

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 157	
2. CONTRACT NUMBER DE-EM0004847		3. SOLICITATION NUMBER DE-SOL-0010342	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/15/2016	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001	8. ADDRESS OFFER TO (If other than Item 7) CONFORMED THROUGH MODIFICATION #006		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

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

10. FOR INFORMATION CALL:	A. NAME Christopher A. Lockhart	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 505	NUMBER 206-2532	EXT. christopher.lockhart@em.doe.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232.8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	NET 30			

14. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 079601769	FACILITY 79MW4	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
S&K LOGISTICS SERVICES, LLC Attn: JAMES SCHAAN 138 PEACHTREE PARKWAY BYRON GA 310084016			

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$17,842,438.34	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (5)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM
24. ADMINISTERED BY (If other than Item 7) See Schedule G	CODE 03001	25. PAYMENT WILL BE MADE BY See Schedule G	CODE 00511
26. NAME OF CONTRACTING OFFICER (Type or print) Christopher A. Lockhart		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE 5/1/2017

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
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Previous edition is unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
S&K LOGISTICS SERVICES, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 71-1053181 DUNS Number: 079601769 Delivery Location Code: 03001 EMCBC US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202 Payment: OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 FOB: Destination Period of Performance: 05/01/2017 to 04/30/2022				
00001	Technical Support - Base Line item value is:: \$4,081,568.82 Delivery: 05/01/2017				\$3,987,041.46
00002	Business Support - Base Line item value is:: \$5,588,384.02 Delivery: 05/01/2017				\$5,677,012.79
00003	Materials - Base Obligated Amount: \$0.00 Delivery: 05/01/2017				\$809,930.68
00004	Technical Support - Option 1 Amount: \$1,390,709.43 (Option Line Item) Delivery: 05/01/2020				\$1,385,397.74
00005	Business Support - Option 1 Amount: \$1,943,820.77 (Option Line Item) Delivery: 05/01/2020				\$1,979,590.33
00006	Materials - Option 1 Amount: \$200,000.00 (Option Line Item)				\$281,975.00
00007	Technical Support - Option 2 Amount: \$1,435,708.40 (Option Line Item) Delivery: 05/01/2021 Continued ...				\$1,411,037.85

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004847

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NAME OF OFFEROR OR CONTRACTOR
S&K LOGISTICS SERVICES, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00008	Business Support - Option 2 Amount: \$1,986,217.14 (Option Line Item) Delivery: 05/01/2021				\$2,022,353.48
00009	Materials - Option 2 Amount: \$200,000.00 (Option Line Item) Delivery: 05/01/2021				\$288,099.00

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES PRICES / COST

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SECTION B - SUPPLIES OR SERVICES PRICES / COST

B.01 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

This is a Requirements Contract under which task orders will be issued on either a Time-and-Materials (T&M) or Fixed Price basis using the fully-burdened labor rates contained in this section. This contract will provide various technical and oversight services in support of the planning and management of the Department of Energy (DOE) Environmental Management Los Alamos Field Office (EM-LA) as described in the Section C – Performance Work Statement.

The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by the DOE as set forth in this Contract); and otherwise do all things necessary for, or incident to, the performance of work under this Contract and the resulting task orders.

The Contractor shall provide the requested services on a schedule to be specified by the Government in each individual task order, in accordance with the Section H clause titled Ordering Procedures.

B.02 LIMITATION OF FUNDS

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

B.03 PRICE SCHEDULE

Base Period: Months 1 through 36

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT
0001	Technical Support	1	NTE	\$3,987,041.46
0002	Business Support	1	NTE	\$5,677,012.79
0003	Materials	1	NTE	\$809,930.68
Total Price – Base Period				\$10,473,984.93

Year 1 – Months 1 through 12			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Technical Support Positions			
Senior Policy and Regulatory Advisor	1880	\$0.00	\$0.00
Lead Quality Assurance Auditor	0	\$0.00	\$0.00
Quality Assurance Auditor	1880	\$0.00	\$0.00
Waste Operations and Compliance Specialist	1880	\$0.00	\$0.00
Nuclear Safety Specialist	0	\$0.00	\$0.00
Environmental Compliance Specialist	1880	\$0.00	\$0.00
Water Quality Compliance Specialist #1	235	\$0.00	\$0.00
Water Quality Compliance Specialist #2	235	\$0.00	\$0.00
Radiation Protection Specialist	1880	\$0.00	\$0.00
Occupational and Industrial Safety Specialist	1880	\$0.00	\$0.00
Emergency and Security Management Specialist	1568	\$0.00	\$0.00
Safety Engineer	0	\$0.00	\$0.00
Subtotal Amount CLIN 0001			\$0.00
Business Support Positions			
Program Lead	1880	\$0.00	\$0.00
Administrative Assistant #1	1880	\$0.00	\$0.00
Administrative Assistant #2	1410	\$0.00	\$0.00
Project Controls Engineer	1880	\$0.00	\$0.00
Scheduler	1880	\$0.00	\$0.00
WIT SME	0	\$0.00	\$0.00
Cost Estimator	1880	\$0.00	\$0.00
Risk Management Specialist	1880	\$0.00	\$0.00

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Public Affairs Specialist	1880	\$0.00	\$0.00
NNMCAB Executive Director	1880	\$0.00	\$0.00
NNMCAB Program Analyst	1880	\$0.00	\$0.00
NRDA Facilitator	180	\$0.00	\$0.00
Records Manager	1880	\$0.00	\$0.00
Training Coordinator	0	\$0.00	\$0.00
Issues Management Coordinator	1880	\$0.00	\$0.00
Subtotal Amount CLIN 0002			\$0.00

Year 2 – Months 13 through 24			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Technical Support Positions			
Senior Policy and Regulatory Advisor	1880	\$0.00	\$0.00
Lead Quality Assurance Auditor	0	\$0.00	\$0.00
Quality Assurance Auditor	1880	\$0.00	\$0.00
Waste Operations and Compliance Specialist	1880	\$0.00	\$0.00
Nuclear Safety Specialist	0	\$0.00	\$0.00
Environmental Compliance Specialist	1880	\$0.00	\$0.00
Water Quality Compliance Specialist #1	235	\$0.00	\$0.00
Water Quality Compliance Specialist #2	235	\$0.00	\$0.00
Radiation Protection Specialist	1880	\$0.00	\$0.00
Occupational and Industrial Safety Specialist	1880	\$0.00	\$0.00
Emergency and Security Management Specialist	1880	\$0.00	\$0.00
Safety Engineer	0	\$0.00	\$0.00
Subtotal Amount CLIN 0001			\$0.00
Business Support Positions			
Program Lead	1880	\$0.00	\$0.00
Administrative Assistant #1	1880	\$0.00	\$0.00
Administrative Assistant #2	1880	\$0.00	\$0.00
Project Controls Engineer	1880	\$0.00	\$0.00
Scheduler	1880	\$0.00	\$0.00
WIT SME	0	\$0.00	\$0.00
Cost Estimator	1880	\$0.00	\$0.00
Risk Management Specialist	1880	\$0.00	\$0.00
Public Affairs Specialist	1880	\$0.00	\$0.00
NRDA Facilitator	180	\$0.00	\$0.00
NNMCAB Executive Director	1880	\$0.00	\$0.00
NNMCAB Program Analyst	1880	\$0.00	\$0.00

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Records Manager	1880	\$0.00	\$0.00
Training Coordinator	0	\$0.00	\$0.00
Issues Management Coordinator	1880	\$0.00	\$0.00
Subtotal Amount CLIN 0002			\$0.00

Year 3 – Months 25 through 36			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Technical Support Positions			
Senior Policy and Regulatory Advisor	1880	\$0.00	\$0.00
Lead Quality Assurance Auditor	0	\$0.00	\$0.00
Quality Assurance Auditor	1880	\$0.00	\$0.00
Waste Operations and Compliance Specialist	1880	\$0.00	\$0.00
Nuclear Safety Specialist	0	\$0.00	\$0.00
Environmental Compliance Specialist	1880	\$0.00	\$0.00
Water Quality Compliance Specialist #1	235	\$0.00	\$0.00
Water Quality Compliance Specialist #2	235	\$0.00	\$0.00
Radiation Protection Specialist	1880	\$0.00	\$0.00
Occupational and Industrial Safety Specialist	1880	\$0.00	\$0.00
Emergency and Security Management Specialist	1880	\$0.00	\$0.00
Safety Engineer	0	\$0.00	\$0.00
Subtotal Amount CLIN 0001			\$0.00
Business Support Positions			
Program Lead	1880	\$0.00	\$0.00
Administrative Assistant #1	1880	\$0.00	\$0.00
Administrative Assistant #2	1880	\$0.00	\$0.00
Project Controls Engineer	1880	\$0.00	\$0.00
Scheduler	1880	\$0.00	\$0.00
WIT SME	0	\$0.00	\$0.00
Cost Estimator	1880	\$0.00	\$0.00
Risk Management Specialist	1880	\$0.00	\$0.00
Public Affairs Specialist	1880	\$0.00	\$0.00
NRDA Facilitator	180	\$0.00	\$0.00
NNMCAB Executive Director	1880	\$0.00	\$0.00
NNMCAB Program Analyst	1880	\$0.00	\$0.00
Records Manager	1880	\$0.00	\$0.00
Training Coordinator	0	\$0.00	\$0.00
Issues Management Coordinator	1880	\$0.00	\$0.00
Subtotal Amount CLIN 0002			\$0.00
Total Estimated Amount CLIN 0001 (Months 1 through 36). Insert this Amount in CLIN 0001 above.			\$0.00

Total Estimated Amount CLIN 0002 (Months 1 through 36). Insert this Amount in CLIN 0002 above.	\$0.00
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Option Period 1: Months 37 through 48

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT
0004	Technical Support	1	NTE	\$1,385,397.74
0005	Business Support	1	NTE	\$1,979,590.33
0006	Materials	1	NTE	<u>\$281,975.00</u>
Total Price – Base Period				<u>\$3,646,963.07</u>

Year 4 – Months 37 through 48

Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Technical Support Positions			
Senior Policy and Regulatory Advisor	1880	\$0.00	\$0.00
Lead Quality Assurance Auditor	0	\$0.00	\$0.00
Quality Assurance Auditor	1880	\$0.00	\$0.00
Waste Operations and Compliance Specialist	1880	\$0.00	\$0.00
Nuclear Safety Specialist	0	\$0.00	\$0.00
Environmental Compliance Specialist	1880	\$0.00	\$0.00
Water Quality Compliance Specialist #1	235	\$0.00	\$0.00
Water Quality Compliance Specialist #2	235	\$0.00	\$0.00
Radiation Protection Specialist	1880	\$0.00	\$0.00
Occupational and Industrial Safety Specialist	1880	\$0.00	\$0.00
Emergency and Security Management Specialist	1880	\$0.00	\$0.00
Safety Engineer	0	\$0.00	\$0.00
Business Support Positions			
Program Lead	1880	\$0.00	\$0.00
Administrative Assistant #1	1880	\$0.00	\$0.00
Administrative Assistant #2	1880	\$0.00	\$0.00
Project Controls Engineer	1880	\$0.00	\$0.00
Scheduler	1880	\$0.00	\$0.00
WIT SME	0	\$0.00	\$0.00
Cost Estimator	1880	\$0.00	\$0.00
Risk Management Specialist	1880	\$0.00	\$0.00
Public Affairs Specialist	1880	\$0.00	\$0.00
NRDA Facilitator	180	\$0.00	\$0.00
NNMCAB Executive Director	1880	\$0.00	\$0.00

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NNMCAB Program Analyst	1880	\$0.00	\$0.00
Records Manager	1880	\$0.00	\$0.00
Training Coordinator	0	\$0.00	\$0.00
Issues Management Coordinator	1880	\$0.00	\$0.00
Total Estimated Amount CLIN 0004 (Months 37 through 48). Insert this Amount in CLIN 0004 above.			\$0.00
Total Estimated Amount CLIN 0005 (Months 37 through 48). Insert this Amount in CLIN 0005 above.			\$0.00

Option Period 2: Months 49 through 60

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT
0007	Technical Support	1	NTE	\$1,411,037.85
0008	Business Support	1	NTE	\$2,022,353.48
0009	Materials	1	NTE	<u>\$288,099.00</u>
Total Price – Base Period				<u>\$3,721,490.34</u>

Year 5 – Months 49 through 60

Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Technical Support Positions			
Senior Policy and Regulatory Advisor	1880	\$0.00	\$0.00
Lead Quality Assurance Auditor	0	\$0.00	\$0.00
Quality Assurance Auditor	1880	\$0.00	\$0.00
Waste Operations and Compliance Specialist	1880	\$0.00	\$0.00
Nuclear Safety Specialist	0	\$0.00	\$0.00
Environmental Compliance Specialist	1880	\$0.00	\$0.00
Water Quality Compliance Specialist #1	235	\$0.00	\$0.00
Water Quality Compliance Specialist #2	235	\$0.00	\$0.00
Radiation Protection Specialist	1880	\$0.00	\$0.00
Occupational and Industrial Safety Specialist	1880	\$0.00	\$0.00
Emergency and Security Management Specialist	1880	\$0.00	\$0.00
Safety Engineer	0	\$0.00	\$0.00
Business Support Positions			
Program Lead	1880	\$0.00	\$0.00
Administrative Assistant #1	1880	\$0.00	\$0.00
Administrative Assistant #2	1880	\$0.00	\$0.00
Project Controls Engineer	1880	\$0.00	\$0.00
Scheduler	1880	\$0.00	\$0.00
WIT SME	0	\$0.00	\$0.00

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Cost Estimator	1880	\$0.00	\$0.00
Risk Management Specialist	1880	\$0.00	\$0.00
Public Affairs Specialist	1880	\$0.00	\$0.00
NRDA Facilitator	180	\$0.00	\$0.00
NNMCAB Executive Director	1880	\$0.00	\$0.00
NNMCAB Program Analyst	1880	\$0.00	\$0.00
Records Manager	1880	\$0.00	\$0.00
Training Coordinator	0	\$0.00	\$0.00
Issues Management Coordinator	1880	\$0.00	\$0.00
Total Estimated Amount CLIN 0007 (Months 49 through 60). Insert this Amount in CLIN 0007 above.			\$0.00
Total Estimated Amount CLIN 0008 (Months 49 through 60). Insert this Amount in CLIN 0008 above.			\$0.00

B.04 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014) (FOR TIME-AND-MATERIALS TASK ORDERS)

Pursuant to the clause of this contract at FAR 52.232-22, Limitation of Funds, total funds in the amount(s) specified below are obligated for the payment of allowable costs. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

[insert amount of funds obligated and estimated time period by CLIN for each individual task order, as applicable]

B.05 DOE-H-2074 LIMITATION OF GOVERNMENT’S OBLIGATION (Only applicable to Fixed Price Task Orders)

(a) This contract’s CLIN 0001 – 0009 may contain Federal Acquisition Regulation fixed prices and contract terms and conditions as set forth in the contract, with the exceptions that all CLINs may be incrementally funded; and if a CLIN is incrementally funded as set forth in the contract, in the event of termination before it is fully funded the Government’s maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN there is

- 1) a fixed price;
- 2) a specified scope of work that corresponds to the fixed price;
- 3) an anticipated funding schedule that corresponds to the fixed price and the specified scope of work (the parties contemplate that the Government will allot some funds upon execution of the contract);
- 4) a Government maximum obligation to the Contractor equal to the funds allotted to the contract for the CLIN;

5) if the Government incrementally allots funds, both a 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 only for the work the Contractor performed: for which funds were allotted; and based only on the fixed price for the services the allotted funds covered (established when the funds were allotted) and the portion of the services performed, not the costs the Contractor may actually incur.

