schedule:

Task Order (TBD)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

(End of Section)

SECTION C – DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE WORK STATEMENT

U.S. DEPARTMENT OF ENERGY

ENVIRONMENTAL MANAGEMENT CONSOLIDATED BUSINESS CENTER (EMCBC)

EM-LA NUCLEAR SAFETY SUPPORT SERVICES

C.1. INTRODUCTION

The Department of Energy (DOE) Environmental Management Los Alamos Field Office (EM-LA) is seeking contractor support for both routine and as needed technical support services to assist in the development and execution of a Nuclear Facility Documented Safety Analysis for Technical Area G at Los Alamos National Laboratory (LANL). The services specified by this Indefinite Delivery/Indefinite Quantity (ID/IQ) contract shall be performed primarily at the contractor's facilities. However, some work may occur on-site at LANL or require the contractor to travel to other DOE locations. Therefore, the contractor may be required to work in facilities where access is controlled for security reasons and in areas where facility operations are ongoing.

Any work performed on-site or within DOE facilities will be accomplished in accordance with all Federal regulations and procedures pertaining to security, safety, health, and environmental control. All work shall be performed in compliance with all Federal and State regulations, DOE Orders, and national standards. Work in certain facilities will require cooperative efforts with other contractors. Security controls may vary from facility to facility.

C.2. BACKGROUND

Established in 1989, the DOE Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. In order to continue and build upon the momentum of the first 25 years of the EM program, and within the broader context and in support of Administration and Departmental policies, strategies, and initiatives, EM's mission is to complete the safe cleanup of the environmental legacy brought about from five decades of nuclear weapons development and government-sponsored nuclear research.

The EM program has made significant progress in shifting away from risk management, to embracing a mission completion philosophy based on reducing risk and environmental liability. As an established operating cleanup completion and risk reduction program, EM is demonstrating the importance of remaining steadfast to operating principles, while remaining focused on the mission.

LANL is a DOE/National Nuclear Security Administration (NNSA) facility situated on approximately 27,500 acres (approximately 40 square miles) in north-central New Mexico, approximately 100 miles north of Albuquerque and 25 miles northwest of Santa Fe. Scientific research began at LANL in March of 1943, with the inception of Project Y of the Manhattan Project, the U.S. Government's effort to develop and test nuclear weapons. In recent decades, operations at LANL have expanded beyond nuclear weapons development to include missions pertaining to "national security, energy resources, environmental quality, and science."

C.3. GENERAL SCOPE

The scope of this contract will consist of technical support services needed to support the development and implementation of Documented Safety Analysis for EM operations facilities at LANL, such as Technical Area 54 Area G.

DOE will issue task orders as work is defined and funding is available. The specific services required and details such as the required deliverables, deliverable due dates, and milestones will be provided in the respective task order(s). The contractor shall provide qualified personnel to perform the tasks as specified in the contract and task orders.

C.3.1. GOALS AND OBJECTIVES

LANL works to ensure goals described in the DOE-EM, “DOE Office of Environmental Management FY15 Annual Performance Agreement,” are supported. The goals that are pertinent to this Performance Work Statement (PWS) are:

- Goal 1: Improve Organizational Culture.
- Goal 2: Increase Efficiency/Improve Performance.
- Goal 3: Achieve Program/Project Results
- Goal 4: Organizational Excellence

The contractor shall support and implement actions in furtherance of the performance agreement and achievement of the above goals as they relate to EM–LA Nuclear Safety Support Services.

C.3.2. SAMPLE TASKS

A summary of expected areas of needed support include, but are not limited to the following:

DOE Nuclear Facility Safety Basis Development – in accordance with 10 CFR 830 Federal Rule and DOE-STD-3009-2014, includes:

- i. Documented Safety Analysis (DSA) development and Technical Safety Requirement (TSR) development.
- ii. Preliminary DSA (PDSA) development and engineering integration documentation.
- iii. Nuclear safety, safety basis/design strategy, development, and integration, design review, criticality safety, DNFSB coordination, PAAA enforcement support.
- iv. Unresolved Safety Question reviews.
- v. Safety Management Program (SMP).

C.4. PERFORMANCE BASED REQUIREMENTS

To more adequately track the benefits from the costs incurred, the DOE incorporates performance requirements into its contracts. Each performance requirement will contain the following three elements: Performance Objective, Performance Measures, and Performance Expectations. When taken together, these elements constitute the performance requirements of each individual task order that will be issued under this ID/IQ contract.

- a. The task orders will be performance based subject to the objectives, measures and expectations contained in the task order's PWS.
- b. Each performance requirement in each task order's PWS will contain the following three elements:
 - i. Performance Objective – A statement of the outcome or results expected.
 - ii. Performance Measures – The critical few characteristics or aspects of achieving the objective that will be monitored by DOE and for which DOE will gather data about which include Accuracy, Timeliness, Cost Control, and Customer Satisfaction.
 - iii. Performance Expectations – The targeted level or range of levels of performance for each performance measure.
- c. PWS performance expectations for each task order will include the following:
 - i. Contractor shall strive to provide 100% of all services and deliverables identified in the PWS in a complete, effective and efficient manner.
 - ii. Contractor shall demonstrate commitment to quality in preparation of administrative support documentation.
 - iii. Contractor shall adhere to and follow all laws, regulations, and DOE directives specified in Section J, Attachments J-1 and J-2, which pertain to the activities outlined in the PWS.
 - iv. Contractor shall strive to provide 100% of all deliverables on time.
 - v. Contractor shall ensure that personnel assigned to the contract meet the requirements of the specific position descriptions.
 - vi. Contractor personnel shall conduct themselves with the level of professionalism expected in a Government office environment in accordance with applicable DOE and Federal regulations.
- d. The contractor's performance will be measured for completeness, quality of work, timeliness and accuracy of data/information in reports and work products. It is expected that no repeated deliverable will be rejected for inaccurate data. Unacceptable work as identified by the CO must be corrected by the contractor at no additional cost to the DOE.
- e. The contractor's performance under each task order will, at a minimum, be evaluated annually and upon completion of the task order utilizing the Contractor Performance Assessment Reporting System (CPARS). The evaluation elements may include but are not limited to quality, cost control, timeliness of performance/schedule, business relations, management of key personnel, utilization of small businesses, and overall customer/DOE satisfaction. Performance ratings will be provided to the contractor for comment.

The contractor is expected to conduct all work in a manner that promotes and improves productivity and minimizes waste, while performing in compliance with safety and security standards. The contractor shall provide recommendations to continually improve the efficiency and cost effectiveness of operations.

C.5. RESOURCES

The contractor shall provide all personnel, facilities, equipment (to include laptops and any required specialized software to support this contract and resulting task orders), material, services, and supplies (except for those specifically identified in each task order) and otherwise perform all functions necessary to accomplish work in a safe, compliant, effective, and efficient manner. The contractor shall provide sufficient resources, with the potential for the mix of resources changing as the specific tasks require.

C.6. DELIVERABLES

During the course of the contract, DOE EM will direct work through the issuance of task orders, which will specify required deliverables, deliverable due dates, and milestones. All reports shall be prepared in Microsoft Word, presentations made in Microsoft PowerPoint, and spreadsheets in Microsoft Excel. Final deliverables shall also be saved in Adobe Acrobat searchable format. The contractor shall have the ability to share electronic files among its own members as well as with DOE EM, EM-LA, and other team representatives. All work products become the property of the Government upon acceptance.

C.7. TRAVEL

Significant travel is not anticipated, however limited travel may be required to other DOE locations, such as to facilitate EM Headquarters review of deliverables. All travel in support of resulting task orders will be directed by DOE, must individually be approved by the Contracting Officer in advance, and must be conducted in accordance with the contract and applicable regulations/orders.

C.8. SAFETY

The contractor shall take precautions as required to ensure accident free performance while performing task orders under this contract. The contractor shall allow Government safety personnel to inspect the contractor's operation for safety violations at any time during the term of the contract.

The contractor shall:

- Report, in writing, to the CO within 24-hours of occurrence, all accidents which may arise out of, or in connection with, performance of services required hereunder which results in injury, death, or property damage. Give full details of the accident, including statements from witnesses (if any). (Use Form F-3 from PD-440-04, EMCBC Federal Employee Occupational Safety & Health Program Description)
- Require all employees to comply with all safety regulations and requirements imposed by federal, state, and local authorities, and by DOE directives.
- Report to the CO in writing within one hour of occurrence any incident that causes a significant disruption of contractor operations, an evacuation of contractor facilities, or a security or emergency incident.

C.9. CONTRACTOR ACCESS TO GOVERNMENT FACILITIES

Periodic access to the EM LA general office building may be granted for limited time periods if contractor personnel sign-in as a visitor and are accompanied by an escort. Access to certain facilities or documents may be granted on a case-by-case basis, at the discretion of the Government. Contractor management and staff shall be required to apply for, receive, and maintain access to documents, computers, as well as facilities.

Contractor staff will be required to use a visitor badge during the period of performance while on-site. If on-site for more than 30 days, contractor staff will be required to obtain an un-cleared security badge. Security badges issued by DOE are the property of the Government and shall be surrendered upon an individual's departure from support of this contract's requirements.

C.10. SECURITY

The contractor shall comply with all security requirements stated throughout other sections of the contract. Further,

the contractor shall ensure that all DOE documents and software processed under this contract and resulting task order(s), and the information contained therein, are protected from unauthorized use and mishandling by assigned personnel. The contractor shall treat all products as DOE proprietary information and provide the necessary security and protection of all data, both existing and under development, both hard copy and electronic, related to this contract. When working within a DOE designated location or installation, all security aspects and requirements related to behavior, documents, work equipment, and information handling shall be subject to the site security requirements for that location. At the discretion of the CO and COR, assigned personnel will be required to sign a non-disclosure agreement.

If any contractor employee will be using a contractor provided laptop during site visits, the individual will be required to obtain computer use/approval by DOE security prior to on-site arrival.

C.11. CONTRACTOR EMPLOYEES

Contractor's Responsibility: The contractor shall provide fully qualified and trained personnel from its own resources to support contract requirements. Contractor employees providing task order support shall consist of personnel with extensive qualifications and experience (or equivalencies per DOE O 426.2) in the task related subject matter area. For example, a task related to DSA development shall be supported by high quality personnel with equivalent qualification and experience consistent with DOE-STD-1183-2007, or successor document. The contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging and proven technologies applicable to the work to be performed under the task order.

