

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 31

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/17/2020		2. CONTRACT NO. (If any) 89303721DEM000010		6. SHIP TO:	
3. ORDER NO. 89303721FEM400157		4. REQUISITION/REFERENCE NO. 21EM000410		a. NAME OF CONSIGNEE Savannah River (Loading Dock)	
5. ISSUING OFFICE (Address correspondence to) Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802				b. STREET ADDRESS Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B	
				c. CITY Aiken	e. ZIP CODE 29802
7. TO: Nicole Rintamaa				f. SHIP VIA	
a. NAME OF CONTRACTOR S&K LOGISTICS SERVICES, LLC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 138 Peachtree Parkway				REFERENCE YOUR:	
d. CITY Byron				e. STATE GA	
				f. ZIP CODE 310084016	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Savannah River Operations	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/30/2020	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	DUNS Number: 079601769 Period of Performance: 12/30/2020 to 12/29/2023 UNCLASSIFIED Incrementally Fund the Tank Farm Specialist Continued ...				15,128.64	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME OR for Savannah River						\$35,053.44	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov						\$35,053.44	
c. CITY		d. STATE		e. ZIP CODE				

22. UNITED STATES OF AMERICA BY (Signature)  Signature on File				23. NAME (Typed) Johnsell L. Christian TITLE: CONTRACTING/ORDERING OFFICER			
---	--	--	--	--	--	--	--

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/17/2020	CONTRACT NO. 89303721DEM000010	ORDER NO. 89303721FEM400157
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00002	Position December 30, 2020 through February 28, 2021 Line item value is: \$15,128.64 Incrementally Funded Amount: \$15,128.64 Accounting Info: Fund: 01250 Appr Year: 2021 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111528 Project: 0001764 WFO: 0000000 Local Use: 0000000 Funded: \$15,128.64 UNCLASSIFIED Incrementally Fund the Risk Engineer Position for December 30, 2020 - February 28, 2021 Line item value is: \$19,924.80 Incrementally Funded Amount: \$19,924.80 Accounting Info: Fund: 01250 Appr Year: 2021 Allottee: 36 Report Entity: 410225 Object Class: 25233 Program: 1111528 Project: 0001764 WFO: 0000000 Local Use: 0410299 Funded: \$19,924.80				19,924.80	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$19,924.80

Section A - Solicitation/Contract Form	3
Section B - Supplies or Services/Prices.....	3
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	3
Section C - Description/Specifications.....	4
SECTION C - STATEMENT OF WORK	4
Section D - Packaging and Marking.....	10
SECTION D – PACKAGING AND MARKING	10
Section E - Inspection and Acceptance	10
SECTION E - INSPECTION AND ACCEPTANCE	10
Section F - Deliveries or Performance.....	11
SECTION F – DELIVERIES OR PERFORMANCE	11
Section G - Contract Administration Data.....	12
SECTION G - CONTRACT ADMINISTRATION DATA.....	12
Section H - Special Contract Requirements	15
SECTION H – SPECIAL CONTRACT REQUIREMENTS.....	15
Section I - Contract Clauses	30
Section J - List of Documents, Exhibits and Other Attachments	31

Section A - Solicitation/Contract Form

Section B - Supplies or Services/Prices

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

PART I – THE SCHEDULE

SECTION B – - SUPPLIES OF SERVICES AND PRICES/COSTS

B.1 SERVICE BEING ACQUIRED

This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract for technical and engineering services to support the federal staff at the Savannah River Site (SRS) near Aiken, South Carolina. The contractor shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be expressly set forth in this IDIQ contract or any task order (TO) against this IDIQ contract as furnished by the agency) and otherwise do all things necessary for, or incident to, performance of these requirements in accordance with the Performance Work Statement (PWS) provided in Section C of this IDIQ contract and all TOs issued against this IDIQ contract or as otherwise directed by the Contracting Officer, for DOE facilities at the SRS. Procedures that the Government will use to issue orders against the master contract are located in Section J, Attachment 7, Ordering Procedures.

B.2 ESTIMATED COST/PRICE

THE TOTAL MAXIMUM CONTRACT VALUE, defined as the sum of contractor payment streams associated with all task orders against this IDIQ contract, shall not exceed \$22,000,000.00 (twenty-two million dollars). THE MINIMUM GUARANTEE ORDER(S) VALUE for this master IDIQ contract award is \$5,000.00, provided that the contractor can demonstrate it has exercised due diligence and made its best efforts to secure a TO. Task Orders will be priced based on established hourly rates located in Section J, Attachment 2, Pricing Format.

B.3 LIMITATION OF FUNDS

Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$22,000,000.00 (twenty-two million dollars). It is estimated that this amount is sufficient to cover performance through December 29, 2025.

B.4 REQUIRED SERVICES

The Government requires technical and engineering services for Federal facilities and seeks to obtain these services using this IDIQ contract. (See Section C)

END OF SECTION

Section C - Description/Specifications

SECTION C - STATEMENT OF WORK

PART I – THE SCHEDULE

SECTION C - STATEMENT OF WORK

C.1 OVERVIEW AND OBJECTIVES

The Department of Energy (DOE) is acquiring a contractor to provide technical and engineering services at the Savannah River Site (SRS). This support will provide DOE-SR federal staff with assistance and expertise in the fields of program/project management; cost engineering/estimating, project controls, scheduling/scheduling software, earned value, risk management, reporting, and liability audits, acquisition integrated project team support, specialized engineering services, as well as highly specialized What-if-Tool (WIT) (specialized system) development, implementation and maintenance, and, on a case-by-case basis, at other locations as directed by the DOE Contracting Officer. In serving the national interest and implementing the DOE mission, the SRS strives to ensure its programs, operations, and resources are managed in an open, safe, environmentally sound, and cost effective manner.