(b) For each CLIN

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 contract for the CLIN and the total amount of funds allotted by the Government to the contract for the CLIN is the fixed price of the work for which the funds are allotted;

2) the Contractor explicitly agrees the fixed price in the contract reflects (that is, includes or encompasses any additional amount) and any subsequent negotiated fixed price reflects for each of the fixed-price CLINs included in this contract:

i. any additional complexities, challenges, and risks (including all risks, costs or otherwise, associated with any potential termination for convenience, or other risks 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 CLIN before the CLIN is fully funded, the Contractor could receive less than the amount the Termination for Convenience (Fixed-Price) clause of this contract would usually permit, that is, the Government is only obligated to provide to the contractor the lower of the amount of the allotted funds or the amount as determined under the Termination for Convenience (Fixed-Price) clause of this contract;

3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;

4) if additional funds become available and the Government still has a need for the services in the Contract, the Government will allot funds periodically to the CLIN, the Contractor will continue performance and will provide a specified and fixed amount of work for the additional funds allotted, and the Government will pay the Contractor based on the 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 specified and fixed amount of work for the 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 CLIN

- 1) The fixed price (of both the entire CLIN and of the current cumulative amount of funds allotted to the CLIN 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 CLIN's fixed price and
 - ii. the Contractor shall provide the entire scope of work the Contract requires for the CLIN.
- (d) The fixed price for each CLIN is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed price of the CLIN.
- (f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for CLIN 0001 - 0009 and the specific work to be performed for the funds allotted.
- 1) The Contractor may submit an invoice under a CLIN only after the Government has allotted funds to the CLIN and the Contractor has provided services in accordance with the terms and conditions of the Contract. The Contractor may submit an invoice for only the lower of the two preceding amounts, that is, the lower of
 - i. the amount of allotted funds for the specified work (which is the amount of the fixed price of the specified work) or
 - ii. the amount equal to the portion of the fixed price for the specified work the Contractor has earned by providing a portion of the fixed work.
- (g) If during the course of this contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN 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 CLIN—with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN 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 CLIN were both 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 CLIN; and neither the fixed-price for the CLIN nor any other term or condition of the contract will be affected due to the CLIN's being incrementally funded.
 - i. The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN 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 CLIN that exceed the total amount of funds allotted by the Government to the contract for the CLIN

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 CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the fixed price for the CLIN and no more.

ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN 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 CLIN 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, etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; 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 total amount payable by the Government, which is the portion of the price of the services the allotted funds cover that the Contractor has earned, for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.

1) The notification is for the Government's 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 CLIN.

3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.

(i) If the Government does not allot funds to a CLIN 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 CLIN;

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 contract or the CLIN, 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 CLIN; 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 each CLIN—

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 CLIN; and

2) The Contractor is not obligated to continue performance under this contract related to the CLIN in excess of the amount allotted to the contract (which is also both the maximum amount payable and the price of the services the allotted funds cover) 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 CLIN.

(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 CLIN, which will remain at all times the Government's maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this contract for a CLIN.

(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 CLIN 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

CLIN 0001

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0002

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0003

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0004 Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0005

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0006

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0007

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0008

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0009

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

(o) Actual Funding Schedule

CLIN 0001

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0002

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0003

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0004

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0005

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0006

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0007

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0008

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN 0009

Date Funds To Work To Be Cumulative Cumulative Work

Be Allotted Accomplished Funds To Be Allotted To Be Accomplished

CLIN (TBD at the Task Order Level)

<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>

(a) Actual Funding Schedule

CLIN (TBD at the Task Order Level)

<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>

B.06 NON-LABOR COST – INDIRECT CEILING RATE

The Contractor is entitled to apply an indirect rate to all non-labor costs of 8.03%. The percentage specified is considered a ceiling rate. Contractor’s actual rates, up to the ceiling rate, will be applied for each fiscal year. The Contractor’s reimbursed indirect rate shall be supported by the Contractor’s accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

PART I – THE SCHEDULE

SECTION C

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SECTION C - DESCRIPTIONS/SPECIFICATIONS/ PERFORMANCE WORK STATEMENT

C.1 BACKGROUND

Established in 1989, the Department of Energy's (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. Since its inception in 1943, when the United States Army Manhattan Engineer District was established for the development and assembly of an atomic bomb, the Los Alamos National Laboratory (LANL) has fulfilled numerous DOE missions including nuclear weapons design and testing; high explosives research, development, fabrication, and testing; chemical and material science research; electrical research and development; laser design and development; and photographic processing. Weapons production and energy sponsored government research at the LANL has resulted in the release of hazardous wastes, hazardous waste constituents, mixed waste, radiological and transuranic (TRU) wastes, and groundwater contaminants, toxic pollutants, and explosive compounds into the soils, sediments, and groundwater.

DOE EM is a tenant program on the LANL site as executed through the EM Los Alamos Field Office (EM-LA) program and personnel. The National Nuclear Security Administration (NNSA) is the landlord at LANL and their Managing and Operating (M&O) Contractor maintains site-wide infrastructure. Ultimately, EM is responsible for cleaning up and remediating the effects from these historical operations as part of the legacy waste remediation. EM is not, however, responsible for the environmental effects or impacts of current LANL operations.

The majority of EM's cleanup work at LANL is driven by regulatory compliance agreements, DOE radiological regulations, and permits issued by various agencies. Foundational agreements include the:

- 2016 Compliance Order on Consent between the New Mexico Environment Department (NMED) and LANL (Consent Order), which governs the cleanup of legacy contaminant releases to the environment and based on Resource Conservation and Recovery Act (RCRA) requirements;
- 2010 National Pollutant Discharge Elimination System (NPDES) Individual Permit for Stormwater, NM0030759, issued by the U.S. Environmental Protection Agency(EPA);
- 2012 Framework Agreement, TA-54, MDA-G Transuranic Waste Removal, which changed the relative priorities of transuranic waste disposition relative to Consent Order work scope;and
- Los Alamos National Laboratory Hazardous Waste Facility Permit, <https://www.env.nm.gov/HWB/Permit.htm>, which addresses the operations of Treatment, Storage, and Disposal Facilities (TSDF) for EM at TA-54, MDA G.

Other regulatory drivers include the Federal Facility Compliance Act-based Site Treatment Plan (STP), environmental permits, closure plans, Federal and State of New Mexico regulations, Records of Decision (RODs) and other implementing documents. Although most of the environmental permits are issued to the LANL landlord as operator or owner/operator, the EM legacy environmental cleanup activities will have to comply with those permit provisions, as if EM was a co-owner with NNSA.

Funding for the LANL EM legacy waste cleanup and remediation will be through EM distribution channels. The LANL EM legacy waste cleanup and remediation will focus equally on reducing risks to workers, the public, and the environment.

Technical assistance required by this Performance Work Statement (PWS) consists of quality assurance (QA) support, technical oversight management support, and administrative operations support of all EM-

LA program areas. QA, technical oversight, and management/administrative support needs and deliverables shall be determined, scheduled, and led by EM-LA federal staff.

Contractor personnel shall be expected to perform the activities described in this PWS with minimum oversight and guidance by EM-LA personnel, while in compliance with all applicable EM-LA procedures. The Contractor shall ensure that duties are performed in a competent, professional manner that meets established milestones and adheres to schedules as established by the EM-LA. Work products are expected to be thorough, timely, accurate, appropriately documented, and comply with established criteria. Some work products will include highly sensitive information and recommendations. The Contractor shall maintain the confidentiality of information as dictated by the requesting federal party and overall DOE standards of ethics and professional behavior. The Contractor shall provide technical assistance necessary to support all EM-LA program areas.

The Contractor shall appoint a working Program Lead to serve locally in Los Alamos, New Mexico as the primary interface to the DOE Contracting Officer (CO) and Contracting Officer's Representative (COR). The Contractor's working Program Lead shall have supervisory control over the Contractor's employees assigned to perform work under this PWS.

C.2 SCOPE OF WORK

C.2.1 QUALITY ASSURANCE ACTIVITIES

The Contractor shall provide QA support that falls into two general areas: QA program plans and procedures development, maintenance and evolution; and audit, surveillance, and oversight support for all EM-LA program areas.

C.2.1.1 QA Program Development, Maintenance, and Evolution

The EM-LA QA Program is based on EM-QA-001, *Office of Environmental Management (EM) Quality Assurance Program (QAP)*, which meets the requirements of 10 Code of Federal Regulations (CFR) 830 Subpart A, *Quality Assurance requirements (i.e., QA Rule)*, and DOE Order 414.1D, *Quality Assurance*. The EM QAP also adopts American Society of Mechanical Engineers (ASME) NQA-1-2008 with addenda through 2009 for nuclear facilities applications, ASME NQA-2-1990, Part 2.7, and ASME NQA-3-1989.

The Contractor shall ensure that all work products produced as a result of providing support for this PWS and to the QA program comply with the EM-LA QA Program, procedures, and quality standards.

C.2.1.2 QA Audit, Surveillance, and Oversight Activities

The EM-LA QA organization is responsible for QA auditing and oversight of all EM-LA program areas. The Contractor shall provide support to the EM-LA QA organization for both ongoing and intermittent activities by providing QA audit, surveillance, assessments, and oversight for the EM-LA program areas. The Contractor shall provide appropriately qualified and experienced QA auditors and technical experts to support all requested audits, surveillances, and oversight activities. The Contractor's Lead QA auditors will be expected to manage preparation of audit plans, checklists, and reports by audit team members; interface with regulators, the DOE, and contractor personnel; and manage audit teams with a number of observers. The Contractor's QA auditors and technical experts will be required to support audit, surveillance, or oversight activities to EM-LA procedures and quality standards. The Contractor shall support QA audit, surveillance, assessments, and oversight activities in the following areas:

- TRU waste characterization, preparation for certification, and transportation;
- Waste handling operations, EM-LA site operations, and environmental monitoring activities;
- Assessment of environmental sample processing, laboratory activities and operations, and assessment of national laboratory support of EM-LA performance assessment modeling and data collection;
- Development and implementation of corrective action plans associated with EM-LA QA activities;
- Development of responses to oversight activities by other organizational areas within EM-LA; and
- EM-LA QA program areas and internal EM-LA quality-related activities and operations.

Additional quality assurance oversight activities are performed related to the following requirements documents:

- 10 CFR 830
- 29 CFR
- 36 CFR Part 1200
- 40 CFR
- 49 CFR
- DOE Order 414.1D
- DOE Order 226.1B
- EM-QA-001, latest revision
- NQA-1-2008/2009

For each audit the Contractor shall document the results and findings in the EM-LA corrective action tracking system. The Contractor shall prepare and deliver a draft report for federal approval upon completion of corrective actions, and deliver a draft final report written upon closure of corrective actions resulting from findings or recommendations to EM-LA QA for approval and issuance. The Contractor shall verify closure of audit findings.

Depending on the audit, surveillance, assessments, or oversight activity, the Contractor shall provide QA auditors and technical experts to provide oversight support of the following areas, including but not limited to: characterization, packaging, and transportation of transuranic (TRU) and TRU-mixed waste; non-destructive assay; headspace gas analysis, real-time radiography, helium leak testing, acceptable knowledge (as defined by EPA in 40 CFR 194.2), and visual examination (VE) relevant to TRU waste; radiological material inventory determination and maintenance; radiological safety and contamination control, including dosimetry; radiological analytical laboratory practices; National Environmental Policy Act (NEPA) regulations; RCRA regulations; environmental monitoring; maintenance of operating plant systems and components, industrial safety; nuclear facility design, start-up, operation, maintenance, and safety; QA records and document control; data verification and validation; procurement quality; nonconformance control and corrective action processes; causal analysis; design control; supplier evaluations; commercial and quality level item identification, control, handling, storage and shipment; control of measuring and test equipment; sample control; software design, operation, maintenance, and quality assurance (SQA); and statistical analysis.