The contractor shall ensure that all employees affiliated with this contract and resulting task orders have access to the data, whether on-site or working elsewhere, and that they are United States citizens. Resumes shall be provided for verification and inclusion with the contract proposal. Contractor shall provide proof of employee qualifications, training, and certifications as needed.

Mandatory Training: The contractor shall ensure that all employees attend DOE-provided security and/or safety training as needed or as directed by the DOE CO or COR or site Safety Officer (usually within 30 days of the first date of performance on this contract and at least once annually thereafter). The contractor shall ensure that every employee is instructed to safely and competently perform the work.

C.12. KEY STAFF RESPONSIBILITIES

The contractor shall appoint a Program Manager (PM) who shall serve as the primary interface to the DOE Contracting Officer (CO), designated Contracting Officer Representative (COR), and/or other individuals per DOE's request and shall have supervisory control over staff assigned to perform work under this contract. The program organization shall be led by key staff such as the PM, who will maintain the authority and reporting responsibilities for all program, business, and contract related matters.

The PM shall develop a Work Plan for each task order with a detailed description of planned activities to achieve specific results with anticipated outcomes, the durations of each planned activity, and responsible personnel. As requested by DOE, the PM may be required to provide senior level support to DOE through environmental, engineering and technical analysis, and reviews of documents and issues related to the Los Alamos Assistant Manager for EM-LA. This support may require periodic travel to locations as assigned for coordination and meetings.

(End of Section)

SECTION D - PACKAGING AND MARKING

D.1. DOE D-2001 PACKAGING AND MARKING (OCT 2014)

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which -
 - (1) Identifies the contract by number pursuant to which the item is being delivered;
 - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
 - (3) Indicates whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.
- (d) In lieu of mailing or other delivery service, the contractor may electronically submit reports via e-mail to the CO as identified in Section G and to the Contracting Officer's Representative (COR) as identified in Section G. Electronic file formats shall be as required in the PWS. If acceptable file formats are not listed in the PWS, submittals must be in Portable Document Format (PDF) or Microsoft Office 2007 (or newer) file formats. If it appears that another electronic data format is more appropriate for the type of document being submitted, the contractor shall contact the CO to determine whether the format is acceptable before submitting it.

(End of Section)

SECTION E - INSPECTION AND ACCEPTANCE

E.1. DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-4, Inspection of Services – Fixed-Price (AUG 1996), or FAR 52.246-6, Inspection – Time-And-Material and Labor-Hour (May 2001). If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the contractor in writing.

E.2. FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

E.3. FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(End of Section)

SECTION F - DELIVERIES OR PERFORMANCE

F.1. FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

F.2. FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY)

F.3. EMCBC-F-2001 DELIVERY SCHEDULE (OCT 2014)

The Government requires delivery to be made according to the following schedule:
TBD on Task Order basis.

F.4. DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)

The services specified by this contract shall be performed at the following location(s):
Primarily at the contractor's facilities. However, some work may occur on-site at LANL or require the contractor to travel to other DOE locations. The place of performance will be specified in each individual task order.

F.5. PERIOD OF PERFORMANCE

- (a) The contract period of performance and ordering period shall be five years from the date of award of this contract.
- (b) Each task order issued by the Contracting Officer will identify a specific period of performance. Issuance of task orders will not occur beyond the current contract expiration date. Performance of all task orders issued before the end of the contract period of performance shall not exceed 24 months beyond the contract period of performance and ordering period.
- (c) The period of performance for any Time and Materials (T&M) task order shall not exceed 36 months. The period of performance for any Firm-Fixed-Price (FFP) task order shall not exceed 60 months.

(End of Section)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. EMCBC-G-1002 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS

The following personnel are authorized to issue task orders under this contract:

Any duly appointed DOE EMCBC Contracting Officer

G.2. DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.

G.3. DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.4. DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

- (a) The contractor shall designate a Program Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the contractor and the Contracting Officer's Representative (COR) under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.5. DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the

following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contracting Officer.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the COR.

(3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the (insert Contract Specialist or Contracting Officer) and the COR.

(c) Information regarding correspondence addresses and contact information is as follows:

(1) Contracting Officer's Representative

(A) Jeffrey Casalina

(B) Telephone number 505-664-0073

(C) Address NNSA Los Alamos Field Office

3747 West Jemez Rd

TA-43 Bldg. 1410 MS A316

Los Alamos, NM 87545

(D) Email address jeffrey.casalina@em.doe.gov

(2) Government Contract Administration Office: DOE EM-LA

(A) Robert Maynard

(B) Telephone number 505-606-0398

(C) Mailing address EM-LA Los Alamos Field Office

3747 West Jemez Rd.

MS-A316

Los Alamos, NM 87544

(D) Email address Robert.maynard@em.doe.gov

G.6. DOE-G-2005 BILLING INSTRUCTIONS – ALT 1 (OCT 2014)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

(d) Fixed-Price Task Orders: the contractor shall submit invoices (Standard Form 1034) in accordance with FAR 52.232-1 "Payments" (APR 1984). Invoices shall reflect the fixed prices specified in Section B of each task order.

Time-and-Materials Task Orders: The contractor may submit invoices not more than once every two weeks in accordance with FAR 52.232-7 "Payments under Time-and-Materials and Labor-Hour Contracts" (AUG 2012).

The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost. The contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(A) Statement of Cost must be completed in accordance with the contractor's cost accounting system.

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

(C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.

(E) The total fee billed, retainage amount, and available fee must be shown.

(F) If task orders or task assignments are issued under this contract, the contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(2) The contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must

clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(B) Any cost sharing or in-kind contributions incurred by the contractor and/or third party during the billing period must be included.

(C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

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

G.7. DOE-G-2006 SUBMISSION OF REQUEST FOR PROGRESS PAYMENTS (OCT 2014)

(a) Progress Payments under this contract are authorized under this contract in accordance with the clause at FAR 52.232-16, Progress Payments. The Contractor shall use Standard Form 1443 (Contractor's Request for Progress Payment) when requesting progress payments.

(b) Contractors shall submit requests for progress payments electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) The Contracting Officer will not make progress payments or increase the contract price beyond the funds obligated under the contract, as amended.

G.8. DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014)

(a) The Contracting Officer will document the contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the contractor take the overview

training that can be found on the CPARS website. The contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

G.9. DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

The Government shall not exercise any supervision or control over contractor employees performing services under this contract. The contractor's employees shall be held accountable solely to the contractor's management, who in turn is responsible for contract performance to the Government.

G.10. DEFECTIVE OR IMPROPER INVOICES

The name, title, phone number, e-mail, and complete mailing address of those officials of the contractor who are to be notified when DOE receives a defective or improper invoice are as follows:

Elythia McAnarney
Office Manager
Sigma Science Inc.
500 Marquette Ave NW, Suite 1200
Albuquerque, NM 87102
Phone: 505-503-4939
Email: elythia@sigmasci.com

(End of Section)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

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

H.2. DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)

The contractor shall provide personnel for the performance of this contract, whether employees of the contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in Section J, Attachment J-3, IDIQ Schedule of Rates and Labor Category Qualifications, except as the Contracting Officer may otherwise authorize.

H.3. DOE-H-2030 SECTION 8(A) DIRECT AWARDS (OCT 2014)

(a) This contract is issued as a direct award between the Department of Energy (DOE) and the contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and DOE. In accordance with the SBA-DOE Partnership Agreement, SBA has delegated to DOE, for re-delegation to warranted DOE Contracting Officers, its authority to enter into prime contracts with eligible 8(a) participants in accordance with section 8(a) (1)(A) of the Small Business Act. 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.

(b) DOE is responsible for administering the contract and acting on behalf of the Government under the terms and conditions of the contract. DOE may assign contract administration functions to another Government contract administration office. However, DOE shall provide advance notice to the SBA before it issues any final notice terminating performance, either in whole or in part, under the contract; and DOE shall obtain SBA's approval prior to processing any novation agreement.

(c) The contractor shall notify the DOE Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based relinquish ownership or control of such, or enter into any agreement to relinquish such ownership or control. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for the convenience of the Government, unless SBA waives the requirement for termination.

H.4. DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

(a) The DOE and the contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board

comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the contractor's request for ADR proceedings, the Contracting Officer shall provide the contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the contractor rejects the Contracting Officer's request to use ADR procedures, the contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.5. DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

Within **10** calendar days after the effective date of the contract, the contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the contractor, its related entities and other performing entities under the contract.

(b) The procedures the contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.

(d) The procedures the contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the contractor for violation of OCI requirements.

H.6. DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)

(a) Performance of work under this contract may result in the contractor having access to Controlled Unclassified Information (CUI) via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such Controlled Unclassified confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The contractor shall treat this information as sensitive and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to –

- (1) Information which, at the time of receipt by the contractor, is in the public domain;
- (2) Information which, subsequent to receipt by the contractor, becomes part of the public domain through no fault or action of the contractor;
- (3) Information which the contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
- (4) Information which the contractor can demonstrate was received from a third party who did not require the contractor to hold it in confidence; or
- (5) Information which is subject to release under applicable law.

(c) The contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, Controlled Unclassified Information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(d) Upon request of the Contracting Officer, the contractor agrees to execute an agreement with any party which provides Controlled Unclassified Information to the contractor pursuant to this contract, or whose facilities the contractor is given access to that restrict use and disclosure of Controlled Unclassified Information obtained by the contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(e) Upon request of the Contracting Officer, the contractor shall supply the Government with reports itemizing the Controlled Unclassified Information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.7. DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The contractor shall comply with the following:

(a) Notify 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 an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

(b) Display the OIG hotline telephone number in buildings and common areas 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 under the contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must –

- (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
- (2) Not impede or hinder another employee's cooperation with the OIG; and
- (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.8. DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

(a) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2 or identified elsewhere in the contract.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the contractor in writing of the Department's intent to revise the list, and the contractor shall be provided with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the contractor shall advise the Contracting Officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the contractor to immediately begin compliance with the requirements of any directive.

(d) The contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1, Changes – Fixed-Price, or FAR 52.243-3, Changes – Time-and-Materials or Labor-Hours.

(e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor shall include this clause in all subcontracts to the extent necessary to ensure the contractor's compliance with these requirements.