C.2 SAVANNAH RIVER SITE DESCRIPTION

The SRS complex covers 310 square miles encompassing parts of Allendale, Aiken, and Barnwell counties in South Carolina, bordering the Savannah River. The general site includes all developed and non-developed areas of the site to include forests and natural areas, lakes, ponds, streams, and a portion of the Savannah River swamp system. The site is government owned and contractor operated and maintained.

C.3 SCOPE

The Contractor shall provide, train, and maintain a staff to include technical and engineering personnel, supervisors, and managers, to sufficiently support the requirements of this contract. In supporting the requirements of this contract, the Contractor shall comply with all DOE/NNSA directives specified in Section J, Attachment D entitled DOE/NNSA Directives and Other Related Documents.

The work to be procured under this contract involves Program Management, Project Management/Controls, Cost Engineering/Estimating, Scheduling, Risk Management, Budget Formulation, Reporting, Earned Value Management (EVM) and Environmental Management Liability Audit support, Acquisition Integrated Project Team support, and Specialized Engineering services to the federal staff at DOE-SR. The contractor shall support Capital Asset Line Item Projects, Capital Asset Projects, non-Capital Asset Projects, initiatives, operation activities and future site missions. The contractor shall provide DOE-SR the WIT system, already developed at other EM sites (Oak Ridge), and implement it at DOE-SR. The contractor shall make minor modifications as necessary to allow the WIT to interface with existing DOE-SR Systems. The contractor shall maintain the WIT to support DOE-SR needs. The contractor shall provide support for new/additional scopes of work, proposals and baseline change control processes, which support the EM and site mission and strategic plan.

C.4 SCOPE OF WORK

C.4.1 Technical Support Services

C.4.1.1 Technical Support Service Requirements

The scope of technical services under this contract will require individuals to be competent in the areas of assigned work. Tasks includes services that are necessary to carry out individual, scattered site activities including but not limited to: (1) conducting initial inspections, (2) work write-up or project specification development, (3) cost estimate preparation, (4) construction supervision associated with activities that do not require an architect or engineer, (5) lead hazard reduction or lead abatement need determination and oversight, (6) lead hazard reduction or abatement carrying costs, (7) temporary relocation coordination, (8) financing costs such as security agreement preparation and recording or filing fees, (9) processing of individual applications for assistance, (10) income eligibility determination and verification, and (11) project-specific environmental clearance processes.

Technical Support Service positions may require specific competence in particular functions or areas. This will be defined in individual task orders.

C.4.1.1.2 Tank Farm Specialist

The Tank Farm Specialist shall perform functions including, but not limited to the following:

Review and evaluation of program documents and support operations activities and projects required for scope execution in the following areas:

SWPF Tie-in outage (Tank Farms, DWPF, Saltstone, SWPF)

Salt batching planning and execution activities and salt tank modifications to support salt processing operations DWPF programs including Melter #4, canister double stack activities

Sludge batching planning and execution activities and sludge tank modifications to support DWPF operations Infrastructure in operating facilities

Services may also be required for:

Review of contract deliverables supporting completion of PBIs

Review of contract modifications to evaluate scope, cost and schedule as cross walk with the approved contract

performance baseline and determine validity of the proposed changes.
Provide technical, cost and schedule reviews and assessments of liquid waste operations and projects and/or work scope additions/deletions from existing baseline.
Review documents related to Liquid Waste and Solid Waste programs, recommend responses to DOE-HQ inquiries, media inquiries, and other external organization requests.
Perform field observations of work being performed or completed by the contractor to verify status and increase understanding of scope, schedule, and issues.
Participate in routine and/or topical meetings.
Prepare written summaries and evaluations of contractor deliverables for DOE consideration and oral presentation of results of assessments.
Other technical/programmatic reviews as requested by DOE staff.

C.4.1.1.3 ILCE/WiT Integrator

The ILCE/WiT Integrator shall perform functions including, but not limited to the following:

Provide subject matter technical expertise to federal and contractor staff when requested to ensure government policies, public laws, departmental/site requirements and industry standards are being addressed.
Responsible for ensuring deliverables per DOE Order 413.3B, including but not limited to: project execution plans, critical decision packages, acquisition strategies, presentations, schedules, cost estimates, budget estimates, time phased data/spend plans are met in a timely and quality manner.

C.4.1.1.4 Sr. Scheduler

The Sr. Scheduler shall perform functions including, but not limited to the following:

Provide general project scheduling support.
Develop all types of schedules (e.g. critical path, what-if, baseline, status, PERT, GANTT, program, project, initiative).
Review and assess contractor schedules and provide respective analysis and report.
Provide project scheduling analysis of DOE Order 413.3B compliance on capital projects.
Provide support for site approved scheduling software management.

C.4.1.1.5. Acquisition Integrated Project Team Support

The Acquisition Integrated Project Team Support shall perform functions including, but not limited to the following:

Perform technical analysis of each offeror technical and cost proposals. Technical analysis includes, but is not limited to, reviewing each offeror's technical approach and providing written assessments and completion of evaluation forms to the SEB, reviewing the details of each offeror's proposal including assumed scope, method, and schedule of accomplishing the work to determine if the proposal estimate is realistic for the work to be performed. The technical analysis consists of identifying and documenting the positive and negative attributes within each offeror's proposal in order to provide a comprehensive analysis as to the reasonableness and validity of the proposed technical solutions and the realism of the associated costs. Technical analysis will include clarity in each offeror's proposal demonstrating requirements-based decisions with performance-based outcomes. Technical analysis will include clarity in each offeror's proposal of innovative resourcing strategies, including effective use of resources in emergent or unusual circumstances.