C.2.2 TECHNICAL SERVICES ACTIVITIES

The Contractor shall provide both full-time oversight of continuing program activities and some part-time support on an as-needed basis of intermittent activities, such as providing groundwater subject matter

expertise for review of the hexavalent chromium contamination investigation activities. The Contractor shall provide technical oversight support services in the following program areas including, but not limited to:

- On-site technical oversight personnel for daily surveillance of EM operational activities at the Los Alamos site;
- Technical, regulatory, and program document review, analysis, recommendations, and evaluations;
- Participation as a technical SME in management and operational reviews and assessments;
- Participation as a technical SME in discussions and negotiations with other DOE EM sites, DOE HQ, regulatory agencies, tribal nations, state, local, and federal government, and the general public;
- Providing formal and informal verbal and written status reports of the EM-LA cleanup contractor(s) activities within EM-LA program areas, as needed, to support program improvement and Contractor invoicing;
- Program and technical reviews and oversight activities in accordance with EM-QA-001

The Contractor shall ensure that personnel assigned in a functional or technical oversight role in a specific program area or activity are not utilized as a technical expert for QA audit, surveillance, or oversight activities in a manner that would create a conflict of interest.

C.2.2.2 Waste Operations & Waste Compliance Activities

The Contractor may be directed to provide additional technical support to EM-LA during waste retrievals, processing, and certification activities. On a routine basis, the Contractor shall provide qualified and experienced personnel to support EM waste operations for the following activities:

- Maintain a daily presence on the EM-LA site and attend meetings (such as Plan of the Day, Plan of the Week, and monthly project meetings) to observe and track the waste operations work performed by the EM cleanup contractor(s)
- Conduct oversight of EM waste operations activities including: operational observations, on-site compliance review, inspections and assessments.
- Prepare written reports to document results of oversight activities and maintain communication with the DOE EM-LA staffer with primary responsibility for waste operations.
- Perform related document reviews, procedure reviews and regulatory requirement reviews to ensure operations are conducted in compliance with requirements and notify the cognizant EM-LA staffer when non-compliances are identified.

In addition to specific routine support of EM-LA activities, the Contractor shall provide, as needed, expert technical assistance in support of all other TRU waste characterization, certification, and transportation activities. The Contractor shall provide the following support to include but not be limited to:

- National TRU waste management strategic planning
- TRU waste inventory and database management
- TRU waste disposition determination
- U.S. Nuclear regulatory Commission (NRC) Type B packaging design, testing, fabrication, maintenance, and operation
- U.S. Department of Transportation (DOT) container design, testing, fabrication, maintenance, and

- operation
- TRU and M/LLW waste transportation systems and processes, including motor carriers and equipment
- Local, Tribal, and Federal stakeholder engagement
- Treatment, Storage, Disposal Facility (TSDF) oversight and review including supporting the DOE Consolidated Audit Program (DOECAP)

The Contractor, as directed, shall provide personnel with experience and specialized, expert knowledge to support EM-LA for the following program activities that include but are not limited to:

- Radiography; non-destructive assay; headspace gas analysis; analytical chemistry; helium leak testing; acceptable knowledge; visual examination (VE) and VE technique; packaging and transportation of TRU and TRU-mixed waste, including DOT regulations affecting shipment of hazardous and radioactive waste.
- Radioactive waste generator sites' waste characterization, certification, and transportation activities including: Nondestructive examination (NDE) techniques and technologies; management of mixed radioactive material and/or waste; characterization of mixed radioactive waste to meet DOT and NRC transportation requirements; WIPP hazardous waste facility permit and WIPP waste acceptance requirements; field inspections and/or investigations and preparing reports relating to process knowledge, acceptable knowledge, waste stream definition, prohibited items, and waste stream approval process subject to RCRA and EPA requirements.
- Interpretation and application of DOT regulations affecting shipment of hazardous and radioactive waste; hazardous and radioactive long-haul carrier operations; design, manufacturing, and maintenance of specialized over the road trailers and equipment to support the transportation of hazardous and radioactive waste; maintenance and operations procedures; field inspections and/or investigations and preparing reports relating to shippers, and shipments subject to the Hazardous Materials Regulations.
- Design and certification of containers and packaging's used for the transport of radioactive materials including: design, fabrication, certification, maintenance, and operation activities for NRC Type B packaging and DOT-7A Type A containers.

C.2.2.3 Nuclear Safety Activities

The Contractor shall provide qualified and experienced nuclear safety personnel to support EM-LA site nuclear safety activities. On a routine basis, nuclear safety personnel shall support the following activities:

- Nuclear site safety basis document preparation.
- Review safety basis changes.
- Review and monitor underground retrieval activities and procedures
- Unresolved Safety Question (USQ) determination reviews and related activities.
- Documented Safety Analysis (DSA) and Technical Safety Requirements (TSR) preparation, development, and implementation.
- Safety evaluation reports.
- Nuclear safety analyses and independent verification review processes.
- Safety assessments and/or walk-throughs.

- Support implementation, transition, and oversight for new EM-LA DSA.
- Technical assistance and nuclear safety advice to EM-LA technical and management staff.
- DOE Orders and regulations compliance support including 10 CFR 830, Subparts A and B.
- Support routine oversight walk-downs and assessments with reporting of information to EM-LA.

C.2.2.4 Environmental Compliance Activities

EM-LA environmental cleanup work at LANL is driven by regulatory compliance agreements and permits issued by various agencies. The environmental compliance program must ensure that EM environmental cleanup activities are conducted in compliance with these agreements and permits including: RCRA; the National Pollutant Discharge Elimination System (NPDES); 2016 Consent Order work scope; and the LANL Hazardous Waste Facility Permit.

Other regulatory drivers include the Federal Facility Compliance Act-based Site Treatment Plan (STP), environmental permits, closure plans, Federal and State of New Mexico regulations, Records of Decision (RODs) and other implementing documents. Although most of the environmental permits are issued to the LANL landlord as operator or owner/operator, the EM legacy environmental cleanup activities will have to comply with those permit provisions, as if EM was a co-owner with NNSA.

In support of this program area, the Contractor shall provide appropriately qualified and experienced technical personnel to routinely support the following environmental compliance activities:

- Provide technical support for oversight of activities required by the RCRA permit and other associated permits;
- Provide RCRA environmental regulatory interpretations;
- Conduct RCRA environmental regulatory research;
- Provide advice and strategy on NMED interaction and correspondence;
- Review annual change reports and supporting analyses;
- Provide support in addressing EPA and stakeholder concerns;
- Provide technical support for activities related to environmental monitoring activities;
- Support independent peer reviews; and
- Conduct environmental regulatory research.

The Contractor shall also provide compliance support of other applicable environmental laws and regulations as follows:

- Support implementation of environmental and regulatory compliance programs, including the Environmental Management System;
- Provide technical and administrative expertise for performing management assessments of environmental and regulatory compliance programs;
- Provide technical and administrative expertise in evaluating radiological air monitoring and sampling, volatile organic compound (VOC) monitoring and sampling, and hydrogen and methane monitoring and sampling, and provide periodic reports resulting from these programs;
- Provide review, advice and strategy concerning environmental, regulatory compliance, Toxic Substances Control act (TSCA), and NEPA issues as requested;
- Support environmental and regulatory permitting/permit modification activities;
- Produce documents associated with every activity performed; and
- Review, analyze and/or evaluate plans, procedures and other applicable environmental compliance documents, including the Annual Site Environmental Report, the Semi-Annual VOC

Monitoring Report, and the Biennial Environmental Compliance Report.

In addition to the routine support outlined above, the Contractor shall provide, as needed, expert technical assistance in support of all other environmental compliance activities.

C.2.2.5 Water Quality Compliance Activities

The Contractor shall periodically provide appropriately qualified and experienced groundwater technical expert personnel of such national stature as to provide EM-LA with the best possible expert for independent reviews of groundwater investigation activities and remediation activities and that might be used to represent/be witness for EM-LA in potential hearings on groundwater remedies. The Contractor SMEs shall provide technical support in review and development of plans and strategy to support groundwater feasibility/treatability study, flow and contaminant fate and transport investigation, and corrective measures evaluations and shall provide expert advice on complex technical issues relating to groundwater well drilling, data quality, plume investigation and remediation.

The Contractor shall also provide regular surface water program technical support to NPDES individual storm water permit (IP) that includes participation in the EM-LA cleanup contractor(s) team meetings, oversight of surface water program activities both in the office and in the field, evaluation and certification of field construction of stormwater controls, review of sampling programs and reports of results, and review of program technical evaluations for alternative compliance and other regulatory document submittals.

The Contractor shall provide additional technical groundwater and surface water support to assist EM-LA in overseeing the EM-LA cleanup contractor(s)'s execution under the national Construction General Permit (CGP), the national Multi-Sector General Permit (MSGP) for stormwater, and ground water discharge permit applications to ensure the sufficiency, completeness, and technical accuracy of the information provided. The Contractor shall:

- Support EM-LA legal, facility operations, and project management personnel, as appropriate, in review and development of technical and regulatory submittals relating to water quality issues;
- Provide advice and strategy on interpretation of codes, standards, guides, and regulations, and evaluate their applicability to specific situations;
- Provide technical support on investigations of permit exceedances and any correspondence to the NMED/EPA concerning permit exceedances;
- Provide technical support in review and development of Spill Prevention Control and Countermeasure (SPCC) Plans to determine the sufficiency, completeness, and technical accuracy of the information provided;
- Provide technical support in determining if a surface water discharge is reportable to regulators. Groundwater compliance issues;
- Provide technical support to address concerns of federal and state regulators, technical and scientific communities and authorities, stakeholders, and the general public.

C.2.2.6 Radiation Protection Activities

The Contractor shall provide qualified and experienced radiation protection/health physics technical personnel to support EM-LA's oversight of the EM-LA cleanup contractor(s)'s occupational radiation

protection program including: program management support, support in oversight/performance assurance, procedure reviews and development, assessment of qualifications and training, operations and logistics support, radiological engineering support, external and internal dosimetry program oversight, and provide support in the evaluation of off-normal events and employee concern investigations related to radiological issues. The Contractor shall support EM-LA in planning, coordinating, and evaluating activities necessary to the overall management of the EM-LA radiation safety programs to ensure compliance with 10 CFR 835, and DOE Order 458.1. The Contractor shall review radiation protection/health physics programs, plans, and procedures and assist in the development of local policies, plans, and procedures where necessary, to fully establish the radiation safety requirements for EM field activities, including evaluation of the EM-LA cleanup contractor(s)'s plans and procedures for radiological safety during transportation of radioactive materials and waste. The Contractor, in addition, may also provide support to EM-LA in evaluating the adequacy of subcontractor programs.

The Contractor shall support EM-LA plans, schedules, and conduct periodic inspections and evaluations for the following: facilities, equipment, and EM field operations including identifying deficiencies in the programs and variances to the radiation protection regulations and standards using a comprehensive knowledge of radiation protection regulations, standards, procedures, methods, and techniques.

The Contractor shall document and review inspection findings, initiate an appropriate program improvement based on findings, and prepare formal reports for dissemination to appropriate parties. The Contractor shall advise key managerial personnel of courses of actions affecting facility radiation safety operations, work processes and environmental conditions which impact on the radiation safety and exposure of personnel. The Contractor shall recommend appropriate measures to eliminate or control radiation hazards in field operations. The Contractor shall support EM-LA in planned and unplanned surveillances, inspections, and assessments of the radiation protection policies and programs, and evaluate the adequacy of the radiation program implementation at facilities, for equipment, and in field operations under the cognizance of EM-LA. The Contractor shall identify non-compliances, findings, and deficiencies with the requirements of Regulations, standards, procedures, and methods, and document these as well as areas for improvement in a formal report for dissemination to the appropriate parties. The Contractor shall ensure that the results of all oversight activities are retained and tracked in the EM-LA corrective action tracking system to closure. Re-occurring non-compliances shall be recognized and additional efforts focused on providing recommendations for corrective actions to prevent re-occurrence. The Contractor shall perform verification assessments to ensure the adequacy and effectiveness of corrective actions. EM-LA key management personnel are to be briefed on any planned or current activities which may affect the radiation safety of personnel as a result of facility operations, work processes, or environmental conditions. The Contractor shall recommend appropriate measures to eliminate or control radiation hazards in all field operations under the cognizance of EM-LA.

C.2.2.7 Occupational and Industrial Safety

The Contractor shall provide qualified and experienced Occupational Safety/Industrial Hygiene technical personnel to support to EM-LA in its oversight of the EM-LA cleanup contractor(s)'s occupational and industrial safety program including: program management support, support in performance assurance/oversight, procedure development and reviews, assessment of qualifications and training, operations and logistics support, adequacy of hazard identification and controls for all work activities and potential release sites and provide support in the evaluation of off-normal events and employee concern investigations related to occupational/industrial safety issues. The Contractor shall support EM-LA in planning, coordinating, and evaluating activities necessary for the overall management of the Occupational and Industrial Safety program for all activities for which EM-LA has cognizance. The Contractor, in addition, may also provide support to EM-LA in evaluating the adequacy of subcontractor

programs.

The Contractor shall support EM-LA in planned and unplanned surveillances, inspections, and assessments of the occupational and industrial safety policies and programs to control biological, chemical, physical, and ergonomic hazards and evaluate the adequacy of protection programs implemented at facilities, for equipment, and in field operations under the cognizance of EM-LA. The Contractor shall identify non-compliances, findings, and deficiencies with the requirements of Regulations, standards, procedures, and methods, and document these as well as areas for improvement in a formal report for dissemination to the appropriate parties. The Contractor shall ensure that the results of all oversight activities are retained and tracked in the EM-LA corrective action tracking system to closure. Re-occurring non-compliances shall be recognized and additional efforts focused on providing recommendations for corrective actions to prevent re-occurrence. The Contractor shall perform verification assessments to ensure the adequacy and effectiveness of corrective actions. EM-LA key management personnel are to be briefed on any planned or current activities which may affect the safety of personnel as a result of facility operations, work processes, human-machine interfaces or environmental conditions. The Contractor shall recommend appropriate measures to eliminate or control industrial and occupational hazards in all activities for which EM-LA has cognizance.