H.9. INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ) SCHEDULE OF RATES

- (a) The purpose of this clause is to set forth the Not-to-Exceed fully-burdened labor rates to be utilized when estimating and pricing all IDIQ task orders.
- (b) IDIQ task orders may be issued for any section of the PWS in accordance with the terms of this contract.
- (c) For T&M task orders, the contractor shall utilize the rates in Section J, Attachment J-3, IDIQ Schedule of Rates and Labor Category Qualifications, in establishing the total amount for each task order. The contractor may propose rates less than, but not exceeding, the rates in Attachment J-3, unless otherwise approved by the Contracting Officer. For FFP task orders, the rates will be negotiated prior to FFP task order issuance.
- (d) Labor categories may be added upon bilateral agreement provided the requirements warrant additions.

H.10. DOE-H-1040 LOBBYING RESTRICTION

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.

H.11. CONTRACTOR EMPLOYEE TRAINING

- (a) The contractor shall provide fully qualified and trained personnel from its own resources to support the requirements of this contract. DOE may provide training assistance at its discretion at no cost to the contractor. All training must be approved by the COR. Overtime costs associated with training will not be reimbursed by the Government.
- (b) The contractor shall ensure that all employees who perform services under this contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer's Representative or other duly authorized official (usually within 30 calendar days of the first date of performance on this contract and as least once annually thereafter). The contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.12. ACCESS TO DOE-OWNED OR LEASED FACILITIES

- (a) The performance of this contract requires that employees of the contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The contractor understands and agrees that DOE has a prescribed process with which the contractor and its employees must comply in order to receive a Federal credential or 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 Federal credential /security badge approval for access. The contractor shall consider the following potential disqualifiers which are not all inclusive and may vary depending on access requirements:
 - (i) is, or is suspected of being, a terrorist;
 - (ii) is the subject of an outstanding warrant;
 - (iii) 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;
 - (iv) has presented false or forged identity source documents;
 - (v) has been barred from Federal employment;
 - (vi) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 - (vii) 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 ensure:
 - (i) In initiating the process for gaining physical access: (1) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE; (2) that the employee properly completes any forms; and (3) that the employee(s) submits the forms to the person designated by the CO.
 - (ii) In completing the process for gaining physical access, that its employee (1) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (2) 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. To obtain a security badge employees must be US Citizens. Upon notice from DOE

that an employee's application for a Federal credential / security badge is or will be denied, the contractor shall promptly identify and submit the forms referred to in subparagraph (b)(i) of this clause for the substitute employee. The denial of a Federal credential /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 CO 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.13. TASK ORDERING PROCEDURE

- (a) A task order may be issued as needed for any work covered by Section C, Performance Work Statement. Task orders may be issued as FFP or T&M.
- (b) Only a duly appointed EMCBC Contracting Officer (CO) may issue task orders to the contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the CO.
- (c) All task order efforts shall be completed in accordance with the contract requirements, in addition to the requirements as stated within the task order.
- (d) Prior to issuing a task order, the CO will provide the contractor with a request for task order proposal including, at a minimum, the following data:
 - (i) A task order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance requirements, as well as identifying the objectives or results desired from the contemplated task order;
 - (ii) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
 - (iii) Requirements for the contractor's task order proposal (reference paragraph f, below, for details); and
 - (iv) A response time for submitting the task order proposal.
- (e) The contractor shall submit all task order proposals within 10 business days after receipt of a request from the CO, unless otherwise requested. In order to meet urgent requirements, the contractor may be required to respond to a shorter time period identified by the CO. If the contractor is unable to submit the task order proposal within the required 10 business days, or the CO requests a submission period of less than 10 business days, the contractor shall contact the CO within 2 business days of receipt of the task order request to reach an agreement on the due date for the task order proposal.

- (f) The contractor's task order proposal shall include, at a minimum, the following:
- (i) Discussion of the technical approach for performing the work;
 - (ii) A detailed schedule, including, but not limited to, key milestones identified in the Government PWS and/or the contractor's technical approach;
 - (iii) Detailed cost/price information (reference paragraph g, below, for details);
 - (iv) Proposed deviations (if any) from the stated PWS requirements; and
 - (v) Any other information required to determine the reasonableness of the contractor's proposal.
- (g) Procedure for establishing FFP or T&M ceiling value
- (i) The cost/price proposal from the contractor shall include the applicable fully-burdened labor rates identified in Section J, Attachment J-3, IDIQ Schedule of Rates and Labor Category Qualifications (note that the rates utilized for FFP task orders will be negotiated and modified into the contract before issuance of a FFP task order), unless otherwise approved by the CO. In addition, the contractor shall provide labor hours, material, equipment and other direct costs, and/or any other appropriate information to determine the reasonableness of the contractor's proposal.
 - (ii) The contractor shall substantiate and provide the basis for all proposed costs (e.g., based on historical data, competition, another appropriate industry standard).
 - (iii) Direct Labor:
 - A. The contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work.
 - B. The contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Attachment J-3.
 - (iv) Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel):
 - A. The contractor shall include a detailed breakdown (e.g., size, quality, quantity, capacity, units, hours and rates) of all Other Direct Costs (ODCs) required to perform the task order work.
 - B. The contractor shall propose all travel in accordance with FAR 31.205-46 – Travel Costs, and established Per Diem Rates. The contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.
 - (v) Subcontracts:
 - A. The contractor shall utilize competition to the maximum extent practical when utilizing subcontracting (reference FAR 52.244-5, Competition in Subcontracting).
 - B. The contractor's proposal shall include documentation supporting the fairness and reasonableness of all subcontracted efforts. The documentation shall include the proposals received, the successful awardee and the basis for award (e.g., low bidder or best value). If competitive proposals are not received, justification of price reasonableness shall be provided in addition to a justification for procuring from a single source, if applicable.
 - (vi) For T&M Task Orders With Non-Labor Costs:

The contractor is entitled to apply an indirect rate to all non-labor costs of 11.00%.

- (h) The CO will either approve the contractor's task order proposal or negotiate any areas of disagreement with the contractor. The contractor shall not perform any work on a task order until authorized by the CO. After review and any necessary discussions, the CO may issue a task order to the contractor containing, as a minimum, the following:
 - (i) Date of the order.
 - (ii) Contract number and task order number.
 - (iii) PWS identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (iv) Performance standards, and where appropriate, quality assurance standards.
 - (v) Maximum dollar amount authorized (FFP or T&M ceiling value).
 - (vi) Any other resources (e.g., travel, materials, equipment, facilities) authorized.
 - (vii) Delivery/performance schedule including start and end dates.
 - (viii) Accounting and appropriation data.
- (i) The contractor shall provide acknowledgment of receipt to the CO within 2 business days after receipt of the task order.
- (j) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, the CO may issue an undefinitized task order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date.
- (k) The CO may modify task orders in the same manner in which they were issued.
- (l) In the event of a conflict between the requirements of the task order and the contractor's approved task order proposal, the task order shall prevail.
- (m) The contractor shall deliver all task order specific deliverables as stated in task order.

H.14. NO THIRD PARTY BENEFICIARIES

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

H.15. RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the Contracting Officer.

H.16. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

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

H.17. CONSERVATION OF UTILITIES

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

H.18. TASK ORDER CONTRACT TYPE

Under this basic contract, DOE may issue Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) task orders. FFP task orders shall not exceed five years in duration and T&M task orders shall not exceed three years in duration. All T&M task orders issued will stipulate a ceiling value for direct productive labor hours (DPLH), fully-burdened labor costs, travel and other direct costs, and total task order price.

H.19. INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The representations, certifications, and other statements of the contractor, Dated **08/14/2015**, made in response to Letter Solicitation No. EMCBC-00864-15 are hereby incorporated into this contract by reference.

H.20. CONTRACT PARTICIPATION BY FOREIGN NATIONALS

(a) The contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.

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

H.21. TRAVEL

The contractor shall be entitled to reimbursement of the expenses incurred by its employees for lodging, meals and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for travel related to the work scope (e.g. site audits and assessments, meetings, training classes, technical meetings, and stakeholder interactions) performed on T&M task orders awarded off of this contract. All travel shall be approved by the Contracting Officer (CO) prior to any actual travel costs being incurred. Reimbursement shall be in accordance with FAR 31.205-46 – Travel Costs. Travel costs shall be reimbursed up to the not-to-exceed amounts for Other Direct Costs CLIN/SubCLIN listed in the pricing schedules in Section B of the applicable task order.

H.22. MATERIALS

The contractor shall be entitled to reimbursement of the expenses incurred for allowable and relatable materials related to the work scope performed on T&M task orders awarded off of this contract. The contractor shall submit to the Contracting Officer a request for material purchase with supporting documentation to include a description of the item, date needed, and any applicable market research for approval prior to incurring any cost. Material costs shall be reimbursed up to the not-to-exceed amounts for Other Direct Costs CLIN/SubCLIN listed in the pricing schedules in Section B of the applicable task order.

H.23. IDIQ SCHEDULE OF RATES REOPENER CLAUSE

As of the date of IDIQ contract award, audit effort assisting the Contracting Officer in negotiating fully burdened labor rates is not yet completed. An audit will ensure proposed base labor rates and applied indirect rates are reasonable and realistic, as well as, ensuring individuals meet and/or exceed the minimum labor qualifications established under Attachment J-3, IDIQ Schedule of Rates and Labor Category Qualifications. Therefore, as determined necessary by the Contracting Officer, the currently agreed to fully burdened labor rates are subject to reopening, pending resolution of an external audit being performed by the Defense Contract Audit Agency (DCAA) or other cognizant audit agency hired by the Environmental Management's Consolidated Business Center (EMCBC) of the contractor's proposal in response to letter solicitation #EMCBC-00864-15, originally dated August 14, 2015, and any later proposal revisions.

The parties agree that the negotiated fully burdened labor rates, as shown in Attachment J-3, are subject to adjustment based on the results of the subsequent audit, and that the resolution of audit findings is limited to base labor rates, proposed individuals meeting or exceeding stated minimum labor qualifications, and indirect rates. The Contracting Officer and contractor shall negotiate a bilateral modification within 60 days after receipt of the audit findings, to come to agreement on revisions to the fully burdened labor rates for those labor categories determined to need adjustment. Should agreement not be achieved on the adjustment(s) contemplated by this clause, the Contracting Officer reserves the right to make a final determination based on the audit and issue a unilateral modification. Failure of the parties to agree with the Contracting Officer's final decision shall be subject to the Disputes Clause of this contract. However, no changes, modification, or decisions resulting from this clause shall relieve the contractor from performing in accordance with the terms of the contract and its' resulting task orders.