Cost analysis includes reviewing the cost proposals, including all direct and indirect costs, productivity factors, materials, types and quantities of equipment and labor, subcontractor costs and any pertinent assumptions to determine if the resources proposed are reasonable and realistic, based on the proposed technical approach described in the offeror's proposal. Cost analysis will include clarity in each offeror's proposal demonstrating change management (authorities, decision thresholds and reporting). Cost analysis will include clarity in each offeror's proposal of innovative resourcing strategies, including effective use of resources in emergent or unusual circumstances. Analyze offeror schedules related to the cost and technical approach to determine if the proposed schedule is reasonable and realistic. Document findings and the rationale for those findings, and identify potential cost adjustments. (including the basis of the analysis)

C.4.1.1.6.

Senior Lead Integrator / Lead Integrator Specialist

The Senior Lead Integrator/Lead Integrator Specialist provides senior-level business advice to the Federal staff; uses his expert knowledge in DOE Orders and processes to help resolve issues and concerns with regards to reporting; provides oversight of the prime contractors' EVMS and risk processes; backfills for analysts when required (either for peak workloads or for planned and unplanned absences); and is responsible for the change control process. The Senior Lead Integrator/Lead Integrator Specialist also leads the Federal budget process and ILCE updates and will ensure all deliverables, including but not limited to: project execution plans, critical decision packages, acquisition strategies, Mission Program presentations, schedules, cost estimates, budget estimates, time phased data/spend plans compliant with DOE Order 413.3B, assist in document preparation as needed, and task/organize Senior EM Program assignments to completion.

C.4.2. Engineering Support Services

C.4.2.1. Engineering Support Service Requirements

The scope of engineering services under this contract will require individuals to be competent in the areas of assigned work. Task may include but are not limited to analyzing, planning, designing, pricing, detailing, drafting, creating specifications, ordering and otherwise providing technical description or specifications as needed. Assist in planning, coordinating and executing engineering projects. Work with management to develop project budget. Provide support in developing energy conservation and management programs. Work in compliance with standard operating procedures and company policies. Conduct routine maintenances of electrical and mechanical systems. Support in conducting auditing and implement audit recommendations. Ensure that work area is maintained clean, safe and organized. Execute daily workload assignments. Analyze potential problem and suggest corrective actions. Manage repair and maintenance requests promptly. Assist in develop preventive maintenance programs and support in energy conservation improvements. Ensure that engineering equipment and tools are properly cleaned, stored and maintained in good conditions. Handle engineering equipment safely and effectively to avoid accidents.

Engineering positions may require specific competence in particular functions or areas. This will be defined in individual task orders.

C.4.2.1.1. Cost Engineer

The Cost Engineer shall perform functions including, but not limited to the following:

Provide general cost estimating support.
Develop Independent Cost Estimates (ICE).
Develop Independent Government Cost Estimates (IGCE).
Develop/maintain life-cycle cost estimates.
Develop cost models as related to building certainty levels and determining program and lifecycle cost.
Provide cost estimating analysis of DOE Order 413.3B compliance on capital projects.
Review contractor project estimates and provide respective analysis and report.
Review contractor procurement estimates and provide respective analysis and report.
Conduct value engineering/management, in management of value engineering/management workshops, efforts and reports.
Provide cost engineering support for business management.
Review/development of rates and rates structures.
Support teams reviewing/engineering contractor/site rate structures, financial systems, Earned Value Management System and reporting systems and provide respective analysis and report.
Provide subject matter expertise in cost estimating/engineering on large complex government programs/projects.
Provide expertise to develop cost estimates on nuclear, radiological, chemical, toxic, high hazard, high/low/mixed radioactive waste and respective DOE construction, operations, Information Technology (IT) and technology projects.

C.4.2.1.2. Project Controls Engineer

The Project Controls Engineer shall perform functions including, but not limited to the following:

Generate project progress charts and cost reports. Handle cost engineering functions involving budget preparation, cost control, forecasting and cost reporting.
Interpret contract and handle financial risk and current cost control database.
Monitor detailed construction project cost and cash flow.
Assist with monitoring, evaluating and updating project cost data on budgeted amounts.
Reconcile and coordinate project cost data with client status reports.
Support forecast of time and cost problems by offering trending information.
Support past period cost performance report and fiscal budget annually.
Consolidate project data from CMA to sub-program data.
Assist in Program Manager's budgeting process with Area-wise unit cost data.
Use updated unit cost data to support Service Planning and Estimating.
Assist with managing Project Management database.
Assist with handle resource planning, milestone coordination and schedule tasks.
Support Project Controls and Scheduling individuals in role execution.
Maintain appropriate corporate estimating records.
Develop and update cost and resource loaded construction schedules.
Establish and maintain harmonious client relationship to support project delivery and client satisfaction.
Submit monthly reports to COR and or Project Manager and support internal reports preparation.
Assist with the planning, scheduling and cost engineering.
Assist with determining schedule, estimates and work scope to execute and complete deliverables within budget.
Interact with client counterparts and management to plan and schedule cost presentation.

Develop and execute measurement systems to process, analyze and identify improvements.
Analyze data, identify issues and recommend suitably.
Support cost control as per contractual procedures, objectives and requirements.
Develop cost trend estimates and new techniques to support project cost trend programs.
Conduct investigating requirements to estimate and control cost data.
Support administrative and organizational activities to perform cost analysis and estimation.
Verify scope trends and estimate costs by using contract terms.
Assist with executing schedule change management process to approve changes.

C.4.2.1.3. Risk Engineer

The Risk Engineer shall perform functions including, but not limited to the following:

Provide support on the federal risk management program.
Provide risk management analysis of DOE Order 413.3B compliance on capital projects.
Develop the DOE-SR federal risk management plan.
Track and monitor the risk registrar associated with the federal risk management plan.
Review all baselines for risk management compliance.
Provide support to IPABS risk management updates.
Provide support to the Integrated Life-Cycle Baseline/Estimate risk management process.
Develop the coordinated overarching federal risk management plan.
Review and assess DOE-SR and contractor risk on a monthly basis, provide respective analysis and report.
Support all DOE-SR site risk management/quality initiatives.
Maintain the capability and expertise to support and utilize supporting risk management software, specifically Primavera and Oracle; and provide respective analysis and report.