The Contractor shall develop and provide technical safety training/instruction to supervisors, employees, and/or unit safety representatives on a wide range of work operations areas, such as traffic safety techniques, proper storage of hazardous materials, confined space, lockout/tag out and building evacuation procedures.

C.2.2.8 Emergency Management, Continuity of Operations, and Security Program Support

The Contractor shall provide subject matter expertise to facilitate, develop, and obtain EM-LA approval for (1) a stand-alone emergency management plan that meets the requirements of the DOE Emergency Management Order for the EM-LA facilities, (2) a coordinated emergency management program for the EM-LA cleanup contractor(s)'s operational activities, and (3) a coordinated approach for emergency management where contractors performing work under the cognizance of EM-LA conduct activities that occur in the NNSA M&O Contractor operational control areas. The plan(s) shall include all of the aspects of the DOE Order including annual updates, training & drills, an ERO, off-site agency coordination and interfaces, emergency medical support, etc.

The Contractor shall provide subject matter expertise support to ensure that EM-LA essential functions (EFs) continue to be performed during a wide range of emergencies, including localized acts of nature, accidents, technological, or attack-related emergencies. The Contractor shall develop and implement Continuity of Operations (COOP) protocols and requirements for EM-LA staff and support contractors, such that EM-LA can continue to function during emergencies, such as Government shutdowns and wildfire caused evacuations of the local community (which has happened several times in the last ten years).

The Contractor shall ensure the COOP addresses the physical security needs of EM-LA such that building security and access to EM operational control Area G and TA-21, and all other necessary work areas is maintained.

C.2.2.9 Integrated Safety Management System, Safety Culture, and Safety Conscious Work Environment Program Support

The Contractor shall provide subject matter expertise, when directed, to facilitate, develop, and obtain

EM-LA approval for an Integrated Safety Management System that will bridge between the EM-LA and EM-LA cleanup contractor(s) for work within EM operational control areas and with the NNSA M&O Contractor for the environmental cleanup work within the NNSA M&O operational control areas. The Contractor, when directed, shall provide experienced subject matter expertise to facilitate and develop an Integrated Safety Management System (ISMS) to address the work activities of the EM-LA cleanup contractor(s) conducted in the operational control areas under its control and the operational control areas under the control of the NNSA M&O Contractor. The ISMS shall be of a sufficient quality, addressing all of the DOE required aspects of an ISMS program, to obtain the approval of EM-LA.

The Contractor shall provide support, when requested, to facilitate and assist in the development of a strong safety culture within EM-LA and which includes the EM-LA cleanup contractor(s)/subcontractor(s) community at LANL. The Contractor shall assist in evaluating the culture and the work environment, developing recommendations for EM-LA management to improve the culture and work environment, such that all staff and contractors feel that management is looking out for them, that all staff and contractors feel comfortable in raising issues without fear of retaliation, that this safety culture begins to be recognized by the stakeholders and the EM-HQ program management.

C.2.3 BUSINESS OPERATIONS ACTIVITIES

The Contractor shall provide experienced business operations expertise to support all EM-LA administrative and business operations in the primary areas described in the following subsections.

C.2.3.1 Management Activities

The Contractor's working Program Lead shall be responsible for the overall effective performance of the personnel provided to support the EM-LA program areas contained in this PWS. The Contractor shall provide experienced and qualified personnel to support EM-LA programs as described in the PWS. The working Program Lead will be responsible for supervision of the Contractor personnel, coordinating Contractor time approvals, addressing personnel issues, ensuring Contractor staff meet the minimum Qualifications specified in this Contract, and be the single point of contact to the EM-LA COR. The Program Lead shall develop work and staffing plans for all assigned tasks and provide monthly status reports on all activities to the COR. Additional strategic planning functions may be required.

C.2.3.2 General Administrative Services Activities

The Contractor shall provide experienced general administrative (i.e., secretarial) services support for all primary EM-LA program areas. The Contractor shall provide appropriately experienced personnel to support various clerical and secretarial duties for a range of activities including: supporting general office routines; supporting specific programs and work with procedures for specific tasks; professional secretarial duties supporting large numbers of technical professionals; and executive assistant duties supporting management.

The Contractor shall provide administrative personnel, who at a minimum, are able to: follow clearly detailed procedures for the completion of repetitive clerical tasks performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file; opening mail; operating basic equipment (e.g., photocopier, facsimile, multi-line phone/voice mail systems); performing basic word processing and spreadsheet and database entry functions (e.g., maintaining correspondence logs, entering data into record databases, etc.); and intermittently serving as receptionist.

An intermediate to advanced working knowledge of office software programs is required. Routine

assistance shall be required with development of electronic presentations, detailed electronic spreadsheets, and database management. Cross training for potentially all other areas of EM-LA business operations may be required.

C.2.3.3 Project Controls Engineering Activities

The Contractor's shall provide experienced support to Project Controls Engineering activities that includes but is not limited to the following functions:

- Support analysis and subsequent ongoing maintenance review/updates of the EM-LA Lifecycle Baseline (LCB) and provide feedback to EM-LA management on Baseline Change Proposals (BCPs in terms of appropriateness. *NOTE: LC BCP may take the form of multiple BCPs, IPABS Change Requests; Independent Government Estimates; or Work Break-down Structure Modifications*: by analyzing BCP for accuracy in content (using EM-LA BCP checklist for all BCP's); provide comparison cost analysis; review schedule impacts to include, cost estimate comparisons, adherence to project management principles and adherence to New Mexico Consent Order Milestones. Support the EM-LA Baseline Change Control Board and Blue Team with meeting minutes, contracting letters, charters, and BCP log. Review/analyze LC BCP for delineation between Operations, and execution of Capital Asset Projects, provide BCP checklist review for all BCP's, and provide recommendations for necessary program integration related to cost and schedule in accordance with DOE O 413.3B. Analyze the cleanup Contractor's Trending Issues meeting and provide preliminary cost/schedule impact analysis support to EM-LA.
- Analyze cleanup Contractor's monthly Earned Value Management Systems (EVMS) performance data including Variance Analysis Reports (VARs), schedule performance to include a thorough analysis of P6 xer file, schedule variances, cost variances and trend analysis. A monthly report shall be submitted to EM-LA with a complete analysis of the EVMS data with corrective actions.
- Maintain the Lifecycle baseline What If Tool (WIT) tool that performs budget, schedule and environmental liability planning scenarios.
- Provide and maintain a Federal Risk Register and Environmental Liability for the entirety of the environmental program lifecycle, review and analysis of the LCB and work with the project staff to update the status for all federal risk mitigations, provide advice, cost estimates and recommendations, and revise the risk register monthly to correlate with the LCB. Integrate federal and contractor Risk Management Plans and Risk Assessment evaluations into Project Execution Plans. Review/analyze and update all Federal project related program risks to derive EM contingency amounts at the 80% confidence level for execution of Capital Asset Projects.
- Support in the development of DOE O 413.3B documents for the Baseline Programs, to include both planning and execution of Capital Asset and Operations Projects, through all Critical approval points. Contribute to the development of Project Execution Plans (PEP), Integrated Project Teams (IPT) Charters with tailoring as appropriate, Federal Risk Management Plans (RMP), Federal QA/QC and Safety elements, and Pre-EMAAB briefings. Assist in execution of approved Capital Asset Projects; to include review and analysis of monthly earned value and other cost/schedule information. Coordinate corrective actions for discrepancies/errors and provide recommendations to the cognizant federal EM-LA staffer for potential ways to improve on any degrading cost/schedule performance. Provide Independent Cost Estimates (ICE) for Baseline and Capital Asset Projects as requested.
- Prepare an integrated EM-LA activities and requirements schedule to include planned activities and known requirements for EM-LA staff actions and related external activity inputs, EM-LA

designated milestones, and EM-LA resource allocation. Schedule to be annual based with 3 month executive look-ahead summary and 1 month staff level look-ahead. Schedule to be updated weekly.

C.2.3.4 Cost Estimating Activities

The Contractor shall provide cost-estimating expertise to support EM-LA in reviewing cost estimates associated with BCP's and contract modifications from the EM-LA cleanup contractor(s). Reviews will validate the cost estimate for reasonableness. Cost estimator will also validate the LCB cost estimates for reasonableness ranging from stochastic to Determinist costs as appropriate. Contractor will also support the annual Environmental Liability calculations. Other activities the Contractor shall perform include but are not limited to:

- Creation of a LANL-EM Specific Labor Cost Library
- DOE Prime Contractor Specific Direct Cost Library
- Desk top instructions for putting together Independent Cost Estimates for EM-LA specific projects
- Process flow charts for the process
- Estimate request information
- Estimate tracking information and metrics collection documentation standards
- Project definitions and instruction on the methodology and use of estimate indirect costs. (E.g. escalation, fee's, overheads, contingency) This will provide consistency for future estimating efforts and provide clarity on means and methods

C.2.3.5 Public Affairs Activities

The Contractor shall provide expertise in public affairs activities associated with EM-LA local, State and Federal stakeholders. Activities include but are not limited to weekly reports on public affair activities to DOE HQ, briefings to EM-LA stakeholders, coordination of site tours, maintenance of the EM-LA website content, and ensuring consistency of the message to all stakeholders. Additionally, the public affairs support requires coordinating required EM-LA documents through the approval process with DOE Headquarters Communications and Management offices.

C.2.3.6 Northern New Mexico Citizen's Advisory Board (NNMCAB) Activities

The Contractor shall facilitate EM-LA public outreach activities by providing for the following:

- Maintain office space for and manage the hard-copy documents related to the environmental investigation and remediation of LANL legacy cleanup activities within the LANL Public Reading Room (currently located in Pojoaque, New Mexico). Hard-copy documents will be provided for the Public Reading Room by the EM-LA cleanup contractor and by the NNSA M&O Contractor.
- Provide administration of the NNMCAB which supports EM-LA's commitment to garnering significant community input, involvement and assistance throughout the environmental cleanup process. The NNMCAB, which is a group of citizen volunteers that provide recommendations to the DOE on EM funded projects, is a key component of the EM-LA's role in managing environmental projects at LANL.

The EM-LA Deputy Designated Federal Official(s) (DDFOs) serve as the federal programmatic leads for all CAB activities. The DDFO's, with consultation of the COR, shall approve schedules, tours, agendas,

membership, presentations, and all other associated activities for the CAB. The DDFO's also serve as the CAB liaisons for the CAB chairs, members, and contractor administrative staff with EM-LA and EM Headquarters.

The Contractor shall support the following specific NNM CAB activities that are not all inclusive:

- Obtaining stakeholder input on environmental restoration (ER), waste management (WM), environmental monitoring and surveillance and other environmental issues funded by or within the mission of EM.
- Assisting the CAB and its members in support of the CAB's mission that includes general office functions, budgeting, communications, advanced computer skills, documentation organization, library archiving, word processing, teleconferencing, etc. Maintain EM-LA Contract Requirements in relation to the Work Authorization System.
- Providing administrative support (that may require travel) for the CAB bi-monthly board meetings, committee meetings, and other working groups to include a minimum of six (6) bi-monthly meetings or retreat meetings, workshops, seminars, field trips, tours of LANL, national meetings, committee and subcommittee meetings of all standing committees (presently two) and ad-hoc committees. Provide seven (7) days of professional facilitation services each year, one (1) day for the Annual Retreat and six (6) days for the board meetings. Professional facilitation shall be by a person certified in facilitation, or who has substantial facilitation experience. The Contractor shall setup and operate or subcontract the microphone sound system at the bi-monthly meetings and retreat meetings.
- Providing support to EM-LA's outreach that continues to foster and strengthen working relationships, rapport and credibility between CAB members and DOE staff and managers, EM-LA prime contractor staff and managers, EPA staff and managers, and NMED staff and managers. Assist with delivery of responses to requests and recommendations by the CAB to the above federal and state agencies.
- Making all travel arrangements for CAB members, pre-approved by the COR or CO.
- Submitting brief written reports summarizing each outreach activity: radio, visits to local schools, governments, etc. including the medium, location, audience, focus of the CAB presentation, topic, questions raised and issues of concern of the public/audience, and a follow-up to see whether the presentation was effective and the general view of the CAB in the eyes of the audience.
- Submitting semi-annual public newsletters and annual reports through the DDFO and COR for approval to DOE Headquarters in compliance with Federal Advisory Committee Act reporting requirements and to the CAB's established mailing list.

C.2.3.7 Records and Information Management Activities

The Contractor shall provide experienced technical support for all EM-LA Records Management, Privacy Act (PA), and Freedom of Information Act (FOIA) activities. The Contractor shall possess thorough knowledge of DOE records management programs, methods, requirements, and media; Public Law 93-5024 governing FOIA; Public Law 93-579 governing PA: Federal Records Act of 1950; Executive Orders 12356 and 12699; policies; case law precedents applicable to FOIA and PA; guidelines applicable to federal records management; and current records/files automation, database, word processing, and spreadsheet processes and systems. All records generated or received in the performance of this contract are the property of the Government. The Contractor shall support the following activities which include, but are not limited to:

- Evaluate new or modified legislation for projected impact on programs and translate the legislation into goals, actions, and services.
- Apply analytical and evaluative techniques to conduct studies, prepare reports, and develop recommendations to improve the effectiveness of Federal information management.

Coordinate requirements and assist in resolving conflicts between support programs, the field office records management program, and Federal agency orders, policies, and procedures. The Contractor shall support submitting records for the following:

- Reproduction of extensive QA files and objective evidence for audits, surveillances, and corrective actions;
- Submittal of QA files to EM-LA regulators; and
- Maintenance of QA files until disposition through the Records Inventory and Disposition Schedule (RIDS) process.