The Contracting Officer may unilaterally modify the amount of any task order warranting adjustment due to a revision to the IDIQ Schedule of Rates (as adjusted pursuant to this clause). Adjustments to the current stated fully burdened labor rates found in Attachment J-3 will be applied to all open/active task orders. After adjustment to the fully burdened labor rates resulting from this clause, the contractor will adjust the next forthcoming invoice with a debit or credit that will retroactively apply the negotiated fully burdened labor rates to the beginning of each open/active task order, and all invoices occurring after date of modification will utilize the adjusted fully burdened labor rates.

Note: Adjustments resulting from this clause will not result in a change to the IDIQ ceiling contract value of \$4,000,000.00.

H.24. CONFERENCE MANAGEMENT

The Contractor agrees that:

- a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) The definition of a conference is found in Attachment 2 to the DOE Deputy Secretary memo titled "Updated Guidance on Conference-Related Activities and Spending", dated August 17, 2015.
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - 6) Number of attendees
- f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
 - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
 - 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote

- sponsorship.
- 3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
 - h) For *non-contractor sponsored conferences*, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
 - 1) Track all conference expenses.
 - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
 - i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
 - j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

(End of Section)

H.25 QUALITY ASSURANCE FOR WORK AFFECTING NUCLEAR SAFETY

The contractor shall implement a DOE-approved Quality Assurance Program (QAP) (to be placed in Attachment J-5) in accordance with the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

EM requires that American Society of Mechanical Engineers (ASME) NQA-1, 2008, Quality Assurance Requirements for Nuclear Facility Applications, and addenda through 2009 be implemented as part of the contractor's QAP for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the contractor's QAP and implementing procedures.

Contractors have three options for complying with this contract requirement:

- (1) Develop and submit for DOE approval a new QAP;
- (2) Adopt the prior contractor's DOE-approved QAP; or,
- (3) Modify the prior contractor's DOE-approved QAP and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting QA and DOE Order 414.1C.

The contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health).

The contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews if required based on the seriousness of the issue.

The contractor shall, at a minimum, annually review and update as appropriate their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the contractor.

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSES INCORPORATED BY REFERENCE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.1	FAR 52.202-1	Definitions (NOV 2013)	None
I.2	FAR 52.203-3	Gratuities (APR 1984)	None
I.3	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	None
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)	None
I.5	FAR 52.203-7	Anti-Kickback Procedures (MAY 2014)	None
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	None
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	None
I.8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	None
I.9	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)	None
I.10	FAR 52.203-14	Display of Hotline Poster(s) (DEC 2007)	(b)(3) Obtain from DOE/IG Hotline - http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.11	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)	None
I.12	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	None
I.13	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)	None
I.14	FAR 52.204-13	System for Award Management Maintenance (JUL 2013)	None
I.15	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)	None
I.16	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)	None
I.17	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (AUG 2013)	None
I.18	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.19	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)	None
I.20	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)	None
I.21	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.22	FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)	None
I.23	FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)	None
I.24	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)	None
I.25	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.26	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	None
I.27	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I.28	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (OCT 2010)	None
I.29	FAR 52.216-7	Allowable Cost and Payment (JUN 2013)	(a)(3) 30 th
I.30	FAR 52.217-8	Option to Extend Services (NOV 1999)	Any time prior to the expiration of the contract
I.31	FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)	None
I.32	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2014)	None
I.33	FAR 52.219-14	Limitations on Subcontracting (NOV 2011)	None
I.34	FAR 52.219-28	Post-Award Small Business Program Rerepresentation (JUL 2013)	(g) The contractor represents that it is a small business concern under NAICS Code 541330 assigned to contract number DE-EM0003878.
I.35	FAR 52.222-3	Convict Labor (JUN 2003)	None
I.36	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	None
I.37	FAR 52.222-26	Equal Opportunity (APR 2015)	None
I.38	FAR 52.222-35	Equal Opportunity for Veterans (JUL 2014)	None
I.39	FAR 52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)	None
I.40	FAR 52.222-37	Employment Reports on Veterans (JUL 2014)	None
I.41	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	None
I.42	FAR 52.222-50	Combating Trafficking in Persons (MAR 2015)	None
I.43	FAR 52.222-54	Employment Eligibility Verification (AUG 2013)	None
I.44	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2014)	None
I.45	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)	None
I.46	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	None
I.47	FAR 52.223-6	Drug Free Workplace (MAY 2001)	None
I.48	FAR 52.223-10	Waste Reduction Program (MAY 2011)	None
I.49	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.50	FAR 52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (JUN 2014)	None
I.51	FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)	None
I.52	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	None
I.53	FAR 52.225-1	Buy American – Supplies (MAY 2014)	None
I.54	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	None
I.55	FAR 52.227-1	Authorization and Consent (DEC 2007)	None
I.56	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	None
I.57	FAR 52.227-14	Rights in Data – General (MAY 2014)	None
I.58	FAR 52.229-4	Federal, State, and Local Taxes (State and Local Adjustments (FEB 2013)	None
I.59	FAR 52.232-1	Payments (APR 1984)	None
I.60	FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012)	(h)(2) 30th
I.61	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002)	None
I.62	FAR 52.232-11	Extras (APR 1984)	None
I.63	FAR 52.232-16	Progress Payments (APR 2012); Alternate I (MAR 2000)	(l) 30th
I.64	FAR 52.232-17	Interest (MAY 2014)	None
I.65	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.66	FAR 52.232-23	Assignment of Claims (MAY 2014)	None
I.67	FAR 52.232-25	Prompt Payment (JUL 2013)	None
I.68	FAR 52.232-33	Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)	None
I.69	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	None
I.70	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	None
I.71	FAR 52.233-1	Disputes (MAY 2014); Alternate I (DEC 1991)	None
I.72	FAR 52.233-3	Protest After Award (AUG 1996)	None
I.73	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	None
I.74	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I.75	FAR 52.237-3	Continuity of Services (JAN 1991)	None
I.76	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	None
I.77	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2014)	None
I.78	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.79	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.80	FAR 52.243-1	Changes – Fixed Price (AUG 1987); Alternate I (APR 1984)	None
I.81	FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (SEP 2000)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.82	FAR 52.244-2	Subcontracts (OCT 2010)	(d) None (j) any and all subcontractors evaluated prior to contract award and all subcontractors evaluated prior to the award of task orders issued against the contract.
I.83	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None
I.84	FAR 52.244-6	Subcontracts for Commercial Items (APR 2015)	None
I.85	FAR 52.245-9	Use and Charges (APR 2012)	None
I.86	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None
I.87	FAR 52.248-1	Value Engineering (OCT 2010)	None
I.88	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)	None
I.89	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004); Alternate IV (SEP 1996)	None
I.90	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)	None
I.91	FAR 52.249-14	Excusable Delays (APR 1984)	None
I.92	FAR 52.251-1	Government Supply Sources (APR 2012)	None
I.93	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I.94	DEAR 952.202-1	Definitions (FEB 2011)	None
I.95	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.96	DEAR 952.204-73	Facility Clearance (MAR 2011)	None
I.97	DEAR 952.204-77	Computer Security (AUG 2006)	None
I.98	DEAR 952.208-70	Printing (APR 1984)	None
I.99	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009)	(b)(1)(i) three
I.100	DEAR 952.223-71	Integration of Environment, Safety, and Health into Work Planning and Execution (JUL 2009)	None
I.101	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None
I.102	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None
I.103	DEAR 952.242-70	Technical Direction (DEC 2000)	None
I.104	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	None
I.105	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	None

I.106. FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract effective date through the end of the contract period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.107. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The contractor is not obligated to honor -
 - (1) Any order for a single item in excess of the ceiling price of the basic contract identified in Section B.2 of the contract;
 - (2) Any order for a combination of items in excess of the ceiling price of the basic contract identified in Section B.2 of the basic contract; or
 - (3) A series of orders from the same ordering office within 1,825 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 calendar days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.108. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the contractor shall not be required to make any deliveries under this contract after 24 months after the contract expiration date.

I.109. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within 30 days prior to the end of the Period of Performance.

I.110. FAR 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. DE-EM00038781/0682/15/505460/01 with the U.S. Department of Energy to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) Sigma Science Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - 1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DE-EM00038781/0682/15/505460/01 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - 2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Department of Energy with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - 3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Department of Energy.

- 4) That it will notify the U.S. Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Department of Energy.

I.111. FAR 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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For FAR clauses: <https://www.acquisition.gov/far/index.html>

For DOE Acquisition Regulation (DEAR) clauses: <http://farsite.hill.af.mil/vfdoea.htm>

I.112. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any FAR (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any DEAR (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Section)

I.113 DEAR 952.204-2 SECURITY (MAR 2011)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material 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 classification levels and categories of matter proposed for retention, the reasons for the retention, 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 classified 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 contract requirements of DOE as incorporated into the contract.

(c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

(d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-- (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of National Security Information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of Special Nuclear Material.* The term "*special nuclear material*" means-- (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] 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) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required. (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared

applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization--

A. The date(s) each Review was conducted;

B. Each entity that provided information concerning the individual;

C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of

an individual's information collected during the review;

D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

E. The results of the test for illegal drugs.

(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 protect any classified information, special nuclear material, or other Government property 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, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(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 Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to 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. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it 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 protect any classified information or special nuclear material.

(4) 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 foreign ownership, control, or influence 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 foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written

vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance 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.

I.114 DEAR 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.

I. 115 CONDITIONAL PAYMENT OF FEE OR PROFIT – SAFEGUARDING RESTRICTED DATA OR OTHER CLASSIFIED INFORMATION (JAN 2004)

(a) General.

(1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the Contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) including compliance with applicable law, regulation, and DOE directives. The term "Contractor" as used in this clause to address failure to comply shall mean "Contractor or Contractor employee."

(2) In addition to other remedies available to the Government, if the Contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information, the Contracting Officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the Contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the Contractor will be determined by the severity of the Contractor's failure to comply with contract terms and conditions relating to the safeguarding of restricted data or other classified information pursuant to the degrees specified in paragraph (c) of this clause.