C.4.2.1.4. Fire Protection Engineer

The Fire Protection Engineer shall perform functions including, but not limited to the following:

Provide fire protection engineering, consulting, and assistance services as staff augmentation for the DOE-SR Fire Protection Engineering Program. The fire protection engineering contractor support is expected to deliver highly proactive, anticipatory work products combined with requirement-based, synergistic interactions with site support contractor fire protection services staff, DOE-SR Facility Projects and Line Support Officials and Headquarters DOE counterparts.
The contractor shall review and provide deliverables related to certain aspects of the Fire Protection Engineering Program in the Performance Assurance Division, Office of Safety and Quality Assurance at the DOE-SR. The effort will include fire protection engineering level work including, but not limited to, reviews of design, construction, fire hazard analyses, contractor engineering evaluations equivalencies and/or exemptions; perform field assessments; and assessment of the requirements under the applicable DOE Directives, federal laws and regulations, National Fire Codes and Standards, International Building Codes and revision of DOE-SRM 420.1.1A to incorporate DOE O 420.1C and DOE STD-1066-2016.
Review and recommend DOE actions on routine submissions of such documents as Request for Approval Engineering Evaluation Equivalencies and/or Exemptions.
Develop and submit STAR records for fire protection and life safety assessments to include identification of concerns, issues, observations, recommendations, and all corrective actions taken/recommended.
Provide support to the revision of the SRM 420.1.1A Fire Protection Program Manual.

Review and recommend DOE actions to Standards/Implementing Requirements Documents.
Review and recommend DOE actions on routine submissions of project support documents as fire system design drawings, fire hazards analyses, DSA fire scenarios, TSR fire related compensatory measures and Safety Significant/Safety Class requirements.
Provide support to the DOE Fire Protection Program Annual Assessment.

Section D - Packaging and Marking

SECTION D – PACKAGING AND MARKING

PART I – THE SCHEDULE

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING

- (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) Except for those reports required by none, where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer.

D.2 MARKING

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

- (1) Identifies the Name and address of the agency
- (2) Identifies the Contract/Task Order by number under which the item is being delivered.
- (3) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (4) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

Section E - Inspection and Acceptance

SECTION E - INSPECTION AND ACCEPTANCE

PART I – THE SCHEDULE

SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the

services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

End of clause

E.2 INSPECTION

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

(1) Identifies the contract by number under which the item is being delivered.

(2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s)

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

E.3 ACCEPTANCE

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer or his duly authorized representative.

Section F - Deliveries or Performance

SECTION F – DELIVERIES OR PERFORMANCE

PART I – THE SCHEDULE

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The base period shall be for 36 months. Two option periods 12 months each, if exercised, will extend the term of the contract to 05 years from the date of the contract award as follows:

Base Period: December 30, 2020 – December 29, 2023

Option Period 1: December 30, 2023 – December 29, 2024

Option Period 2: December 30, 2024 – December 29, 2025

F.2 PRINCIPAL PLACE OF PERFORMANCE

The contract work will be principally performed at the Savannah River Site, Aiken, South Carolina, its environs, and the Central Savannah River Area. However, the contractor may be required to provide the services on an intermittent basis at other DOE locations as directed by the Contracting Officer.

F.3 DELIVERABLES

The Contractor shall provide the plans, reports, and records specified in Section C – Performance Work Statement in accordance with established requirements within Task Orders.

Section G - Contract Administration Data

SECTION G - CONTRACT ADMINISTRATION DATA

PART I – THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To provide timely and effective administration, correspondence (except for invoices) submitted under this Contract shall be subject to the following procedures:

- (a) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the Contracting Officer, with information copies of the correspondence to the Contracting Officer's Representative.
- (b) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the Department of Energy (DOE), Savannah River Operations Office, Contracting Officer's Representative, with an information copy to the Contracting Officer. Technical correspondence pertains to issues relating to work effort of the contract (i.e., requests for interpretation of contractual requirements for performance) or requests for approval of reports, drawings, or other work products.
- (c) DOE Property Manager. The DOE Property Manager identified for this contract is provided below. The Contractor may use the Property Manager as a point of contact for guidance and assistance involving property requirements. The Contracting Officer shall be contacted for any matter which involves a proposed change in any of the expressed terms and conditions of the contract:

Samuel Brantley
U.S. Department of Energy

Savannah River Operations Office
Acquisition Operations Division
P.O. Box A
Aiken, SC 29802
Phone: 803-952-6742

(d) Contracting Officer's Address. The address is as follows:

Johnsell L. Christian
U. S. Department of Energy
Savannah River Operations Office
Contracts Management Division
P.O. Box A
Aiken, SC 29802
Phone: 803-952-7825

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

SUBJECT: CONTRACT NUMBER: 89303720DEM000006

G.2 Government Contact for Post Award Administration

(a) The Contractor shall use the following DOE Contracting Officer as the point of contact for all matters regarding this contract, except technical matters.

U.S. Department of Energy
Savannah River Operations Office
Contracts Management Division
Attn: Johnsell L. Christian
P.O. Box A
Aiken, SC 29802
Telephone Number: (803) 952-7825

(b) The designated paying office for direct payment of invoices under the Contract is:

Direct Mail Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
P.O. Box 4307
Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy
Oak Ridge Financial Services Center

200 Administration Road
Oak Ridge, TN 37831

G.3 DOE PATENT COUNSEL

Correspondence being sent to the DOE Patent Counsel should be addressed as follows:

U.S. Department of Energy
Savannah River Operations Office
Office of Chief Counsel
Patent Counsel
P. O. Box A
Aiken SC 29802

G.4 CONTRACTING OFFICER'S REPRESENTATIVE

The Contractor shall use the following DOE Contracting Officer's Representative as the point of contact for all technical matters regarding this contract, subject to the restrictions described in Section H.39 "Technical Direction".