C.2.3.8 Training Coordination Activities

The Contractor shall provide expertise for maintaining the EM-LA training program for Federal and support service personnel. In establishing the technical training program, the Contractor shall to the maximum extent possible, use pre-established training sanctioned by DOE to ensure transportability of qualifications and avoid redundant training. The Contractor shall complete the following activities which include but are not limited to:

- Development and maintenance of training program policies, plans, and procedures including a Technical Qualification Program (TQP) that uses the DOE technical Functional Area Qualification Standards (FAQs) without modification for EM-LA approval;
- Development of training materials for EM-LA personnel such as for policies, plans, and procedures including for audit training for EM-LA and contract auditors, and QA refresher training for personnel designated by EM-LA;
- Scheduling, tracking, documenting, and reporting progress for training completion and certification maintenance against training program requirements.

C.2.3.9 Issues Management Activities

The Contractor shall provide expertise to EM-LA in the area of issues management. The Contractor shall complete the following activities which include but are not limited to:

- Maintenance of activity logs, such as audit and surveillance logs;
- Evaluate the capability of the current EM-LA Issues, Collection, and Evaluation (ICE) database and suggest enhancements to ensure its capability to perform trend analysis, to track corrective action status, regulatory finding status, and provide a status of management assessment findings, and identify repeating issues.
- Operation, maintenance, and if necessary development of additional or enhanced databases to perform trend analysis, to track corrective action status, regulatory finding status, and management assessment finding status;

- Recording and tracking of internal actions and issues
- Recording external audit and assessment findings
- Facilitating resolution of Corrective Action Plans (CAP)
- Reporting on progress
- Assessing Contractor completions
- Assessing issue trends
- Proposing and implementing CAPs for Issue Management
- Coordinating with EM-LA Federal staff and Prime Contractor staff for satisfactory program performance including metrics

C.2.3.10 Ancillary Activities

The Contractor shall provide experienced personnel for other ancillary tasks including: database design, operation, maintenance, and software quality assurance (SQA), including an expert knowledge of Structured Query Language (SQL) programming; procedure and document writing; and technical editing.

Furthermore, the Contractor shall provide facilitation for all LANL Natural Resource Damage Assessment (NRDA) Trustee Council meetings and conference calls enabling meetings amongst diverse groups to occur. The facilitator selected must be accepted by consensus of the NRDA Trustee Council.

DOE reserves the right to down-size the technical support requirements if/when DOE hires personnel with the requisite expertise. Additionally, if the Contractor's performance in certain areas is deemed problematic or unacceptable, DOE reserves the right to remove that work from this requirements contract and obtain the services another way.

C.2.4 TRANSITION ACTIVITIES

C.2.4.1 Incoming Transition Activities

The Contractor shall execute the transition of support activities from the incumbent contractor. The Contractor shall develop and provide the following to the EM-LA Contractor Officer throughout the transition process:

- A Transition Plan. The Contractor shall submit the plan for DOE approval 5 calendar days after issuance of the task order that includes transition activities. The Transition Plan shall include:
 - (a) A schedule and description of the activities necessary to transition the work from the incumbent contractor in a manner that (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.
 - (b) Addresses how all Government property, including Government furnished and contractor-acquired property (i.e. materials), and associated records, currently assigned to the incumbent contractor, will be transferred to the Contractor during the transition period.
 - (c) Coordination with other site contractors to ensure continuation of services by the Contractor to ensure there is no loss or degradation of the services that are provided to DOE and its contractors.

The Contractor is responsible for performing due diligence to ensure that all activities, deliverables, and actions to be completed by the end of the transition identified in the PWS are included in the Transition Plan.

The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent shall be subject to a 14 calendar day review and approval period unless a longer review/approval period is warranted due to the size and complexity of the document.

C.2.4.2 Outgoing Transition Activities

The Contractor recognizes that the support services covered by this contract are vital to accomplishing the EM-LA mission and shall be maintained without interruption, both at the commencement (as described in Section C.2.4 Transition Activities) and at the expiration of the Task Order (as described in this section) or upon assumption of the function by the Government. Therefore:

- (a) The Contractor shall cooperate with a successor contractor or the Government by facilitating transition of its responsibilities, activities, records, Government Furnished Property, and all other information and materials as applicable, to the incoming contractor or the Government to ensure there is no interruption of the EM-LA function or mission.
- (b) The Contractor shall cooperate with a successor contractor by allowing its employees to interview for possible employment after business hours. For those employees who accept employment with the successor contractor, such employees shall be released in a coordinated manner to the successor contractor. The Contractor shall cooperate with the successor contractor with regard to the termination or transfer arrangements for such employees to ensure maximum protection of employee service credits and fringe benefits.
- (c) This clause shall apply to subcontracts as approved by the Contracting Officer.

PART I – THE SCHEDULE

SECTION D - PACKAGING AND MARKING

D.01 DOE-D-2001 PACKAGING AND MARKING (OCT 2014).....D-2

SECTION D - PACKAGING AND MARKING

D.01 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 insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (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.

PART I – THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E.01 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)..... E-2

E.02 FAR 52.246-6 INSPECTION OF SERVICES – TIME-AND-MATERIALS AND LABOR –
HOUR (MAY 2001)..... E-2

SECTION E - INSPECTION AND ACCEPTANCE

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

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

E.03 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.

PART I – THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F.01 FAR 52.242-15 STOP WORK ORDER (AUG 1989) F-2
F.02 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)..... F-2
F.03 DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014)..... F-2
F.04 DOE-F-2007 DELIVERY OF LIMITED RIGHTS DATA (OCT 2014)..... F-2
F.05 DOE-F-2008 DELIVERY OF RESTRICTED COMPUTER SOFTWARE (OCT 2014)..... F-3
F.06 PERIOD OF PERFORMANCE F-3

SECTION F - DELIVERIES OR PERFORMANCE

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

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

F.03 DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014)

The services specified by this contract shall be performed at the following location(s): The EM Los Alamos Field Office, which is located in Los Alamos, New Mexico, the Citizen Advisory Board Office, which is located in Pojoaque, New Mexico, and other sites that may be designated by the Contracting Officer.

F.04 DOE-F-2007 DELIVERY OF LIMITED RIGHTS DATA (OCT 2014)

- (a) Delivery of limited rights data. The Contractor shall, at the option of the Contracting Officer, be required to deliver any limited rights data used in the performance of this contract. Such data shall be subject to the provisions of the clause at FAR 52.227-14, *Rights in Data--General*, paragraph (g), "Protection of limited rights data and restricted computer software," with Alternatives II and V which are incorporated into this contract.
- (b) The limited rights data subject to the clause at FAR 52.227-14, *Rights in Data—General*, are listed below. This listing of limited rights data, which are asserted by the Contractor to be limited rights data, does not constitute an admission by the Government that the data is in fact limited rights data.

Contractor identifies no limited rights data.

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or the patent office of any foreign country based on any information asserted to be limited rights data, the Government will no longer treat any data contained in such issued patent as limited rights data. In addition, if any information asserted to be limited rights data results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as limited rights data until the Contractor has filed its initial patent application.

- (c) The Contractor shall not introduce or utilize any limited rights data not identified in (b) above without advance written notification to the Contracting Officer.
- (d) Notwithstanding any other provision of this Contract, the following data shall be delivered to the Government with unlimited rights:

Not Applicable

F.05 DOE-F-2008 DELIVERY OF RESTRICTED COMPUTER SOFTWARE (OCT 2014)

- (a) Delivery of restricted computer software. The Contractor shall, at the option of the Contracting Officer, be required to deliver any restricted computer software used in the performance of this contract. Such restricted computer software shall be subject to the provisions of clause at FAR 52.227-14, *Rights in Data-General*, paragraph (g), "Protection of limited rights data and restricted computer software," with Alternatives III and V which are incorporated into this contract.
- (b) The restricted computer software subject to the clause at FAR 52.227-14, *Rights in Data-General*, are listed below. This listing of restricted computer software, which is asserted by the Contractor to be restricted computer software, does not constitute an admission by the Government that the data is in fact restricted computer software.

Contractor identifies no limited rights data.

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or the patent office of any foreign country based on any information asserted to be restricted computer software, the Government will no longer treat any data contained in such issued patent as restricted computer software. In addition, if any information asserted to be restricted computer software results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as restricted computer software until the Contractor has filed its initial patent application.

- (c) The Contractor shall not introduce or utilize any restricted computer software not identified in (b) above without advance written notification to the Contracting Officer.
- (d) Notwithstanding any other provision of this contract, the following data shall be delivered to the Government with unlimited rights:

Not Applicable

F.06 PERIOD OF PERFORMANCE

- (a) The period of performance for this base Requirements contract shall be from the date of award to April 30, 2020. This base Requirements contract also has two one-year option periods (Year 4 and 5 referenced in Section B.03 Price Schedule).
- (b) Fixed Price and T&M Task Orders issued by the Contracting Officer will identify a period of performance specific to that task order. However, no task order shall exceed the period of performance of this base Requirements contract.

PART I – THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G.01 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)..... G-2
G.02 DOE-G-2002 CONTRACTING OFFICER’S REPRESENTATIVE (OCT 2014)..... G-2
G.03 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)..... G-2
G.04 DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014) (For FFP Task Orders)..... G-3
G.05 DOE-G-2005 *A1 BILLING INSTRUCTIONS - ALTERNATE I (OCT 2014) (For T&M Task Orders)..... G-4
G.06 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014) (Revised) G-5
G.07 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014) G-6
G.08 CONTRACTOR’S PROGRAM LEAD G-6
G.09 DEFECTIVE OR IMPROPER INVOICE G-6
G.10 INDIVIDUAL AUTHORIZED TO ISSUE TASK ORDERS G-6
G.11 DEFINITIONSG-7

SECTION G - CONTRACT ADMINISTRATION DATA

G.01 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.02 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.03 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 Specialist and 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 Specialist and Contracting Officer.

- (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Specialist and 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 Contract Specialist, Contracting Officer, and the COR.
- (c) Information regarding correspondence addresses and contact information is as follows:
- (1) Contracting Officer
 - (A) Name: Chris Lockhart
 - (B) Telephone number: 505-206-2532
 - (C) Address: 1900 Diamond Drive Los Alamos, NM 87544
 - (D) Email address christopher.lockhart@em.doe.gov
 - (2) Contracting Officer's Representative
 - (A) Name: Robert Pfaff
 - (B) Telephone number: 505-606-0075
 - (C) Address: 1900 Diamond Drive Los Alamos, NM 87544
 - (D) Email address: Robert.pfaff@em.doe.gov
 - (3) Government Contract Administration Office
 - (A) Name: Chris Lockhart
 - (B) Telephone number: 505-206-2532
 - (C) Mailing address: 1900 Diamond Drive Los Alamos, NM 87544
 - (D) Email address: christopher.lockhart@em.doe.gov

G.04 DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014) (For FFP Task Orders)

- (a) The Contractor shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.
- (b) The Contractor 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) The Contractor's voucher shall include a breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract

performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, on an contract basis.

G.05 DOE-G-2005 *A1 BILLING INSTRUCTIONS - ALTERNATE I (OCT 2014) (For T&M Task Orders)

- (a) The Contractor shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each task order issued under the basic IDIQ contract.
- (b) The Contractor 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) 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 of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order period.
 - (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) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.
 - (F) A breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, on an contract basis.
 - (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 and receipts; 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) 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.
- (C) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.06 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.07 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.08 CONTRACTOR'S PROGRAM LEAD

- (a) The Contractor shall designate a working Program Lead to serve in the Contractor's local facility as described in the Section F clause *DOE-F-2002 Place of Performance - Services*, who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder, and have supervisory control over the Contractor's employees assigned to perform work under this contract and its resulting task orders. The working Program Lead shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.
- (b) The working Program Lead 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.
- (c) The working Program Lead shall develop work and staffing plans for all assigned tasks and provide monthly status reports on all activities to the COR.

G.09 DEFECTIVE OR IMPROPER INVOICE

The name, title, office name, 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:

Steve Hartley
Vice President of Operations
S&K Logistics Services LLC
138 Peachtree Parkway
Byron, GA 31008
Phone: 478-971-6753
Email: shartley@skls-llc.com

G.10 INDIVIDUAL AUTHORIZED TO ISSUE TASK ORDERS

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

Any duly appointed EMLA Contracting Officer or the Procuring Contracting Officer who awarded this Requirements contract.

G.11 DEFINITIONS

The following special definitions are applicable to this contract:

Contracting Officer - The person identified in Section G.03, DOE-G-2004 Contract Administration, with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole. This is the official that will award and administer the master contract.

Designated Contracting Officer (DCO) - The person with the authority to enter into contracts as defined in FAR 2.101 and who is assigned as the person with authority to enter into and/or administer a task order issued under this contract. The DCO shall be identified in each individual task order.

Contracting Officer's Representative (COR) – The Contracting Officer's designated representative identified in Section G.03, DOE-G-2004 Contract Administration, whose responsibilities apply to the administration of this contract as a whole. The extent of the COR's authority is defined in DEAR Clause 952.242-70, *Technical Direction*.

Designated Contracting Officer's Representative (DCOR) - The Contracting Officer's designated representative whose responsibilities apply to the administration of a specific task order issued under this contract. The DCOR shall be identified in each individual task order. The extent of the DCOR's authority is defined in DEAR Clause 952.242-70, *Technical Direction*.

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

H.02 DOE-H-2002 NO THIRD PARTY BENEFICIARIES (OCT 2014)

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.03 DOE-H-2005 - ADVANCE UNDERSTANDING (S) (OCT 2014)

The following Advance Understanding(s) is (are) made a part of this contract:

H.04 DOE-H-2018 PRIVACY ACT SYSTEMS OF RECORD (OCT 2014)

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause entitled, "FAR 52.224-2, Privacy Act and contractor personnel.

H.05 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment J-7.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.06 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL (OCT 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official: S&K Technologies, Inc.