(b) Reduction Amount.

(1) If in any period (see 48 CFR 952.204-76 (b)(2)) it is found that the Contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information, the Contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The Contracting Officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 904.402(c)). The mitigating factors include, but are not limited to, the following:

- (i) Degree of control the Contractor had over the event or incident.
- (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
- (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of safeguarding Restricted Data and other classified information and compliance in related security areas.

(2)(i) For purposes of this clause, (2)(i) Except in the case of performance-based firm-fixed-price contracts (see paragraph (b)(3) of this clause), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [insert 6 or 12] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period. (ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the Contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the Contracting Officer will at the time of contract award include negative monetary incentives in the contract for Contractor violations relating to the safeguarding of Restricted Data and other classified information.

(c) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failures relating to the Contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:

(1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following

are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise,

or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
- (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
- (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
- (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1. DOE-J-1001 List of Attachments

The following attachments constitute part of this contract:

Attachment Number	Attachment Title
J-1	Requirements Sources and Implementing Documents (List A)
J-2	List of Applicable DOE Directives (List B)
J-3	IDIQ Schedule of Rates and Labor Category Qualifications
J-4	Notice of Nondisclosure
J-5	Register of Wage Determinations Under the SCA

(End of Section)

ATTACHMENT J-1: REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS (LIST A)

Pursuant to Section I clause 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000), DOE may provide a list of laws and regulations (List A) applicable to work performed under this contract. The Contractor shall comply with all applicable Federal and State Laws, Statutes, Codes, Rules, Regulations, Executive Orders and agreement documents applicable to work performed under this contract. The federal laws and regulations listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

This list does not have to be provided in the Contract, but it may be appended to the Contract for information purposes. Omission of any such applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to DEAR clause 970.5204-2. The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Code (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The Contractor will notify DOE of any changes, and DOE will make a determination regarding modification to the contract.

The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
American Public Health Association, American Water Works Association, Water Environment Federal, “Standard Methods for Water and Wastewater” (Most Current)	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, SW 846, “Test Methods for Evaluating Solid Waste” (Most Current Version) November 1986	
U.S. EPA Manual, “Contract Laboratory Program Statement of Work for Organic and Inorganic Analyses” (Most Current Version)	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	

Document Number	Title
10 CFR 61	Low Level Waste Policy Act Amendments
10 CFR 76	AEA-Residual Site Hazards Management
10 CFR 110	Export and Import of Nuclear Equipment and Material
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter or Special Nuclear Material
10 CFR 719	Contractor Legal Management Requirements
10 CFR 810	Assistance to Foreign Atomic Energy Activities
10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection, Amended 12/4/98, as described in DOE approved RPP

Document Number	Title
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 850.39	Recordkeeping and Use of Information (for Beryllium-related records)
10 CFR 851	Worker Safety and Health Program
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 860	Trespassing on Department of Energy Property
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 1008	Records Maintained on Individuals (PRIVACY ACT)
10 CFR 1016	Safeguarding of Restricted Data
10 CFR 1017	Identification and Protection of Unclassified Controlled Nuclear Information
10 CFR 1021	DOE National Environmental Policy Act implementing Procedures
10 CFR 1022	Compliance with Floodplain/Wetlands Environmental Review Requirements
10 CFR 1044	Security Requirements for Protected Disclosure Under Section 3164 of the National Defense Authorization Act for Fiscal Year 2000
10 CFR 1045	Nuclear Classification and Declassification
10 CFR 1046	Physical Protection of Security Interests; Protective Force Personnel
10 CFR 1046.13	Physical Protection of Security Interests; Medical Certification
10 CFR 1046, Appendix A	Physical Protection of Security Interests; Medical and Physical Fitness Qualifications and Standards, paragraphs A, B1, B5, B6, B7, B8, B10, C, H, I, J.
15 CFR 280	Fastener Quality
15 CFR 730-774	Export Administration Regulations (EAR)
20 CFR 617.66	Transition Procedures for Amendments in Sections 13002 through 13009 of Public Law 99-272 [the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985]

Document Number	Title
20 CFR 639	Worker Readjustment and Retraining Notification
22 CFR 120-130	Foreign Relations, Department of State
23 CFR 650, Subpart C	National Bridge Inspection Standards
29 CFR 4	Labor Standards for Federal Service Contracts
29 CFR 30	Equal Employment Opportunity in Apprenticeship and Training
29 CFR 516	Records to be Kept by Employers
29 CFR 519	Employment of Full-Time Students at Subminimum Wages
29 CFR 520	Employment of Student-Learners
29 CFR 525	Employment of Workers with Disabilities Under Special Certificates
29 CFR 528	Annulment or Withdrawal of Certificates for the Employment of Student-Learners, Apprentices, Learners, Messengers, Handicapped Persons, Student-Workers, and Full-Time Students in Agricultural or in Retail Service Establishments at Special Minimum Wage Rate
29 CFR 531	Wage payments Under the Fair Labor Standards Act of 1938
29 CFR 541	Fair Labor Standards Act
29 CFR 548	Authorization of Established Basic Rates for Computing Overtime Pay
29 CFR 825	Family Medical Leave Act of 1993
29 CFR 1602	Recordkeeping and Reporting Requirements under Title VII and the ADA
29 CFR 1608	Affirmative Action Appropriation Under Title VII of the Civil Rights Act of 1964, as amended
29 CFR 1611	Privacy Act Regulations
29 CFR 1620	Equal Pay Act
29 CFR 1625	Age Discrimination in Employment Act
29 CFR 1627	Records to be Made or kept Relating to Age: Notices to be Posted: Administrative Exemptions
29 CFR 1904	Recording and Reporting Occupational Injuries and Illnesses
29 CFR 2520	Reporting and Disclosure Under Employee Retirement Income Security Act of 1974
29 CFR 4041A	Termination of Multiemployer Plans
32 CFR 2001	Classified National Security Information
33 CFR 323	Army Corps of Engineers Permit Regulations for Dredged Materials

Document Number	Title
33 CFR 325	Processing of Department of Army Permits
33 CFR 330	Authorization by Nationwide Permit
33 CFR 330 Appendix A	Nationwide Permits and Conditions
34 CFR 395	Vending Facility Program for the Blind on Federal and Other Property
36 CFR Chapter 12, Sub Chapter B	Records Management
36 CFR 60	National Register of Historic Places
36 CFR 800	Protection of Historic and Cultural Properties
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 100-149	Safe Drinking Water Act
40 CFR 110	Discharge of Oil
40 CFR 112	Oil Pollution Prevention
40 CFR 116	Designation of Hazardous Substances
40 CFR 117	Determination of Reportable Quantities for Hazardous Substances
40 CFR 136	Guidelines Establishing Test Procedures for the Analysis of Pollutants
40 CFR 171	Standards for Certification of Commercial Applicators
40 CFR 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials
40 CFR 257	Guidelines for Classification of Solid Waste Disposal Facilities and Practices
40 CFR 260-282	Resource Conservation and Recovery Act (RCRA)
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan (CERCLA—National Contingency Plan)
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 350-372	SARA Title III
40 CFR 355	Emergency Planning and Community Right to Know Act (EPCRA)
40 CFR 374	Prior Notice of Citizen Suits
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions, except for: '761.1; .3; .65(d)-(h); .70; .75; .80; .120; .123; .185; .187; .193

Document Number	Title
40 CFR 1500-1508	Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act
41 CFR 60-1	Obligations of Contractors and Sub Contractors
41 CFR 60-2	Affirmative Action Programs
41 CFR 60-3	Uniform Guidelines on Employee Selection Procedures
41 CFR 60-4	Construction Contractors – Affirmative Action Requirements
41 CFR 60-20	Sex Discrimination Guidelines
41 CFR 60-30	Rules of Practice for Administrative Proceedings to Enforce Equal Opportunity Under Executive Order 11246
41 CFR 60-50	Guidelines on Discrimination Because of Religion or National Origin
41 CFR 60-250	Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era
41 CFR 60-741	Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities
41 CFR 101	Public Contracts and Property Management
41 CFR 101-20.103	Physical Protection and Building Security
41 CFR 102	Federal management Regulation
41 CFR 109	Department of Energy Property Management Regulations
43 CFR 7	Protection of Archeological Resources
43 CFR 10	Cultural Resource Management
48 CFR 22.1	Basic Labor Policies
48 CFR 31	Contract Cost Principles and Procedures
48 CFR 45	Government Property
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5223-1	Integration of Environmental, Safety, and Health into the Work Planning and Execution
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Material Table, Specials Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
49 CFR 173	Shippers-General Requirements for Shipments and Packaging's
49 CFR 174	Carriage by Rail

Document Number	Title
49 CFR 177	Carriage by Public Highway
49 CFR 178	Specifications for Packaging's
49 CFR 211	Chapter II Federal Railroad Administration, Department of Transportation; part 350-399 Federal Motor Carrier Safety Regulations
49 CFR 213	Track Safety Standards
49 CFR 237	Bridge Safety Standards
49 CFR 350-399	Chapter III Federal Highway Administration, Department of Transportation; part 350-399 Federal Motor Carrier Safety Regulations
50 CFR 17	Natural Resource Management
50 CFR 402	Interagency Cooperation Endangered Species Act of 1973, as amended
5 USC 552 et seq.	Freedom of Information Act (FOIA)
5 USC Appendix 2	Freedom Advisory Committee Act (FACA)
15 USC 2601	Toxic Substances Control Act (TSCA)
16 USC 469	Archeological and Historic Preservation Act (AHPA)
16 USC 470 et seq.	National Historic Preservation Act (NHPA)
16 USC 470aa–470mm	Archaeological Resources Protection Act (ARPA) of 1979
16 USC 661	Fish and Wildlife Coordination Act
16 USC 703	Migratory Bird Treaty Act
16 USC 1531	Endangered Species Act (ESA)
16 USC 2901	Fish and Wildlife Conservation Act
18 USC 930	Possession of firearms and dangerous weapons in Federal facilities
18 USC 1170 and 25 USC 3001	Native American Graves Protection and Repatriation Act (NAGPRA) of 1990
18 USC 2071	Concealment, removal, or mutilation generally
18 USC 3571	Sentence of Fine
20 USC 107	Operation of vending facilities (aka: Randolph-Sheppard Vending Stand Act, as amended)
29 USC 401 et seq.	Labor-Management Reporting and Disclosure Act of 1959
33 USC 1251	Clean Water Act (CWA)
40 USC 20	Federal Motor Vehicle Expenditure Control
40 USC 483	Federal Property Administrative Services Act