Nicole Ball
U. S. Department of Energy
Savannah River Operations Office
Office of Integration and Planning
P. O. Box A
Aiken, SC 29802
Phone: 803-952-5544

G.5 CONTRACTING OFFICER

The primary Contracting Officer responsible for administration of this contract is (Johnsell L. Christian). This individual shall be primarily responsible for all contractual actions required to be taken by the Government under the terms of this contract. Notwithstanding the above, in the event the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to the Savannah River Operations Office shall be authorized to take the required contractual action(s) within the limits of his/her authority.

G.6 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the Contracting Officer the official who has the authority and is responsible for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on behalf of the company.

G.7 SPECIAL PROMPT PAYMENT PROVISIONS

(a) Any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment to the Contractor may be:

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs, or
- (2) Adjusted for prior overpayments or underpayments.

The Contractor may expect that invoice review, as set forth in FAR 32.9 Prompt Payment, will be performed in the 30-business day period succeeding invoice submission. Normally corrections will be seen on the invoice following the one in which adjustments are made. DOE's rights shall remain and are not limited to that initial 30 business days.

Section H - Special Contract Requirements

SECTION H – SPECIAL CONTRACT REQUIREMENTS

PART I – THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONSECUTIVE NUMBERING

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

H.2 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

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

H.3 OTHER GOVERNMENT CONTRACTORS

The Government may undertake or award other contracts for additional work or services. The Contractor agrees to fully cooperate with such other contractors and Government employees and carefully fit its own work to such other work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees. If DOE determines that the Contractor's activities may interfere with another DOE contractor, the Contracting Officer shall so notify the Contractor and the Contractor shall comply with any instructions the Contracting Officer may provide.

H.4 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES

The Contractor is authorized to use on a non-interference basis in the performance of this contract, the Government-owned equipment/facilities indicated in Section H.27. Such use is authorized on the basis that it will not interfere with the performance of the Government contract(s) for which such property was provided, and, unless otherwise stipulated, shall be in accordance with the terms and conditions thereof.

H.5 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2006)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress as described in 18 U. S. C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.6 Workers' Compensation INSURANCE

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the CO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the CO.

H.7 SECURITY QUALIFICATIONS

Clearance Requirements: All contractor employees shall be "Q", "L" or "Building Access Only (BAO)" cleared. All employees under the contract shall be U.S. citizens. (Clearance-Access authorizations are granted by the DOE pursuant to Title 10, Code of Federal Regulations, Part 710.) Security Badges must be worn properly at all times while working at any of the DOE facilities.

Obtaining Clearances: Prior to submitting individuals for clearance, the contractor must screen individuals in accordance with an employee screening plan approved by the DOE Contracting Officer's Representative (COR). The certification by the contractor to the COR of a favorable screening is required prior to employment. The screen shall include verification of identity, citizenship, previous employment and education and the results of credit and law enforcement checks. Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements.

Maintenance of Clearances: Security Badges will be furnished by DOE. Neither the contractor nor its employees shall ever reassign badges to a different employee. The contractor shall assure that badges are turned in for employees who are no longer working on this contract, for employees who no longer need access for whatever reason, or when a badge expires.

The contractor, on a case-by-case basis, will provide its own cleared escorts as needed. The COR will approve contractor personnel for escort privileges and provide escort training.

H.8 INSURANCE

In accordance with the general provision entitled "Insurance-Liability to Third Persons" (FAR 52.228-7), the Contractor must obtain comprehensive insurance coverages in the amounts delineated below:

- (a) General Liability - \$500,000 per occurrence (bodily injury)
- (b) Automobile Liability - \$200,000 per person - \$500,000 per person (bodily injury), \$100,000 per occurrence

for property damage.

(c) Workers' Compensation and Employer's Liability - \$500,000

The Contractor will submit required insurance policies to the Contracting Officer for approval during the transition period. Any proposed changes in approved insurance coverage must be submitted to the Contracting Officer for approval.

H.9 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as business-proprietary and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

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

H.10 KEY PERSONNEL

The personnel specified below are hereby considered "Key Personnel" for the purposes of DEAR Clause 952.215-70, Key Personnel, in Section I:

NAME	TITLE
Michael G. Serrato	Senior Lead Integrator / Lead Integrator Specialist

(a) The personnel listed above or elsewhere in this contract are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3)

obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action. (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

H.11 INFORMATION TECHNOLOGY EQUIPMENT (IT) USAGE

Requirements for Automated Data Processing Equipment (ADPE) which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease versus purchase determination.

H.12 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE

- (a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.
- (b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.
- (c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.
- (d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DOE's licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the contractor shall continue to perform to the full extent possible without utilizing the software in question.
- (e) Paragraphs (a) through (d) of this clause shall flow down to all subcontracts.

H.13 CONTRACTOR EMPLOYEE CHECKOUT

The Contractor must notify DOE-SR when an employee under this contract terminates employment with the company. The contractor is responsible for ensuring all government-issued equipment and property assigned to the departing employee has been recovered and that access to facilities and computer networks has been terminated. Government-issued equipment and property includes, but is not limited to, keys, office equipment, computer equipment (hardware and software), manuals and books, telecommunications equipment, corporate credit cards, calling cards, badges, uniforms, tools, and safety gear. A notification must be completed for each employee terminating.

H.14 PROTECTION OF GOVERNMENT PROPERTY – MANAGEMENT OF HIGH-RISK PROPERTY AND CLASSIFIED MATERIALS

The contractor shall take all reasonable precautions, and such other actions as may be directed by the contracting officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody. In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies and practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management Regulations (41 CFR chapter 109), and other applicable regulations.