Name: Scott Colton

Position: Chief Financial Officer Company/Organization:

S&K Technologies Inc. Address: 63066 Old Highway

93; St. Ignatius, MT 59865

Phone: 406-745-5710

Facsimile: 406-745-7506

Email: scolton@sktcorp.com

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors: S&K Logistics Services LLC charter states that the President of S&K Logistics Services LLC is an agent of S&K, with full authority to the contract.

Name: Dave Rariden

Position: President

Company/Organization: S&K Logistics Services LLC

Address: 138 Peachtree Parkway, Byron, GA 31008

Phone: 478-971-6780

Facsimile: 478-654-6597

Email: drariden@skls-llc.com

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.07 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)

a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

(d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:

- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
- (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
- (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

(e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

H.08 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 the "Labor Qualifications" in Section J, Attachment J-3, except as the Contracting Officer may otherwise authorize.

H.09 DOE-H-2030 SECTION 8(A) DIRECT AWARDS

(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.10 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.11 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.12 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN

Within thirty (30) 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 process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.13 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)

(a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as -

- (1) Alternative Fueled Vehicles and Alternative Fuels;
- (2) Biobased Content Products (USDA Designated Products);
- (3) Energy Efficient Products;
- (4) Non-Ozone Depleting Alternative Products;
- (5) Recycled Content Products (EPA Designated Products); and

(6) Water Efficient Products (EPA Water Sense Labeled Products).

(b) The Contractor should become familiar with these information resources:

(1) Recycled Products are described at <http://epa.gov/cpg>.

(2) Biobased Products are described at <http://www.biopreferred.gov/>.

(3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.

(4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>

(5) Environmentally Preferable Computers are described at <http://www.epeat.net>.

(6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>.

(7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.

(c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

H.14 DOE-H-2043 ASSIGNMENT AND TRANSFER OF CONTRACTS AND SUBCONTRACTS (OCT 2014)

(a) Assignment of DOE Prime Contracts. During the period of performance of this contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of such contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.

H.15 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

- (1) New Year's Day
- (2) Birthday of Martin Luther King, Jr.
- (3) Washington's Birthday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) The Contractor shall provide the services required by the contract at Federally-owned or – controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

H.16 DOE-H-2048 PUBLIC AFFAIRS (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.17 DOE-H-2049 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (OCT 2014)

(a) In accordance with the clause FAR 52.228-5, Insurance – Work on a Government Installation (JAN 1997), the following types and minimum amounts of insurance shall be maintained by the Contractor:

- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
- (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
- (3) Comprehensive bodily injury liability - \$500,000.
- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
- (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage - \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.18 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM (OCT 2014)

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.19 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)

In accordance with the clause FAR 52.245-1, Government Property (APR 2012), the Government may provide property.

H.20 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)

The Contractor's performance under this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J-6, and the clause at FAR 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014).

H.21 DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014)

(a) In accordance with the clause at FAR 52.244-2(d), Subcontracts, the following subcontracts have been determined to be major or critical subcontracts:

Professional Project Services Inc. (Pro2Serve)

(b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

H.22 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.23 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

Directive No. Date Directive Title / Contract Requirements Document

DOE O 206.2	Identity, Credential, and Access Management (ICAM)	February 19, 2013
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H.24 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)

(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such 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 confidential 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, confidential 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 confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential 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 confidential or proprietary 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.25 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES (OCT 2014)

(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software 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 performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

H.26 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

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.27 DOE-H-2067 GOVERNMENT FURNISHED FACILITIES AND SERVICES (OCT 2014)

(a) Pursuant to the Government Property clause of this contract, the Government shall, during the period of performance of this contract, furnish to the Contractor office space for approximately 25 contractor personnel. Additional office space may be provided by the Government as necessary for contract performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.

(b) As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephone, janitorial and mail services, and access to Government-owned computer systems.

H.28 DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014)

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) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015 entitled "Updated Guidance on Conference-Related Activities and Spending."

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 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.

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.29 DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014)

(a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

(i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(2) The Government will not reimburse any costs associated with per diem (except for en-route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to

his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10%.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

H.30 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-1 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 (AUG 1987) or FAR 52.243-3 – Time and Materials or Labor Hours (SEPT 2000).

(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.31 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES

(a) The Government will provide Government-owned and/or –leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause **FAR 52.245-1**,

Government Property and FAR 52.251-2, Interagency Fleet Management System (IFMS) Vehicles and Related Services.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or – leased motor vehicles in a responsible and safe manner to include the following requirements:

- (1) Use vehicles only for official purposes and solely in the performance of the contract.
- (2) Do not use vehicles for transportation between an employee’s residence and place of employment unless authorized by the Contracting Officer.
- (3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
- (4) Possess a valid State, District of Columbia, or commonwealth’s operator license or permit for the type of vehicle to be operated.
- (5) Operate vehicles in accordance with the operator’s packet furnished with each vehicle.
- (6) Use seat belts while operating or riding in a Government vehicle.
- (7) Do not use tobacco products while operating or riding in a Government vehicle.
- (8) Do not provide transportation to strangers or hitchhikers.
- (9) Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.
- (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall -

- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
- (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

H.32 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)

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.33 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.34 PARTNERING

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

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.35 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 security badges that allow such physical access. The Contractor further understands that it must propose employees whose backgrounds offer the best prospect of obtaining approval for access, considering the following potentially disqualifying 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, including use of any forms directed by DOE; (ii) that employees properly complete said forms; and (iii) that the employees submit the forms to the person designated by the Contracting Officer.
 2. In completing the process for gaining physical access, that its employees (i) cooperate with DOE officials responsible for granting access to DOE-owned or leased facilities; and (ii) provide any additional information as DOE may request.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective until such time as DOE 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 a substitute employee and initiate the process for gaining access for the substitute. DOE's denial of a security badge to individual employees 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 one or more subcontractor employees will require physical access to DOE-owned or leased facilities.

H.36 QUALITY ASSURANCE PROGRAM

In the conduct of the work performed under this contract, the Contractor agrees to comply with the EMLA quality assurance program, and work under the direction of and perform work in accordance with DOE EMLA procedures. Any subcontracts in support of this work shall require subcontractors to comply with the DOE EM-LA quality assurance program.

H.37 ORDERING PROCEDURES

- (a) Only the CO identified in Section G of the contract may issue Time and Materials (T&M) or Fixed Price task orders to the Contractor against this contract.

(b) Prior to issuing a task order, the CO will issue a Request for Task Proposal (RTP) from the Contractor which will contain a functional description of the work identifying the objectives or results desired from the contemplated task order, including any specific work products and deliverables.

(c) At a minimum, the Contractor's task proposal for Fixed Price (FP) task orders shall include:

- (1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government.
- (2) A total firm-fixed-price for the completion of the work described in the Performance Work Statement (PWS) of the task order by the schedule of performance stipulated by the Government. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor and material costs, if applicable.

(d) At a minimum, the Contractor's task proposal for Time-and-Materials (T&M) task orders shall include:

- (1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government.
- (2) Direct Productive Labor Hours (DPLH), by the applicable labor category, and the total number of labor hours, including those in (4) below, estimated to be necessary to complete the task order.
- (3) The estimate for travel and material costs.
- (4) An estimate for subcontractors and consultants, including DPLH, if applicable.
- (5) Other pertinent information.
- (6) The total estimated cost for completion of the task order.

(e) Within **30** calendar days after receipt of the RTP, the Contractor shall submit a proposal conforming to the request and containing at least the information discussed above.

(f) The Contractor's task proposal is subject to review and acceptance by the Contracting Officer.

MONTHLY TASK ORDER PROGRESS REPORTS AND REVISIONS TO TASK ORDERS

(a) The Contractor shall submit monthly task order progress reports. At a minimum, the reports shall contain the following information:

1. Task order number.
2. Total task order price.
3. Significant issues/problems associated with each task order.
4. Status of the schedule for each task order.
5. For T&M task orders, an itemized breakdown of cost and DPLHs incurred to date shall also be provided.

(b) For T&M task orders, should any revision become necessary to the labor categories and hours in the task order, the Contractor shall promptly submit to the CO and COR a revised plan with explanatory notes.

H.38 PERSONNEL

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

H.39 CONTRACTOR EMPLOYEE TRAINING

The Contractor shall provide fully qualified and trained personnel from its own resources to support the requirements under this contract. The Contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging and proven technologies applicable to the work to be performed.

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 or Contracting Officer's Representative (usually within 30 days of the first date of performance on this Contract and at least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.41 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. Reimbursement shall be in accordance with applicable US Federal Travel Regulations using the standard rates established by the General Services Administration (GSA) for the locality where the Contractor employee(s) are required to perform work in connection with this contract. Travel costs shall be reimbursed up to the not-to-exceed amounts for Materials established at the task order level and ultimately listed in the pricing schedules in Section B.

H.42 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 material cost.

Material costs shall be reimbursed up to the not-to-exceed amounts established at the task order level and ultimately listed in the pricing schedules in Section B.

H.43 EMPLOYEE CONCERNS PROGRAM

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of contract award that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in DOE Order 442.1A Department of Energy Employee Concerns Program, and all superseding versions.

H.44 CONSERVATION OF UTILITIES

The Contractor shall instruct Contractor employees in utility 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.45 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The representations, certifications, and other statements of Offeror, completed by the Contractor, dated December 1, 2016, are hereby incorporated by reference and made a part of this contract.

PART II –CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.01	52.202-1	DEFINITIONS (NOV 2013)		
I.02	52.203-3	GRATUITIES (APR 1984)		
I.03	52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)		
I.04	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)		
I.05	52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)		
I.06	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)		
I.07	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)		
I.08	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)		
I.09	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.10	52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)	(b) (3) DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf	
I.11	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)		
I.12	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)		
I.13	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)		
I.14	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)		
I.15	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)		
I.16	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)		
I.17	52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE DELIVERY CONTRACTS (JAN 2014)		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.18	52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)		
I.19	52.209-9	<p>UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)</p> <p>(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via https://www.acquisition.gov.</p> <p>(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--</p> <p>(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--</p> <p>(i) Government personnel and authorized users performing business on behalf of the Government; or</p> <p>(ii) The Contractor, when viewing data on itself; and</p> <p>(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--</p> <p>(i) Past performance reviews required by subpart 42.15;</p> <p>(ii) Information that was entered prior to April 15, 2011; or</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c) (1) of this clause.</p> <p>(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.</p> <p>(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.</p> <p>(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.</p> <p>(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.</p> <p>(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.</p>		
I.20	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.21	52.210-1	MARKET RESEARCH (APR 2011)		
I.22	52.215-2	AUDIT AND RECORDS—NEGOTIATION (OCT 2010)		
I.23	52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)		
I.24	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)		
I.25	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)		
I.26	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	Note this clause will not be included if the awardee proposed Facilities Capital Cost of Money	
I.27	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)		
I.28	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)		
I.29	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.30	52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)	(a)(3) 30th	T&M Tasks Only
I.31	52.216-18 ORDERING (OCT 1995)	<p>(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through <u>TBD</u>.</p> <p>(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.</p> <p>(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.</p>		
I.32	52.216-19 ORDER LIMITATIONS (OCT 1995)	<p>(a) <i>Minimum order.</i> When the Government requires supplies or services covered by this contract in an amount of less than \$0, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.</p> <p>(b) <i>Maximum order.</i> The Contractor is not obligated to honor— (1) Any order for a single item in excess of \$0 (2) Any order for a combination of items in excess of \$0; or (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.</p> <p>(c) If this is a requirements contract (<i>i.e.</i>, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of anyone</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.</p> <p>(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 365 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.</p>		
I.33		<p>52.216-21 REQUIREMENTS (OCT 1995)</p> <p>(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.</p> <p>(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.</p> <p>(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.</p> <p>(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.</p> <p>(f) 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; <i>provided</i>, that the Contractor shall not be required to make any deliveries under this contract after the contract expiration date.</p>		
I.34		<p>52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)</p> <p>The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the contract period.</p>		
I.35		<p>52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</p> <p>(a) The Government may extend the term of this Contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the Government to an extension.</p> <p>(b) If the Government exercises this option, the extended Contract shall be considered to include this option clause. (c) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.36	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)		
I.37	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)		
I.38	52.219-11	SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)		
I.39	52.219-12	<p style="text-align: center;">SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)</p> <p>(a) The Small Business Administration (SBA) has entered into Contract No. DE-EM0004847 with S&K Logistics LLC to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.</p> <p>(b) S&K Logistics LLC, hereafter referred to as the subcontractor, agrees and acknowledges as follows:</p> <p style="padding-left: 40px;">(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DE-EM0004847 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.</p> <p style="padding-left: 40px;">(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Department of Energy with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.</p> <p style="padding-left: 40px;">(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Department of Energy.</p> <p style="padding-left: 40px;">(4) That it will notify the Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Department of Energy.		
I.40	52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)		
I.41	52.219-17	SECTION 8(A) AWARD (DEC 1996)		
I.42	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)		
I.43	52.222-3	CONVICT LABOR (JUN 2003)		
I.44	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)		
I.45	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)		
I.46	52.222-26	EQUAL OPPORTUNITY (APR 2015)		
I.47	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)		
I.48	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)		
I.49	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)		
I.50	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)		
I.51	52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)		
I.52	52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)			