Document Number	Title
41 USC 422	Cost Accounting Standard Board
42 USC 300f	Safe Drinking Water Act (SDWA)
42 USC 2021 et seq.	Low-Level Radioactive Waste Policy Act, as amended
42 USC 2168 et seq.	Prohibition Against Dissemination of Certain Unclassified Information
42 USC 2278(a)	Trespass on Commission Installations
42 USC 2286	Defense Nuclear Facilities Safety Board
42 USC 2297h-8	Employee Protections
42 USC 4321	National Environmental Policy Act (NEPA)
42 USC 6901	Resource Conservation & Recover Act (RCRA)
42 USC 7401	Clean Air Act (CAA)
42 USC 7256	National Defense Authorization Act
42 USC 7512	Classification and Attainment Dates
42 USC 7256	Contracts, leases, etc., with public agencies and private organizations and persons
42 USC 9601	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
42 USC 9605	CERCLA Amendment
42 USC 9620	CERCLA Federal Facility Agreement (FFA)
42 USC 11001-11050	CERCLA Emergency Planning and Community Right to Know Act (EPCRA)
42 USC 11411	Title V, of the Steward B. McKinney Homeless Assistance Act, as amended
42 USC 13101-13109	Pollution Prevention Act (PPA)
42 USC 2011-2259 et seq.	The Atomic Energy Act (AEA) of 1954, As Amended
44 USC Chapter 21	National Archives and Records Administration
44 USC Chapter 29	Records Management by the Archivist of the United States and by the Administrator of General Studies
44 USC Chapter 31	Records Management by Federal Agencies
44 USC Chapter 33	Disposal of Records
44 USC Chapter 35	Coordination of Federal Information Policy
44 USC Chapter 36	Management and Promotion of Electronic Government Services

Document Number	Title
AASHTO MCEB-2	Manual for Condition Evaluation of Bridges, 2 nd Edition with 2011, 2013, and 2014 Interim Revisions
	Manual for Railway Engineering, American Railway Engineering and Maintenance-of-Way Association
Executive Order 12829, (As Amended by E.O. 12885)	National Industrial Security Program
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13514	Federal Leadership in Environmental, Energy and Economic Performance
Executive Order 13526	Classified National Security Information
Executive Order 13556	Controlled Unclassified Information
Homeland Security Presidential Directive (HSPD)-12	Policy for a Common Identification Standard for Federal Employees and Contractors
ISOO Notice 2011-02	Further Guidance and Clarification on Coming Atomic Energy Information and Classified National Security Information (Implements Executive Order 13526)
M-11-11	Executive Office of the President, Office of Management and Budget, Memorandum for the Heads of Executive Departments and Agencies (Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
M-12-18	Managing Government Records Directives, Dated August 24, 2012
National Security Decision Directive (NSDD) 298	National Operations Security Program
Public Law 97-255	Federal Managers Financial Integrity Act of 1982
Public Law 99-255	Consolidated Omnibus Reconciliation Act of 1985

Document Number	Title
Public Law 100-679	Office of Federal Procurement Policy Act Amendments of 1988
Public Law 102-368	Federal Facility Compliance Act of 1992
Public Law 102-484	National Defense Authorization Act of 1993
Public Law 102-486	Energy Policy Act of 1992
Public Law 106-65, Section 3149	Supplement to Plan for Declassification of Restricted Data and Formerly Restricted Data
Public Law 106-398, Section 3193	Frequency of Reports of Inadvertent Releases of Restricted Data and Formerly Restricted Data
Public Law 107-347	The E-Government Act of 2002
TSCA-UE-FFCA, Feb 1992	Uranium Enrichment Toxic Substances Control Act Federal Facilities Compliance Agreement
DOE/OR/07-1707	Federal Facility Agreement

ATTACHMENT J-2: LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

DOE Directives	Subject
EM-QA-001	Environmental Management Quality Assurance Program
Classification Bulletin GEN-16 Revision	“No Comment” Policy on Classified Information in the Public Domain
DOE EM	Office of Environmental Management Operations Activity Protocol, Revision 0, 2/28/2012
DOE O 130.1	Budget Formulation Process
DOE P 140.1	Natural Resource Damage Assessment Corporation and Integration
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.2A_	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A	Unclassified Foreign Visits and Assignment Program
DOE O 150.1A	Continuity Program
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1A_	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology
DOE P 205.1	Department of Energy Cyber Security Policy
DOE O 205.1B	Department of Energy Cyber Security Program
DOE M 205.1-3	Telecommunications Security Manual
DOE O 206.1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1	Independent Oversight Program
DOEO 231.1B	Environment, Safety, and Health Reporting
DOE O 232.2	Occurrence Reporting and Processing of Operations Information

DOE Directives	Subject
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1B	Records Management Program
DOE O 243.2	Vital Records
DOE O 252.1A	Technical Standards Program
DOE O 311.1B	Equal Employment Opportunity and Diversity Program,
DOE O 341.1A	Federal Employee Health Services
DOE O 350.1	Contractor Human Resource Management Programs (Chapters 1, 2, 8 & 9)
DOE P 364.1	Health and Safety Training Reciprocity
DOE O 410.2	Management of Nuclear Materials
DOE O 412.1A	Work Authorization System
DOE O 413.1B	Internal Control Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE G 413.3-7A	Risk Management Guide
DOE O 414.1D	Quality Assurance
DOE O 420.1C	Facility Safety
DOE O 422.1	Conduct of Operations
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B	Real Property and Asset Management
DOE O 433.1B	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1	Radioactive Waste Management
DOE O 436.1	Departmental Sustainability
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 450.2	Integrated Safety Management
DOE O 451.1B	National Environmental Policy Act Compliance Program
DOE O 452.4B	Security and Use Control of Nuclear Explosives and Nuclear Weapons
DOE O 452.8	Control of Nuclear Weapon Data
DOE O 457.1A	Nuclear Counterterrorism
DOE O 458.1	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety

DOE Directives	Subject
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
DOE P 470.1A	Safeguards and Security Program,
DOE O 470.3B	Graded Security protection (GSP)
DOE O 470.4B	Safeguards and Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear information
DOE O 471.3	Identifying and Protecting Official Use only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use only Information
DOE O 471.5	Special Access Programs
DOE O 471.6	Information Security
DOE O 472.2	Personnel Security
DOE N 472.3	Implementation of Presidential Policy Directive 19, Protecting Whistleblowers with Access to Classified Information
DOE O 473.3	Protection Program Operations
DOE O 474.2	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2A	Identifying Classified Information
DOE O 481.1C	Work for Others (Non-Department of Energy Funded Work)
DOE O 483.1	DOE Cooperative Research and Development Agreements
DOE O 484.1	Reimbursable Work for the Department of Homeland security
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 523.1	Financial Management Oversight
DOE O 534.1B	Accounting
DOE O 551.1D	Official Foreign Travel
DOE O 552.1A	Travel Policy and Procedures
DOE O 580.1A	Department of Energy Personal Property Management Program

DOE Directives	Subject
DOE O 3731.1	Suitability, Position Sensitivity Designations, and Related Personnel Matters
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE O 5670.1A	Management and Control of Foreign Intelligence
DOE-STD-1073-2003	Configuration Management
DOE-STD-1090-2011	Hoisting And Rigging
DOE-STD-3009-2014	Preparation of Nonreactor Nuclear Facility Documented Safety Analysis
DoD 5220.22-M	National Industrial Security Program Operating Manual (NISPOM)

LABOR CATEGORY	DESCRIPTION / RESPONSIBILITIES	MINIMUM QUALIFICATIONS
Administrative Assistant	Create, compose, and edit written materials. Communicate effectively orally and in writing, and have good presentation skills and database management skills. Gather and compile information and prepare reports. Gather and analyze statistical data and prepare reports. Ability to maintain confidential records and information. Possess word processing and organization/coordinating skills. Create and maintain calendars and appointments. Maintain office supply inventory skills. Use of basic office equipment.	<ul style="list-style-type: none"> • Associate Degree in business or related field • At least five (5) years of relevant experience in related duties and responsibilities. <p>OR</p> <ul style="list-style-type: none"> • At least seven (7) years of relevant experience in related duties and responsibilities.
Certified Health Physicist	Provide applicable support to the regulatory agency in the area of 10CFR835 applications. Support the development of Safety Basis documents. Support the review of Radiation Protection Programs.	<ul style="list-style-type: none"> • Bachelor's degree in Health Physics, specialization in physics, radio biology, radiological physics, radiation biophysics, or other health physics related subjects. • At least ten (10) years of experience in Federal or other directly related background providing specialized experience in health physics and radiological safety. • Certified Health Physicist.
Engineer I	Proposes technical approaches and works under the general supervision of more senior engineer or technical staff.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering • Two to four (2-4) years of relevant experience.
Engineer II	Responsible for technical area(s) of project, journeyman skill level expertise, interacts directly with customers.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering • Five to nine (5-9) years of relevant experience.