High-risk property, the loss, destruction, damage to, or the unintended or, premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual-use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

H.15 ACCESS TO DOE-OWNED OR LEASED FACILITIES

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

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

(b) The Contractor shall assure:

- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.
- (2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be

granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.16 Electronic Subcontracting Reporting System

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

H.17 PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION

(a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the Contractor's possession in connection with the performance of work under this contract is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.

(b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:

- (1) Design of production facilities and utilization facilities;
- (2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or
- (3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.

(c) Access to UCNI shall be limited to U.S. citizens determined to require access to UCNI in the performance of official duties, except that the Contracting Officer may grant access to a non-U.S. citizen upon written

request from the Contractor.

(d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, locked in file cabinets, offices, or facilities where access is controlled.

(e) Documents or other matter containing UCNI, when transmitted outside an authorized place of use or storage, shall be packaged to preclude disclosure of the presence of UCNI.

(f) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI.

(g) The Contractor agrees to conform to all regulations and requirements of the department concerning UCNI.

(h) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of 1954, as amended.

(i) This article, including this paragraph (i), shall be included in all subcontracts which involve access to UCNI.

H.18 GOVERNMENT FURNISHED FACILITIES, PROPERTY AND EQUIPMENT

Pursuant to FAR 52.245-1 as modified by DEAR 952.245-5, GOVERNMENT PROPERTY (JUN 2007), located in Part II – Contract Clauses, Section I, the Government will furnish the items listed below for use in the performance of this contract.

(a) Government Furnished Facilities/on-site office space is listed below:

Laptop, Monitors, and furnishing that will be needed to perform the requirements of the position.
Personal Protective equipment as required.

H.19 GOVERNMENT-FURNISHED SERVICES

Required medical examinations and emergency medical services are provided by the Government.

H.20 WAGE DETERMINATION RATES

In performance of this contract, the Contractor shall comply with the requirements of US Department of Labor Wage Determinations (see sample US Department of Labor Wage Determination provided in Part III, Section J, Attachment E). Revised Wage Determinations shall be required from DOL and incorporated into this contract at least once every two years but no more than yearly.

H.21 CONTRACTOR'S ORGANIZATION

(a) Organizational chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization of key personnel to be employed in connection with the work and shall furnish from time to time supplementary information reflecting changes therein.

(b) Supervision representative of Contractor. Unless otherwise directed by the Contracting Officer, a competent full-time resident supervising representative of the Contractor satisfactory to the Contracting Officer shall be in charge of the work at all times. This also applies to off-site work.

H.22 APPROVAL OF PERSONNEL REASSIGNMENTS - TEMPORARY

No personnel employed under this contract will be reassigned to non-DOE assignments on a temporary basis without written consent of the Contracting Officer or his designated representative (COTR).

H.23 OBSERVANCE OF LEGAL HOLIDAYS

The Government observes the following days as holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

Any other day designated by Federal Statutes

Any other day designated by Executive Order

Any other day designated by Presidential proclamation

Notwithstanding the above, the Contractor shall provide sufficient personnel to perform the tasks required by Section C. Observance of such days by the Contractor shall not be cause for an additional period of performance or increase to the total estimated cost of the contract.

H.24 CONTRACTOR USE OF GOVERNMENT VEHICLES—WORK TO DOMICILE

Government owned or leased vehicles shall be used for official purposes only. Any cost or expense associated with nonofficial use of government-owned or leased vehicles is an unallowable cost and is therefore not reimbursable under the contract. Official purposes do not ordinarily include transportation of a contractor's employee between domicile and place of employment. However, contractor employees driving government-owned or leased vehicles to their personal residences will be considered to do so for official purposes if all the following conditions exist:

- (1) Unusual and special circumstances occur when contractor employees are required to work unusual hours and regular transportation is not available.
- (2) The Contractor has defined in writing the special and unusual circumstances in which driving of government-owned or leased vehicles by contractor employees to their personal residences will be considered used for official purposes and the DOE Contracting Officer has approved them.
- (3) The contractor has designated, in writing, the specific individuals who are authorized to approve the driving of government vehicles by contractor employees to their personal residences.
- (4) The contractor maintains records necessary to clearly establish the extent that home-to-work transportation was for official purposes. The contractor shall determine, subject to approval of the Contracting Officer, the organizational level at which records should be maintained and kept. The records should be easily accessible for audit and should contain, as a minimum, the following information:
 - (a) Name and title of employee using the vehicle, as well as the names and titles of any passengers sharing the vehicles;
 - (b) Name, Employee Identification Number, and title of person authorizing use;
 - (c) Vehicle license number;
 - (d) Date and time of day of vehicle use;
 - (e) Storage location of vehicle;
 - (f) Duration of use, and
 - (g) Special and unusual circumstances requiring home-to-work transportation and negative impact, if such approval is not granted. Approval should not be granted if bus services are reasonably available. The approving official should require the sharing of rides to the extent reasonably feasible when government vehicles are authorized.

(5) The contractor establishes and enforces penalties for employees who use or authorize use of government vehicles for other than official purposes.

H.25 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.26 TECHNICAL DIRECTION

A. Performance of the work under this Contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The COR will be designated in writing by the Contracting Officer. The designation letters will include the COR's authority, responsibility, and limitations. Changes to the COR or the COR's authority will be transmitted via electronic mail.

The term "technical direction" is defined to include, without limitation:

- (a) Directions to the Contractor that redirect the Contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Performance Work Statement.
- (b) Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.
- (c) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract.
- (d) Approval of shop drawings; testing; approval of samples; engineering evaluation; monitoring schedules and deliverables; and other functions not involving a change in the scope, price, or terms or conditions of a contract.