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.</p> <p><i>This Statement is for Information Only: It is not a Wage Determination</i></p> <p>Employee Class Monetary Wage—Fringe Benefits</p> <p>Administrative Assistant Wage \$18.17, Fringe \$1.75</p>		
I.53	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)		
I.54	52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)		
I.55	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)		
I.56	52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)		
I.57	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)		
I.58	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.59	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)		
I.60	52.223-9	<p>ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)</p> <p>(a) <i>Definitions.</i> As used in this clause—</p> <p>“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”</p> <p>“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.</p> <p>(b) The Contractor, on completion of this contract, shall—</p> <p>(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and</p> <p>(2) Submit this estimate to the Contracting Officer.</p>		
I.61	52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)		
I.62	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.63	52.223-16	ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)		
I.64	52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)		
I.65	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)		
I.66	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANGEMENT SYSTEMS (MAY 2011)		
I.67	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)		
I.68	52.224-2	PRIVACY ACT (APR 1984)		
I.69	52.225-1	BUY AMERICAN ACT – SUPPLIES (MAY 2014)		
I.70	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)		
I.71	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)		
I.72	52.227-2	NOTICE OF ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)		
I.73	52.227-14	RIGHTS IN DATA—GENERAL (MAY 2014)		
I.74	52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		Except for data contained on pages <u>N/A</u> , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data—General” clause contained in this contract) in and to the technical data contained in the proposal dated <u>November 4, 2016</u> , upon which this contract is based.		
I.75	52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)		Fixed Price Tasks Only
I.76	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)		Fixed Price Tasks Only
I.77	52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)		
I.78	52.232-1	PAYMENTS (APR 1984)		Fixed Price Tasks Only
I.79	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)		T&M Tasks Only
I.80	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)		Fixed Price Tasks Only
I.81	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)		T&M Tasks Only

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.82	52.232-11	EXTRAS (APR 1984)		Fixed Price Tasks Only
I.83	52.232-17	INTEREST (MAY 2014)		
I.84	52.232-22	LIMITATION OF FUNDS (APR 1984)		T&M Tasks Only
I.85	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)		
I.86	52.232-25	PROMPT PAYMENT (JUL 2013)		
I.87	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)		
I.88	52.232-39	UNFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)		
I.89	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)		
I.90	52.233-1	DISPUTES (MAY 2014)– ALT I (DEC 1991)		
I.91	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)		
I.92	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)		
I.93	52.237-3	CONTINUITY OF SERVICES (JAN 1991)		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.94	52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)		
I.95	52.242-13	BANKRUPTCY (JUL 1995)		
I.96	52.243-1	CHANGES – FIXED PRICE (AUG 1987) – ATL 1 (AUG 1984)		Fixed Price Tasks Only
I.97	52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR HOURS (SEPT 2000)		T&M Tasks Only
I.98	52.243-7	NOTIFICATION OF CHANGES (APR 1984)		
I.99	52.244-2	SUBCONTRACTS (OCT 2010) (a) <i>Definitions.</i> As used in this clause— “Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR). “Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract. “Subcontract” means any contract, as defined in FAR Subpart 2.1 , entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause. (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—		T&M Tasks Only

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or</p> <p>(2) Is fixed-price and exceeds—</p> <p>(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or</p> <p>(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.</p> <p>(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:</p> <p>(i) A description of the supplies or services to be subcontracted.</p> <p>(ii) Identification of the type of subcontract to be used.</p> <p>(iii) Identification of the proposed subcontractor.</p> <p>(iv) The proposed subcontract price.</p> <p>(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.</p> <p>(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(vii) A negotiation memorandum reflecting—</p> <p>(A) The principal elements of the subcontract price negotiations;</p> <p>(B) The most significant considerations controlling establishment of initial or revised prices;</p> <p>(C) The reason certified cost or pricing data were or were not required;</p> <p>(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;</p> <p>(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;</p> <p>(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and</p> <p>(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.</p> <p>(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.</p> <p>(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor’s purchasing system shall constitute a determination—</p> <p>(1) Of the acceptability of any subcontract terms or conditions;</p> <p>(2) Of the allowability of any cost under this contract; or</p> <p>(3) To relieve the Contractor of any responsibility for performing this contract.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).</p> <p>(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.</p> <p>(i) The Government reserves the right to review the Contractor’s purchasing system as set forth in FAR Subpart 44.3.</p> <p>(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:</p> <p><u>Professional Project Services Inc. (Pro2Serve)</u></p>		
I.100	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (SEPT 2016)		
I.101	52.245-1	GOVERNMENT PROPERTY (APR 2012) and ALT I. (APR 2012)		Fixed Price Task Orders Only
I.102	52.245-9	USE AND CHARGES (APR 2012)		
I.103	52.246-25	LIMITATION OF LIABILITY—SERVICES (FEB 1997)		
I.104	52.248-1	<p>VALUE ENGINEERING (OCT 2010)</p> <p>(m) Department of Energy EM Los Alamos Field Office Technical Assistance Contract</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
I.105	52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012)		Fixed Price Tasks Only
I.106	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) – ALT. IV (SEP 1996)		T&M Tasks Only
I.107	52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)		
I.108	52.249-14	EXCUSABLE DELAYS (APR 1984)		
I.109	52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)		
I.110	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)		T&M Tasks Only
I.111	52.252-2	<p>CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</p> <p>This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/far/</p>		
I.112	52.253-1	COMPUTER GENERATED FORMS (JAN 1991)		
I.113	DEAR 952.202-1	<p>DEFINITIONS (FEB 2011)</p> <p>(a) As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):</p> <p>(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.		
I.114	DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	<p>(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.</p> <p>(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.</p>		
I.115	DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)	<p>(a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.</p> <p>(b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.</p> <p>(c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.</p> <p>(d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.</p> <p>(e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.</p> <p>(f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.</p> <p>(g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.</p>		
I.116		<p>952.204-76 CONDITIONAL PAYMENT OF FEE OR PROFIT-SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION. (JAN 2004)</p> <p>(a) General.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(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."</p> <p>(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.</p> <p>(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.</p> <p>(b) Reduction Amount.</p> <p>(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:</p> <p>(i) Degree of control the Contractor had over the event or incident.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.</p> <p>(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.</p> <p>(iv) General status (trend and absolute performance) of safeguarding Restricted Data and other classified information and compliance in related security areas.</p> <p>(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 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.</p> <p>(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.</p> <p>(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.</p> <p>(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:</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(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:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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:</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(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:</p> <p>(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.</p> <p>(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>pertaining to the safeguarding of Restricted Data or other classified information.</p> <p>(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.</p> <p>(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.</p>		
I.117		<p>DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)</p> <p>(a) Definitions.</p> <p>(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.</p> <p>(2) Individual means a DOE Contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless-</p> <p>(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and</p> <p>(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.</p> <p>(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.</p> <p>(d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.</p> <p>(e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.</p>		
I.118	DEAR 952.208-70 PRINTING (APR 1984)			
		<p>The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this Contract) in connection with the performance of work under this Contract. Provided, however, that performance of a requirement under this Contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>Unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.</p> <p>(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.</p> <p>(2) If fulfillment of the Contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a Contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.</p> <p>(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.</p> <p>(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).</p>		
I.119	DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)	<p>(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.</p> <p>(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>when a business concern is controlled by or has the power to control another or when a third party has the power to control both.</p> <p>(1) Use of Contractor's Work Product.</p> <p>(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of six (6) months years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistanceservices.</p> <p>(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.</p> <p>(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.</p> <p>(2) Access to and use of information.</p> <p>(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;</p> <p>(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;</p> <p>(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and</p> <p>(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.</p> <p>(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.</p> <p>(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.</p> <p>(c) Disclosure after award.</p> <p>(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.</p> <p>(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.</p> <p>(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.</p> <p>(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.</p>		
I.120		<p>DEAR 952.216-7 ALLOWABLE COST AND PAYMENT (FEB 2011)</p> <p>As prescribed in 916.307(a), when contracting with a commercial organization modify paragraph (a) of the clause at 48 CFR 52.216-7 by adding the phrase "as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR)," after "FAR subpart 31.2".</p>		
I.121		<p>DEAR 952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)</p> <p>The Contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. The</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		Contractor shall submit a management program and implementation plan to the Contracting Officer for review and approval within 30 days after the effective date of this contract or modification. In the event that the Contractor fails to comply with said standards and requirements of DOE, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, issue an 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 Contracting Officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.		
I.122	DEAR 952.223-75, PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)	The Contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. The Contractor shall submit a management program and implementation plan to the Contracting Officer for review and approval within 30 days after the effective date of this contract or modification. In the event that the Contractor fails to comply with said standards and requirements of DOE, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, issue an 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 Contracting Officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.		
I.123	DEAR 952.223-78 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)	(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>environment and protect the health and wellbeing of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and wellbeing of Federal employees, contract service providers and visitors using the facility.</p> <p>(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures in the Changes clause of the contract. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:</p> <p>(1) Recycled Content Products are described at http://epa.gov/cpg.</p> <p>(2) Biobased Products are described at http://www.biopreferred.gov/.</p> <p>(3) Energy efficient products are at http://energystar.gov/products for Energy Star products.</p> <p>(4) Energy efficient products are at http://www.femp.energy.gov/procurement for FEMP designated products.</p> <p>(5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at http://www.epeat.net the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site.</p> <p>(6) Greenhouse gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at http://www.archives.gov/federal-register/executive-orders/disposition.html.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(7) Non-Ozone Depleting Alternative Products are at http://www.epa.gov/ozone/strathome.html.</p> <p>(8) Water efficient plumbing products are at http://epa.gov/watersense.</p> <p>(c) The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product -</p> <p>(1) Is not available;</p> <p>(2) Is not life cycle cost effective or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable (EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level);</p> <p>(3) Does not meet performance needs; or,</p> <p>(4) Cannot be delivered in time to meet a critical need.</p> <p>(d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (http://www.epa.gov/greeningepa/practices/eo13423.htm) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (http://www.archives.gov/federal-register/executive-orders/disposition.html). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic performance. This guide includes information concerning</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non-ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf.</p> <p>(e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or Water Sense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, Attachment 1, or its successor to the extent required elsewhere in the contract. This requirement should not be flowed down to subcontractors.</p> <p>(f) In complying with the requirements of paragraph (c) of this clause, the Contractor(s) shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position. Reporting under this paragraph and paragraphs (g) and (h) of this clause is only required if the contract or subcontract offers subcontracting opportunities for energy efficient and environmentally sustainable products or services exceeding \$100,000 in any contract year.</p> <p>(g) The Contractor shall prepare and submit performance reports, if required, using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default.</p> <p>(h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor, if subcontracting opportunities for sustainable and environmentally preferable products or services exceed the threshold in paragraph (f) of this clause, will comply with the procedures in</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the Prime Contractor's Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the Subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.</p> <p>(I) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "Subcontractor."</p>		
I.124		<p>DEAR 952.226-74, DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)</p> <p>(a) Definition. Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.</p> <p>(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the Contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under thiscontract.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.		
I.125	DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)	<p>(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:</p> <p>(1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.</p> <p>(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.</p> <p>(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.</p> <p>(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.</p> <p>(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that-</p> <p>(1) Constitutes an assignment of additional work outside the Statement of Work;</p> <p>(2) Constitutes a change as defined in the contract clause entitled "Changes;"</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;</p> <p>(4) Changes any of the expressed terms, conditions or specifications of the contract; or</p> <p>(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.</p> <p>(d) All technical direction shall be issued in writing by the COR.</p> <p>(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must-</p> <p>(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;</p> <p>(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or</p> <p>(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.</p> <p>(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		technical direction will be subject to the provisions of the clause entitled "Disputes."		
I.126	DEAR 952.251-70	<p>CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)</p> <p>(a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.</p> <p>(b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.</p> <p>(c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.</p> <p>(d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.</p> <p>(e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.</p> <p>(f) Obtaining travel discounts.</p> <p>(1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA Contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.</p> <p>OFFICIAL AGENCY LETTERHEAD</p> <p>TO: Participating Vendor</p> <p>SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR</p> <p>(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.</p> <p>SIGNATURE, Title and telephone number of Contracting Officer</p>		
I.127	DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)	<p>(a) Program Implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.</p> <p>(b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.</p>		

Clause No.	FAR / DEAR Reference	Title	Fill-In Information See FAR 52.104(d)	Notes
		<p>(c) <i>Subcontracts.</i> (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.</p> <p>(2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.</p> <p>(3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.</p>		
I.128		FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)		

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

SECTION J

LIST OF ATTACHMENTS

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SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-1

LIST OF APPLICABLE DOE DIRECTIVES

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

Regulation and Number	Regulation Title
DOE O 150.1A	Continuity Programs
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 206.1	Department of Energy Privacy Program
DOE O 231.1B	Environment, Safety and Health Reporting
DOE O 241.1B	Scientific and Technical Information Management
DOE O 251.1C	Departmental Directives Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1	Quality Assurance
DOE O 420.1C	Facility Safety
DOE O 435.1	Radioactive Waste Management
DOE O 450.2	Integrated Safety Management
DOE O 451.1B	National Environmental Policy Act Compliance Program
DOE O 458.1	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3	Identifying and Protecting Official Use Only Information
DOE O 471.6	Information Security
DOE O 475.2B	Identifying Classified Information

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-2

LIST OF DELIVERABLES

All deliverables shall be provided to DOE in an editable electronic format (i.e., rather than PDF) in addition to hardcopy. Omission of any deliverable from the List of Deliverables does not affect the obligation of the Contractor to comply with such requirement. If there is any conflict between this Attachment and other sections of the Contract, such as Section B-I, those sections of the Contract take precedence.