Engineer III	Responsible for technical area(s) of project, professional skill level expertise, interacts directly with customers.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering • Ten to fourteen (10-14) years of relevant experience.
Engineer IV	Responsible for significant technical area of project(s), provides leadership and direction of engineering or technical effort, may be primary contact with customer project leader.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering • Fifteen to nineteen (15-19) years of relevant experience.
Engineer V	Responsible for significant technical area of project(s), provides leadership and direction of engineering or technical effort, may be primary contact with customer project leader.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering • At least twenty (20) years of relevant experience.
Fire Protection Advisor	Responsible for assisting administration of fire protection programs for the Agency. Provides technical assistance to the Agency in interpreting and complying with fire codes and standards, especially in the area of DOE Nuclear Safety. Reviews/prepares fire protection code and standards equivalencies and exemptions for the Agency. Must be knowledgeable of industry acceptable and DOE acceptable fire modeling software, and must possess the capability to model fire scenarios and execute modeling using approved software. Must be knowledgeable of DOE applicable Orders and Standards regarding fire protection and design of DOE nuclear facilities. Must be capable of performing fire analysis calculations using industry and DOE analysis methodologies. Must be knowledge of DOE Safety Basis requirements and applicability of fire protection requirements.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least ten (10) years of experience in industrial, federal, state, or other work environments that provided specialized experience in fire protection. • Certified Fire Protection engineer.
Industrial Hygienist, Certified	Activities include job hazard analyses, day to day regulatory compliance, industrial safety inspections and audits, indoor air quality surveys, air sampling. Must be familiar with monitoring, ventilation testing, radiation testing, etc. Must be familiar with operation, calibration, and maintenance of a wide variety of industrial hygiene monitoring and sampling equipment, ergonomic evaluations, and fire and life safety code review of facilities and equipment, electrical safety, and provide support to the Emergency Response Team. Participate in applicable regulatory agency and internal inspections, and performs other duties as assigned. Candidate will have EHS background in industrial, federal, state or other governmental environment; ability to effectively communicate with all levels of employees and management; ability to interpret and apply federal, state, local laws, regulations and requirements; analytical, research and problem-solving skills. An awareness of environmental compliance is helpful.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least ten (10) years of industrial, federal, state, or other governmental industrial hygiene experience. • Experience and a working knowledge of EHS regulations, codes, and guidelines. • Registered as a Certified Industrial Hygienist (CIH) in comprehensive practice.

Nuclear Criticality Safety Specialist	Recognized in the DOE complex as a nuclear criticality safety subject matter expert based on experience in performing criticality safety evaluations. Work is accomplished under managerial oversight.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least ten (10) years of nuclear criticality safety experience. The experience requirement includes technical, operational, and programmatic aspects of a DOE criticality safety program.
Nuclear Safety Specialist	Demonstrated performance in leading Safety Basis documentation development with proficiency and experience in the areas of safety analysis, engineering and operations. Safety analysis expertise shall include such areas as risk assessment, hazard categorization, hazard and accident analysis methods, DOE Orders, and safety basis issues	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least ten (10) years of nuclear safety analysis experience.
Nuclear Safety Specialist, Senior	Recognized in the DOE complex as a subject matter expert based on leadership in development and implementation of Safety Basis documentation for a wide variety of complex nuclear and high hazard facilities. Safety analysis expertise shall include such areas as risk assessment, hazard categorization, hazard and accident analysis methods, DOE Orders, and safety basis issues.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least fifteen (15) years of nuclear safety analysis experience.
Professional Staff Assistant	Provides professional business, operational and/or programmatic support for specialized functions, programs and/or organizations.	<ul style="list-style-type: none"> • Associate degree in business or technical field. • At least ten (10) years of relevant experience.
Program Manager I	Functions as a member of a management team as an advisor in the planning, coordination, and management of scientific/technical and/or programmatic activities. Has broad expertise or unique knowledge, uses skills to contribute to development of objectives and principles and to achieve goals in creative and effective ways. Uses independent judgment for determining course of action to accomplish objectives.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least fifteen (15) years broad based technical, operational, and programmatic experience.
Program Manager II	Functions as a member of a management team as an advisor in the planning, coordination, and management of scientific/technical and/or programmatic activities. Has broad expertise or unique knowledge, uses skills to contribute to development of objectives and principles and to achieve goals in creative and effective ways. Uses independent judgment for determining course of action to accomplish objectives.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least twenty-five (25) years broad based technical, operational, and programmatic experience.
Project Management Specialist	Working knowledge of project management principles and tools. Develops project schedules, controls, and budgeting tools with minimal to no supervision.	<ul style="list-style-type: none"> • Bachelor's degree in science, engineering, or related field. • At least ten (10) years of project management/software experience.
Quality Assurance Specialist	Perform and oversee a variety of assignments to produce and manage technical documents, numerical data and tabular information.	<ul style="list-style-type: none"> • Bachelor's degree in science, engineering, or related field. • At least ten (10) years of relevant experience supporting QA/QC efforts

Senior Nuclear Safety Advisor	Recognized in the DOE complex as a subject matter expert based on leadership in development and implementation of Safety Basis documentation for a wide variety of complex nuclear and high hazard facilities. Safety analysis expertise shall include such areas as risk assessment, hazard categorization, hazard and accident analysis methods, DOE Orders, and safety basis issues.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least twenty (20) years of nuclear safety analysis experience.
Senior Technical Manager	Has mastered technical field, is recognized as a seasoned expert, and has demonstrated ability and knowledge to successfully solve complex problems under demanding schedules and environments and to provide the necessary senior management leadership.	<ul style="list-style-type: none"> • Master's degree in science or engineering. • At least twenty (20) years of technical management experience.
Technical Advisor I	Provide expert knowledge or techniques in a specific subject area, such as Project Management, Conduct of Operations, Nuclear Safety, Fire Protection, Quality Assurance, Criticality Safety, and Engineering. Revises/updates, maintains and assists with the review and implementation of approved organization specific Quality Assurance Program (QAP) for DOE. Performs/supports Quality Assurance Independent Assessments, Audits, and Surveillances.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least ten (10) years of experience related to DOE safety basis and operations. At least five (5) years of experience must be DOE O 414.1 and advanced knowledge with NQA-1 industry standard and 10CFR830.
Technical Advisor II	Provide expert knowledge or techniques in a specific subject area, such as Project Management, Conduct of Operations, Nuclear Safety, Fire Protection, Quality Assurance, Criticality Safety, and Engineering. Revises/updates, maintains and assists with the review and implementation of approved organization specific Quality Assurance Program (QAP) for DOE. Performs/supports Quality Assurance Independent Assessments, Audits, and Surveillances.	<ul style="list-style-type: none"> • Bachelor's degree in science or engineering. • At least twenty (20) years of experience related to DOE safety basis and operations. At least ten (10) years of experience must be DOE O 414.1 and advanced knowledge with NQA-1 industry standard and 10CFR830.

DE-EM0003878
Sigma Science, Inc.
LANL Nuclear Safety Support Services
Attachment J-3 IDIQ Schedule of Rates and Labor Category Qualifications

**The below rates are applicable to T&M Task Orders*

Labor Categories					
	Year 1	Year 2	Year 3	Year 4	Year 5
Category	Fully Burdened Labor Rate	Fully Burdened Labor Rate	Fully Burdened Labor Rate	Fully Burdened Labor Rate	Fully Burdened Labor Rate
Administrative Assistant					
Certified Health Physicist					
Engineer I					
Engineer II					
Engineer III					
Engineer IV					
Engineer V					
Fire Protection Advisor					
Industrial Hygienist, Certified					
Nuclear Criticality Safety Specialist					
Nuclear Safety Specialist					
Nuclear Safety Specialist, Senior					
Professional Staff Assistant					
Program Manager I					
Program Manager II					
Project Management Specialist					
Quality Assurance Specialist					
Senior Nuclear Safety Advisor					
Senior Technical Manager					
Technical Advisor I					
Technical Advisor II					

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, §1001 and the Procurement Integrity Act, 41 U.S.C. §423.

NAME _____/_____
Print Signature

DATE _____ ORGANIZATION _____

INDIVIDUAL CONFLICT OF INTEREST DISCLOSURE

ADVISORY AND ASSISTANCE SERVICES

I, _____, certify that within the last twelve months, no present, or current planned financial, contractual, individual or other interests relating to the performance of the Performance Work Statement (PWS) under Contract DE-EM0003878, Task Order DE-DT00_____, exists that would render myself unable to provide impartial assistance or advice to the Government, or impair my objectivity in performing the contract work, or offer an unfair competitive advantage.

I hereby certify that I have the authority to represent my organization, and that to the best of my knowledge and belief, the facts and representation presented above are accurate and complete.

Signature

Date

Name and Title

Organization

Attachment J-5 Register of Wage Determinations Under the SCA

Page 1 of 10

WD 05-2361 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
| Wage Determination No.: 2005-2361
Daniel W. Simms Division of | Revision No.: 17
Director Wage Determinations | Date Of Revision: 07/08/2015
Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10
for 2015 that applies to all contracts subject to the Service Contract Act for
which the solicitation is issued on or after January 1, 2015. If this contract
is covered by the EO, the contractor must pay all workers in any
classification listed on this wage determination at least \$10.10 (or the
applicable wage rate listed on this wage determination, if it is higher) for
all hours spent performing on the contract. The EO minimum wage rate will be
adjusted annually. Additional information on contractor requirements and
worker protections under the EO is available at www.dol.gov/whd/govcontracts.
State: New Mexico
Area: New Mexico Counties of Bernalillo, Catron, Cibola, Colfax, De Baca,
Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San
Miguel, Sandoval, Santa Fe, Socorro, Taos, Torrance, Valencia
Fringe Benefits Required Follow the Occupational Listing
OCCUPATION CODE - TITLE FOOTNOTE RATE
01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 13.01
01012 - Accounting Clerk II 14.60
01013 - Accounting Clerk III 16.33
01020 - Administrative Assistant 18.17
01040 - Court Reporter 18.61
01051 - Data Entry Operator I 11.03
01052 - Data Entry Operator II 13.44
01060 - Dispatcher, Motor Vehicle 15.56
01070 - Document Preparation Clerk 13.86
01090 - Duplicating Machine Operator 13.86
01111 - General Clerk I 11.35
01112 - General Clerk II 12.39
01113 - General Clerk III 13.90
01120 - Housing Referral Assistant 16.74
01141 - Messenger Courier 9.98
01191 - Order Clerk I 11.33
01192 - Order Clerk II 12.91
01261 - Personnel Assistant (Employment) I 13.80
01262 - Personnel Assistant (Employment) II 15.44
01263 - Personnel Assistant (Employment) III 17.22
01270 - Production Control Clerk 21.06
01280 - Receptionist 11.02
01290 - Rental Clerk 12.25
01300 - Scheduler, Maintenance 13.42
01311 - Secretary I 13.42
01312 - Secretary II 15.01
01313 - Secretary III 16.74
01320 - Service Order Dispatcher 14.08
01410 - Supply Technician 18.60