B. Technical direction must be within the Statement of Work stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:

- 1. Constitutes an assignment of additional work outside the Statement of Work;
- 2. Constitutes a change, as defined in the Contract Clause entitled, FAR 52.243-2, Changes – Cost Reimbursement (AUG 1987) Alternate II (APR 1984), which requires an adjustment of the estimated cost and/or fee;
- 3. Changes any of the express terms, conditions, or specifications of the contract;
- 4. In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance; or
- 5. Interferes with the Contractor's right to perform the terms and conditions of the Contract.

C. All technical directions shall be issued in writing by the COR.

D. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.

E. If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in B.1 through B.5 above, the

Contractor shall not proceed but shall notify the Contracting Officer in writing within 7 working days after receipt of any such instructions or direction and shall request the Contracting Officer to modify the contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:

1. The date, nature, and circumstances of the conduct regarded as a change;
2. The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
3. The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct;
4. In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration;
5. The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:

- a. What contract line items have been or may be affected by the alleged change;
- b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- c. To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change;
- d. What adjustments are estimated to contract costs, delivery schedule, and other provisions affected by the alleged change;

6. The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer shall do one of the following:

1. Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract and does not constitute a change under the "Changes" Clause, which requires an adjustment of estimated cost and/or fee;
2. Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
3. Advise the Contractor within a reasonable time that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.

F. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the Contract Clause entitled, FAR 52.233-1 "Disputes (JULY 2002) - Alternate I (DEC 1991)."

G. DOE personnel performing technical oversight do not have authority to provide technical direction under the terms of the contract unless specifically designated as a COR.

H.27 COOPERATION WITH OTHER SITE CONTRACTORS

The Contractor shall cooperate in a timely manner with DOE and any DOE contractor performing work at the site, especially DOE prime contractors. Cooperation includes, but is not limited to, working together to resolve interface and work performance issues; establishing schedules to support accommodation of the work being performed under the other contract(s); establishing work groups; participating in meetings (including quarterly DOE/Contractor interface meetings); providing access to applicable technical and contract information and

data, such as schedule and milestone data; discussing technical matters related to SRS; and providing access to Contractor facilities or areas. The Contractor shall ensure that its activities and support of the other prime contractors are fully coordinated with DOE and the other prime contractors.

The Contractor shall work with the SR M&O Contractor in the maintenance and execution of the SRS Interface Management Plan (IMP). The IMP is an Interface Management tool only and does not take precedence over the requirements identified herein.

The Contractor is not authorized to direct any DOE contractor, except as specified elsewhere in this contract or as directed by the CO. The CO has the authority to direct the Contractor to cease interference in the activities of other DOE contractors.

The Contractor shall immediately notify the CO if the Contractor's activities will interfere with any DOE contractor or if there is an interference or conflict with an DOE contractor in performance of the Contract's activities in support of DOE or another DOE contractor.

H.28 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING INFORMATION TECHNOLOGY

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor agrees to: (1) obtain the CO's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by an agreed upon date (TBD).; and (3) have IPv6 technical support for development and implementation and fielded product management available.

H.29 SALES AND USE TAXES

In accordance with the laws and regulations of the State of South Carolina, the Contractor is required to pay sales and use taxes on purchases of certain goods and services required under the contract.

H.30 COMMUNITY COMMITMENT

It is the policy of DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders; (2) engaging regional stakeholders in issues and concerns of mutual interest; and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

H.31 RELEASE OF INFORMATION

The Contractor shall be responsible for developing, planning, and coordinating proactive approaches to dissemination of timely information regarding DOE unclassified activities onsite and offsite. This includes, but is not limited to, operations and programs. This shall be accomplished through coordination with the SR Office of External Affairs. Proactive communications and public affairs programs shall include or make use of a variety of tools, among them public workshops, meetings or hearings, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder

interactions such as involvement with the SRS' Citizens Advisory Board. The Contractor shall also, in good faith, satisfy its obligation to supply any union lawfully designated as the representative for collective bargaining purposes with all information necessary and relevant to the union's representation of those employees.

The responsibility shall be carried out in such a manner that the public, including the media, citizen's groups, private citizens, and local, state, or Federal government officials, have a clear understanding of DOE activities at the site. Prior coordination between the Contractor and DOE shall be required for all intergovernmental and congressional activities, including interactions with local, state, and nationally elected officials.

The Contractor shall be responsible for following established DOE procedures for all oral, written, and audio/visual information material prepared for public use, including technical information.

H.32 REQUIRED SECURITY CLEARANCES

All work under this contract may require access to DOE Restricted Data, up to the Top-Secret level ("Q" clearance). Therefore, all personnel proposed for "Q" clearance positions must meet one of the following conditions within 90 days of contract award, or as approved by the Contracting Officer:

- (a) Have a current DOE "Q", Top Secret, or equivalent clearance at time of award;
- (b) Have held a DOE "Q", Top Secret, or equivalent clearance which was terminate without prejudice within six (6) months prior to the closing date of this solicitation;
- (c) Have been the subject of a favorable full field background investigation conducted by OPM or the FBI or another Federal agency, provided that investigation meets the required scope and extent, was conducted within five (5) years prior to the closing date of this solicitation, and resulted in a clearance being granted; or,
- (d) Have been the subject of a full field investigation completed within ten (10) years, updated within (5) years, and the results favorably adjudicated per DOE M 470.4-5.

H.33 EMPLOYEE CONCERNS PROGRAM

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of the contract start date that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in the DOE Order 442.1A, and DOE Guide 442.1-1, Employee Concerns Program, and all superseding versions. Guidance for preparation of an ECP Plan is provided in Section J, Attachment I.