<http://www.wdol.gov/wdol/scfiles/std/05-2361.txt?v=17>

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01420 - Survey Worker	14.01
01531 - Travel Clerk I	11.82
01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.57
01611 - Word Processor I	11.91
01612 - Word Processor II	13.37
01613 - Word Processor III	14.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.06
05010 - Automotive Electrician	18.12
05040 - Automotive Glass Installer	15.82
05070 - Automotive Worker	15.82
05110 - Mobile Equipment Servicer	13.50
05130 - Motor Equipment Metal Mechanic	17.99
05160 - Motor Equipment Metal Worker	15.82
05190 - Motor Vehicle Mechanic	18.12
05220 - Motor Vehicle Mechanic Helper	13.62
05250 - Motor Vehicle Upholstery Worker	15.82
05280 - Motor Vehicle Wrecker	15.82
05310 - Painter, Automotive	17.19
05340 - Radiator Repair Specialist	15.82
05370 - Tire Repairer	11.49
05400 - Transmission Repair Specialist	17.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.60
07041 - Cook I	9.75
07042 - Cook II	11.64
07070 - Dishwasher	7.89
07130 - Food Service Worker	9.36
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	7.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.65
09040 - Furniture Handler	11.44
09080 - Furniture Refinisher	14.65
09090 - Furniture Refinisher Helper	12.45
09110 - Furniture Repairer, Minor	13.85
09130 - Upholsterer	14.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.11
11060 - Elevator Operator	9.11
11090 - Gardener	14.29
11122 - Housekeeping Aide	9.73
11150 - Janitor	9.73
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.48
11260 - Pruner	8.88
11270 - Tractor Operator	13.22
11330 - Trail Maintenance Worker	10.39
11360 - Window Cleaner	11.39
12000 - Health Occupations	
12010 - Ambulance Driver	15.94
12011 - Breath Alcohol Technician	18.04
12012 - Certified Occupational Therapist Assistant	25.32
12015 - Certified Physical Therapist Assistant	21.02
12020 - Dental Assistant	14.93
12025 - Dental Hygienist	36.30
12030 - EKG Technician	26.19
12035 - Electroneurodiagnostic Technologist	26.19
12040 - Emergency Medical Technician	15.94
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.92

12073 - Licensed Practical Nurse III	23.32
12100 - Medical Assistant	13.10
12130 - Medical Laboratory Technician	18.44
12160 - Medical Record Clerk	13.62
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	14.42
12210 - Nuclear Medicine Technologist	36.03
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	14.29
12236 - Optical Technician	14.53
12250 - Pharmacy Technician	14.09
12280 - Phlebotomist	14.29
12305 - Radiologic Technologist	26.71
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II, Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III, Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	20.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.35
13012 - Exhibits Specialist II	21.18
13013 - Exhibits Specialist III	25.33
13041 - Illustrator I	16.10
13042 - Illustrator II	19.95
13043 - Illustrator III	23.03
13047 - Librarian	22.91
13050 - Library Aide/Clerk	9.11
13054 - Library Information Technology Systems Administrator	20.67
13058 - Library Technician	13.73
13061 - Media Specialist I	15.31
13062 - Media Specialist II	17.18
13063 - Media Specialist III	19.07
13071 - Photographer I	15.88
13072 - Photographer II	17.63
13073 - Photographer III	21.70
13074 - Photographer IV	24.30
13075 - Photographer V	29.39
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.98
14042 - Computer Operator II	16.76
14043 - Computer Operator III	19.12
14044 - Computer Operator IV	21.26
14045 - Computer Operator V	24.34
14071 - Computer Programmer I (see 1)	22.41
14072 - Computer Programmer II (see 1)	26.14
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	14.98
14160 - Personal Computer Support Technician	21.52
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.62
15020 - Aircrew Training Devices Instructor (Rated)	33.39

15030 - Air Crew Training Devices Instructor (Pilot)	40.05
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.93
15070 - Flight Instructor (Pilot)	40.05
15080 - Graphic Artist	22.41
15090 - Technical Instructor	18.61
15095 - Technical Instructor/Course Developer	25.06
15110 - Test Proctor	15.01
15120 - Tutor	15.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.80
16030 - Counter Attendant	8.80
16040 - Dry Cleaner	10.58
16070 - Finisher, Flatwork, Machine	8.80
16090 - Presser, Hand	8.80
16110 - Presser, Machine, Drycleaning	8.80
16130 - Presser, Machine, Shirts	8.80
16160 - Presser, Machine, Wearing Apparel, Laundry	8.80
16190 - Sewing Machine Operator	11.15
16220 - Tailor	11.73
16250 - Washer, Machine	9.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.95
19040 - Tool And Die Maker	24.09
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.21
21030 - Material Coordinator	21.06
21040 - Material Expediter	21.06
21050 - Material Handling Laborer	10.90
21071 - Order Filler	11.53
21080 - Production Line Worker (Food Processing)	14.21
21110 - Shipping Packer	13.14
21130 - Shipping/Receiving Clerk	13.14
21140 - Store Worker I	8.78
21150 - Stock Clerk	13.78
21210 - Tools And Parts Attendant	14.21
21410 - Warehouse Specialist	14.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.01
23021 - Aircraft Mechanic I	22.48
23022 - Aircraft Mechanic II	24.01
23023 - Aircraft Mechanic III	25.31
23040 - Aircraft Mechanic Helper	16.62
23050 - Aircraft, Painter	20.56
23060 - Aircraft Servicer	18.79
23080 - Aircraft Worker	20.11
23110 - Appliance Mechanic	14.70
23120 - Bicycle Repairer	10.94
23125 - Cable Splicer	21.67
23130 - Carpenter, Maintenance	16.70
23140 - Carpet Layer	17.16
23160 - Electrician, Maintenance	21.52
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	18.76
23310 - Fire Extinguisher Repairer	14.23
23311 - Fuel Distribution System Mechanic	21.10
23312 - Fuel Distribution System Operator	16.38
23370 - General Maintenance Worker	15.10
23380 - Ground Support Equipment Mechanic	22.48

23381 - Ground Support Equipment Servicer	18.79
23382 - Ground Support Equipment Worker	20.11
23391 - Gunsmith I	14.23
23392 - Gunsmith II	17.16
23393 - Gunsmith III	20.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.25
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.26
23430 - Heavy Equipment Mechanic	19.48
23440 - Heavy Equipment Operator	17.25
23460 - Instrument Mechanic	27.47
23465 - Laboratory/Shelter Mechanic	18.64
23470 - Laborer	10.90
23510 - Locksmith	18.64
23530 - Machinery Maintenance Mechanic	22.60
23550 - Machinist, Maintenance	21.25
23580 - Maintenance Trades Helper	12.56
23591 - Metrology Technician I	27.47
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.82
23640 - Millwright	20.11
23710 - Office Appliance Repairer	19.21
23760 - Painter, Maintenance	15.94
23790 - Pipefitter, Maintenance	22.03
23810 - Plumber, Maintenance	20.60
23820 - Pseudraulic Systems Mechanic	20.11
23850 - Rigger	20.11
23870 - Scale Mechanic	17.16
23890 - Sheet-Metal Worker, Maintenance	19.22
23910 - Small Engine Mechanic	15.07
23931 - Telecommunications Mechanic I	24.06
23932 - Telecommunications Mechanic II	25.71
23950 - Telephone Lineman	21.26
23960 - Welder, Combination, Maintenance	18.39
23965 - Well Driller	19.77
23970 - Woodcraft Worker	20.11
23980 - Woodworker	16.61
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.31
24580 - Child Care Center Clerk	14.77
24610 - Chore Aide	9.40
24620 - Family Readiness And Support Services Coordinator	13.49
24630 - Homemaker	17.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.77
25040 - Sewage Plant Operator	18.32
25070 - Stationary Engineer	19.77
25190 - Ventilation Equipment Tender	12.56
25210 - Water Treatment Plant Operator	17.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.86
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	15.36
27010 - Court Security Officer	16.86
27030 - Detection Dog Handler	13.16
27040 - Detention Officer	15.36
27070 - Firefighter	16.86
27101 - Guard I	11.23
27102 - Guard II	12.56
27131 - Police Officer I	18.47

27132 - Police Officer II	20.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.55
28042 - Carnival Equipment Repairer	14.77
28043 - Carnival Equipment Worker	9.34
28210 - Gate Attendant/Gate Tender	13.59
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.21
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.06
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	18.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.42
29020 - Hatch Tender	20.42
29030 - Line Handler	20.42
29041 - Stevedore I	19.04
29042 - Stevedore II	22.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.39
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	24.17
30040 - Civil Engineering Technician	24.00
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	25.91
30081 - Engineering Technician I	15.18
30082 - Engineering Technician II	17.03
30083 - Engineering Technician III	19.05
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.88
30086 - Engineering Technician VI	34.94
30090 - Environmental Technician	20.36
30210 - Laboratory Technician	22.61
30240 - Mathematical Technician	24.17
30361 - Paralegal/Legal Assistant I	15.40
30362 - Paralegal/Legal Assistant II	19.08
30363 - Paralegal/Legal Assistant III	23.34
30364 - Paralegal/Legal Assistant IV	28.24
30390 - Photo-Optics Technician	24.17
30461 - Technical Writer I	21.22
30462 - Technical Writer II	25.96
30463 - Technical Writer III	31.40
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	21.75
30621 - Weather Observer, Senior (see 2)	24.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.73
31030 - Bus Driver	17.17
31043 - Driver Courier	13.34
31260 - Parking and Lot Attendant	9.72
31290 - Shuttle Bus Driver	13.56

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31310 - Taxi Driver	10.53
31361 - Truckdriver, Light	13.56
31362 - Truckdriver, Medium	16.66
31363 - Truckdriver, Heavy	18.93
31364 - Truckdriver, Tractor-Trailer	18.93
99000 - Miscellaneous Occupations	
99030 - Cashier	9.11
99050 - Desk Clerk	9.14
99095 - Embalmer	23.74
99251 - Laboratory Animal Caretaker I	11.13
99252 - Laboratory Animal Caretaker II	12.42
99310 - Mortician	23.75
99410 - Pest Controller	17.07
99510 - Photofinishing Worker	12.14
99710 - Recycling Laborer	12.03
99711 - Recycling Specialist	15.57
99730 - Refuse Collector	10.99
99810 - Sales Clerk	11.98
99820 - School Crossing Guard	10.28
99830 - Survey Party Chief	19.48
99831 - Surveying Aide	17.72
99832 - Surveying Technician	17.87
99840 - Vending Machine Attendant	11.72
99841 - Vending Machine Repairer	14.59
99842 - Vending Machine Repairer Helper	10.51

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. [See Section 4.6 (C)(vi)] When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.