H. 34 STOP WORK AND SHUT DOWN AUTHORITY - ENVIRONMENT, SAFETY AND HEALTH

- (a) Definition: Stop Work - The suspension of a specific activity or activities by the CO or authorized designee based upon the determination or observation of conditions which are immediately dangerous to the life or health of the workers, the public, or the environment or for any other reason determined to be in the best interests of the Government from an ES&H perspective. Stop-Work Orders for non-ES&H reasons shall be in accordance with the Contract Clause contained in Section I entitled, FAR 52.242-15 Stop-Work - Alternate I (APR 1984).
- (b) The CO, or authorized designee, may at any time during the performance of this contract issue a stop-work order and shutdown facility operations or stop work on specific activities of the Contractor or any Subcontractor, in accordance with the following:

- (1) The CO shall notify the Contractor, in writing, of any noncompliance with applicable ES&H requirements which come to the attention of the CO. After receipt of such notice, the Contractor shall immediately take corrective action, consistent with the work authorization provisions of the Contract Clause in Section H entitled, Technical Direction. In the event that the Contractor fails to take corrective action, the CO or authorized

designee may, without prejudice to any other legal or contractual rights of DOE, issue a written order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the CO in accordance with applicable DOE Directives, if any. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(2) If at any time during performance of the contract work, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the health or safety of individuals or the environment, the CO or authorized designees may, without prejudice to any other legal or contractual rights of DOE, issue a verbal order, to be immediately confirmed in writing before departing the incident site, stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the CO in accordance with applicable DOE Directives, if any. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(c) Duly appointed DOE Facility Representatives and Contracting Officer Representatives are authorized designees of the CO for the purposes set forth in this clause. Other authorized designees shall be approved through the process described in the Contract Clause in Section H entitled, Technical Direction.

(d) The Contractor shall include this clause, modified appropriately to include Contractor Representatives, in all subcontracts containing the Contract Clause entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives."

H. 35 SET OF APPLICABLE REQUIREMENTS

Pursuant to the clause in Section I entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives," the Contractor shall adhere to the ES&H requirements compliance process delineated in the Standards/Requirements Identification Document (S/RID). For requirements other than ES&H, the contractor shall adhere to the existing DOE directive requirements that are the basis for established procedures and programs until authorized approvals are obtained to deviate from established requirements. The S/RID approved by DOE at time of award, and superseding versions thereof, are hereby incorporated by reference.

The Contracting Officer, or designated representative, may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise the ES&H requirements and non-ES&H requirements (i.e., List B as referred to in the Section I clause). Revision to List B shall be processed by the Contractor in accordance with the processes set forth by DOE.

H.36 ENVIRONMENT, SAFETY, AND HEALTH (ES&H)

(a) The Contractor shall comply with the existing System Description Document created by the predecessor contractor in accordance with the Section I Clause titled "Integration ES&H into Work Planning and Execution." The Contractor shall submit an update to the existing Integrated Safety Management System (ISMS) Description Document within 120 days of contract award and thereafter each year on September 1, for the following fiscal year. Any changes to the ISMS Description Document after the CO's or designee's initial approval, shall be approved by the CO or designee.

(b) The Contractor shall submit a Worker Safety and Health Plan compliant with the requirements of 10 CFR 851 sixty days after the start of transition for approval by DOE.

H.37 Reserved

H.38 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 attached.

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.

H.39 Multifactor Authentication for DOE Information SYSTEMS

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks by September 30, 2016. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach."

The Contractor shall periodically report its progress in achieving the implementation goal by September 30, 2016 as required by the Contracting Officer.

H.40 Teleworking

Telework is the movement of contract performance from a DOE facility to a Teleworker's residence or alternate work site. The Contractor's organizational decision to participate in telework is optional and telework shall not increase the contract price. After contract award, telework arrangements shall be mutually agreed to in advance by the Contractor, the Contracting Officer, and the Project Officer. The Contractor shall submit written telework requests to the Contracting Officer in accordance with instructions provided by the Contracting Officer. The Contractor shall ensure the continuity of performance by Teleworkers and the monitoring of Teleworkers' time. Only the Contracting Officer has authority to approve telework arrangements on behalf of the Department of Energy – Savannah River. Teleworkers shall use Government-Furnished Equipment (GFE) that has been properly configured for security by DOE's Office of Safeguards, Security, and Emergency Services. The

Government's inability to provide GFE for telework shall preclude the use of telework but shall not constitute an excusable delay. The Government shall provide maintenance and technical support for GFE used by Teleworkers. A teleworker's use of GFE and government information shall be for contractual performance only, and shall be protected from unauthorized access, disclosure, sharing, transmission, or loss. All GFE used for telework shall be removed from and returned to DOE facilities. Teleworkers shall return all GFE to the Department of Energy –Savannah River Property Custodian when he/she separates from the Contract or ceases to telework. Teleworkers shall exercise due care in transporting and storing non-public information, to ensure it is safeguarded.

Controlled unclassified information – formerly called sensitive but unclassified (SBU) information including personally identifiable information (PII) and Privacy Act information shall be transported and stored only in encrypted form. Nonpublic government information shall not be stored on personally owned equipment, devices, or storage media. Teleworkers shall comply with additional information security requirements established by DOE's DEAR 952.204-2 Security (Mar 2011). Teleworkers shall apply approved safeguards to protect government equipment, records, and non-public information from unauthorized access, disclosure, sharing, transmission, or damage, and shall comply with Privacy Act requirements (Privacy Act of 1974, P.L. 93-579, 5 USC 552a). Violation may result in adverse action, fines, and/or criminal prosecution. For purposes of accelerated implementation of telework, the Contracting Officer may immediately elect to commence teleworking upon occurrence from the Project Officer and Contractor, with submission of the Contractor's supporting telework request and formal contract modification to follow within 10 calendar days. If the Contracting Officer and Project Officer determine that telework has adversely impacted contract performance, the Contracting Officer may immediately suspend telework arrangements upon written notification to the Contractor.

(End of Clause)

Section I - Contract Clauses

Section J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date