Report	Reference	Due Date	Approval or Information	DOE Recipient
Interface Agreements with Contractor for DOE Review	C.2.4	14 Calendar Days prior to needed approval date	DOE Approval	DOE COR
Transition Plan	C.2.4	5 Calendar Days after issuance of task order for transition activities	DOE Approval	COR and COR
Organizational Conflict of Interest Management Plan	H.12	30 Calendar Days after Effective Date of Contract	DOE Approval	CO
Release of Information	H.16	At least 10 days prior to the planned issue date	DOE Approval	CO
Worker Safety and Health Plan	H.18	Within 60 days of contract award.	DOE Approval	CO/COR
Report of job-related injuries and illnesses	H.18	As necessary	DOE Information	COR
Occupational Safety and Health Assessments	H.18	Upon Request	DOE Information	COR
Corrective Action for Non Compliance with Worker Safety and Health Plan	H.18	Upon notification from CO	DOE Approval	CO
Request for Approval of Conference Related Activities	H.28	As applicable	DOE Approval	CO

Acknowledgement of Applicability of DOE Directives and Implementation Schedule	H.30	Within 30 calendar days of receipt.	DOE Information	CO
Employment or participation by any foreign national in contact performance or site visit by foreign national.	H.33	At least 75 days prior to planned visit	DOE Approval	CO
Contractor Task Proposal	H.37	Within 30 days after receipt of request	DOE Information	CO
Monthly Task Order Progress Reports	H.37	Monthly	DOE Information	CO
Travel Authorization	H.41	Prior to any planned travel	DOE Approval	CO
Request for Material Purchase	H.42	Prior to any purchase of applicable material	DOE Approval	CO
Employee Concerns Program Implementation Plan	H.43	Within 90 days of contract award	DOE Approval	CO
Disclosure of Lobbying Activities	FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	As required or within 30 days of the end of the calendar quarter in which the change occurs	DOE Information	CO
Business Ethics Awareness and Compliance Program	FAR 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)	Provide during contract transition	DOE Information	CO

Reporting Executive Compensation and First Tier Subcontract Awards	FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)	Within 30 days of contract award	DOE Information	CO
Update SAM Database and Provide Confirmation	FAR 52.204-13, System for Award Management Maintenance (JUL 2013)	Annually	DOE Information	CO
Update of Publicly Available Information Regarding Responsibility Matters	FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)	Semi- Annually	DOE Approval	CO
Reporting pass-through charges changes	FAR 52.215-23 Limitation on Pass Through Charges (OCT 2009)	As Applicable	DOE Approval	CO
Equal Employment Report (EEO-1)	FAR 52.222-26 Equal Opportunity (MAR 2007)	Annually by September 30	DOE Information	CO

<p>Affirmative Action Plan for Females, Minorities, Veterans, and Workers with Disabilities.</p>	<p>FAR 52.222-26 Equal Opportunity (MAR 2007); FAR 52.222-35 Equal Opportunity for Veterans (JUL 2014) FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)</p>	<p>Within 30 days of contract award</p>	<p>DOE Approval</p>	<p>CO</p>
<p>Federal Contractor Veterans' Employment Report (VETS-100A)</p>	<p>FAR 52.222-37 Employment Reports on Veterans (JUL 2014)</p>	<p>Annually by September 30.</p>	<p>DOE Information</p>	<p>CO</p>
<p>Notify IG sufficient to Identify Nature and Extent of Offenses</p>	<p>FAR 52.222-50, Combating Trafficking in Persons (MAR 2015)</p>	<p>As Applicable</p>	<p>DOE Information</p>	<p>CO</p>
<p>Report to SAM and CO the product types and dollar value of USDA designated Biobased products purchased by the contractor within FY</p>	<p>FAR 52.223-2, Affirmative Procurement of Biobased Products Under Services and Construction Contracts (SEP 2013)</p>	<p>Annually on October 31st</p>	<p>DOE Information</p>	<p>CO</p>
<p>Estimate of percentage of recovered material for EPA Items</p>	<p>FAR 52.223-9, Estimate of Percentage of Recovered Materials for EPA Designated items (MAY 2008)</p>	<p>At completion of contract</p>	<p>DOE Information</p>	<p>CO</p>

Contractor Electronic Funds Transfer Information Contained in SAM Database	FAR 52.232-33 Payment by Electronic Funds Transfer- System for Award Management (JUL 2013)	Update Annually, provide confirmation to DOE CO	DOE Information	CO
Bankruptcy Notification	FAR 52.242-13 Bankruptcy (JUL 1995)	Within 5 days of the initiation of the proceeding relating to the filing.	DOE Information	CO
Consent to Subcontract	FAR 52.244-2 Subcontracts (OCT 2010)	Notification to CO in advance of placing subcontract or modification	DOE Approval	CO
Property Management Plans, Systems, and Procedures	FAR 52.245-1 Government Property (APR	If applicable, provide Annually	DOE Information	CO

	2012) ALT I (APR 2012)	and update as applicable		
Record and disclose physical inventory results	FAR 52.245-1 Government Property (APR 2012) ALT I (APR 2012)	If applicable, provide periodically as requested.	DOE Information	CO
Reports of loss, damage, destruction or theft of property	FAR 52.245-1 Government Property (APR 2012) ALT I (APR 2012)	Periodically as occurred	DOE Information	CO / Assigned Property Administrator
Final physical completion or termination inventory	FAR 52.245-1 Government Property (APR 2012) ALT I (APR 2012)	Upon contract completion	DOE Information	CO / Assigned Property Administrator
Notification of Communications with Members of Congress	DEAR 952.204-75 Public Affairs (DEC 2000)	Provide to CO	DOE Information	CO
Cyber Security Program Plan	DEAR 952.204-77 Computer Security (AUG 2006) ; DOE O 205.1B Chg 3	Within 30 days of contract award	DOE Approval	CO

Management Program and Implementation Plan	DEAR 952.223-72, Radiation Protection and Nuclear Criticality (APR 1984)	Within 30 days of contract award	DOE Approval	CO
Notification that the COR provided direction outside of authority	DEAR 952.242-70, Technical Direction	Within 5 working days of notification of uncompliant direction	DOE Information	CO
Employee Assistance Program Implementation Plan	DOE O 350.1, Chg. 5	Within 30 days of contract award	DOE Approval	CO

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-3

LABOR QUALIFICATIONS

For the performance of the PWS, the Contractor shall provide a Program Lead and all staff listed below with the at least the labor qualifications specified below. However, please note that experience, education, professional certifications, or combination thereof may be substituted as approved by the CO to meet qualifications. All job categories shall exhibit the following qualities:

- Expertise in MS Office (Word, Excel, PowerPoint and Outlook)
- Effective oral and written communication skills.
- Ability to work independently and in a team environment.
- Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel.
- Performance under this contract may require involvement in fieldwork; therefore those positions involved with fieldwork must have an appropriate level of physical stamina.
- Perform all assigned tasks in a safe manner.

Category	Qualifications	Description of Primary Responsibilities
Program Lead	Required: <ul style="list-style-type: none"> • Bachelor’s degree in related field with 20-25 years of executive management experience • Or advanced degree in related field with 15-20 years of executive management experience • DOE environmental remediation project management experience 	<ul style="list-style-type: none"> • Provide expert consult in the areas of executive management, environmental management, regulatory oversight, strategic planning, baseline management, waste management, quality assurance auditing for certification activities, safety oversight, and environmental compliance activities public and regulatory stakeholder' communications and relations • Serve as working lead for all contractor related work scope assignments in this PWS and personnel issues including performance appraisals, timekeeping, training and any required disciplinary actions.
Senior Policy and Regulatory Advisor	Required: <ul style="list-style-type: none"> • Bachelor’s degree in science or engineering with 30 years of management experience • Or advanced degree in related field with 20 years of executive management experience • DOE or other government environmental remediation project management experience • Experience with DOE orders, environmental regulations, and nuclear operations. 	<ul style="list-style-type: none"> • Consult, advise, and support DOE in the areas of Sr. Regulatory Negotiations & Compliance (Hazardous and Radiological), Organizational Management, Sr. Level Project Reviews (Internally & Externally), regulatory strategy, DOE policy implementation, environmental management execution, strategic planning, lifecycle baseline oversight, Waste Control Specialist (WCS) strategy, environmental compliance activities, and public and regulatory stakeholder communications/briefings • Serves as a senior policy and program strategy advisor to support federal managers in areas environmental program and project strategy and execution. • Provide Contractor performance evaluation for EMLA’s prime Contractor • Utilize NEPA expertise

<p>Lead Quality Assurance Auditor</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in related field • 10 years of quality assurance experience or related field • Certified Lead Quality Assurance Auditor <p>Preferred:</p> <ul style="list-style-type: none"> • DOE experience • Knowledge of ASME-NQA-1-1989; DOE O 414.1 	<ul style="list-style-type: none"> • Lead implementation of quality assurance program and processes • Lead quality assurance audits for highly technical, environment with nuclear facilities • Manage large audit teams with a significant number of observers and preparation of audit plans, checklists, and reports by audit team members • Implement and track corrective actions including proper identification of problems, assess corrective action plans, and verify closure and effectiveness of corrective actions • Coordinate the logistics necessary to conduct certification audits and interface with regulatory agencies as appropriate
<p>Quality Assurance Auditor</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in related field • 3-5 years of quality assurance experience or related field <p>Preferred:</p> <ul style="list-style-type: none"> • DOE experience • Knowledge of ASME-NQA-1-1989; DOE O 414.1 	<ul style="list-style-type: none"> • Support implementation of quality assurance program and processes • Support quality assurance audits and assessments for highly technical, environment with nuclear facilities • Facilitate successful implementation large audit teams with a significant number of observers and preparation of audit plans, checklists, and reports by audit team members • Implement and track corrective actions including proper identification of problems, assess corrective action plans, and verify closure and effectiveness of corrective actions • Coordinate the logistics necessary to conduct certification audits • Support interfaces with regulatory agencies and outside organizations
<p>Waste Operations and Compliance Specialist</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in related field • 15 years of experience in hazardous and nuclear waste generation and management activities <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience 	<ul style="list-style-type: none"> • Provide consult and conducts highly complex technical work related to regulate waste compliance and radioactive waste management work performed by the prime contractor • Provide SME input for technical disciplines associated with nuclear facilities; radioactive mixed waste storage, characterization, transportation, and disposal; hazardous materials; environmental compliance and cleanup;

	<ul style="list-style-type: none"> • Knowledge of RCRA; DOE O 414.D, 435.1, 460.1C, 460.2A; 10 CFR 830; 49 CFR 100-185 • Experience working for organizations overseen by DNFSB, DOT, EPA, and NRC 	<p>industrial safety; nuclear safety; or other similar disciplines and the regulations associated with the disciplines.</p> <ul style="list-style-type: none"> • Support waste operations and compliance oversight activities for EM-LA including physical on-site reviews, operational observations, and reviews of regulatory requirements, related document reviews, and technical assessments • Support other TRU waste characterization, certification, and transportation activities for EM-LA • Support strategic planning and oversight of the WCS Project
NRDA Facilitator	<p>Required Qualifications:</p> <ul style="list-style-type: none"> • Bachelor's degree in a related field. • 30 years of experience in successful facilitation for environmental issues and working groups consisting of Federal, NM State, and Pueblo governments and government representatives. • Must be unbiased in execution of duties with no conflicts of interest. <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • Knowledge of US Federal and NM State environmental laws and regulations. 	<ul style="list-style-type: none"> • Provide facilitation at monthly NRDA Trustee Council Meetings and Conference Calls. Provide all other facilitation services as required.
Nuclear Safety Specialist	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field • 10 years of experience in functional area and 5 years of nuclear industry safety experience • Or 15 years of demonstrated knowledge and specialized experience in functional area with 10 years of nuclear industry safety experience and high hazard operations <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience 	<ul style="list-style-type: none"> • Prepare and review nuclear site safety basis documents including DSAs and SERs • Support analysis and provide independent verification for nuclear safety processes • Review safety basis changes • Review and monitor underground retrieval activities and procedures • Review USQ documents and related activities • Participate in safety assessments and/or walk-throughs

	<ul style="list-style-type: none"> • Knowledge of RCRA; DOE O 420.1C: 10 CFR 830; 10 CFR 835 • Experience working for organizations overseen by DNFSB, DOT, EPA, and NRC 	<ul style="list-style-type: none"> • Support implementation and compliance with DOE orders and Federal Regulations • Development and maintenance of EM-LA Safety Basis review and procedures
Environmental Compliance Specialist	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field • 10-15 years of experience in environmental compliance • 5 years of experience working with an environmental regulator or environmentally regulated entity. <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience • Knowledge of RCRA and EPA permitting process and implementation; DOE O 451.1B; National Environmental Policy Act (NEPA), Clean Air Act on air emission permit/compliance and radiological and hazardous air pollutants monitoring, Clean Water Act, Safe Drinking Water Act, Toxic Substances Control act (TSCA), and applicable State of New Mexico regulations 	<ul style="list-style-type: none"> • Provide technical expertise and support for oversight of activities required by the RCRA permit and other associated permits • Support implementation of environmental and regulatory compliance programs and environmental monitoring programs including permit modification requests • Provide technical and administrative expertise in evaluating radiological air monitoring and sampling, volatile organic compound (VOC) monitoring and sampling, and hydrogen and methane monitoring and sampling, and provide periodic reports resulting from these programs • Provide review, advice and strategy concerning environmental, regulatory compliance for Toxic Substances Control Act (TSCA) and NEPA issues as requested • Review, analyze and/or evaluate plans, procedures and other applicable environmental compliance documents, including the Annual Site Environmental Report, the Semi-Annual VOC Monitoring Report, and the Biennial Environmental Compliance Report
Water Quality Compliance Specialist	<p>Required:</p> <ul style="list-style-type: none"> • Nationally or internationally recognized subject matter expert • 20-30 years of experience in environmental compliance and groundwater compliance • Demonstrated experience with NPDES permit and compliance for stormwater and impact on groundwater protection and cleanup, Safe Drinking Water Act, TSCA, and), and applicable State of New Mexico regulations 	<ul style="list-style-type: none"> • Provide technical support to NPDES individual storm water permit, construction permit, and ground water discharge permit applications to ensure the sufficiency, completeness, and technical accuracy of the information provided • Provide technical support for oversight of activities required by the NPDES permits • Support EM-LA legal, facility operations, and project management personnel with review and development

	<ul style="list-style-type: none"> • Expert level knowledge of fate and transport of chemicals in vadose zone and groundwater <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience 	<p>of technical and regulatory submittals relating to water quality issues</p> <ul style="list-style-type: none"> • Provide advice and strategy on interpretation of codes, standards, guides, and regulations, and evaluate their applicability to specific situations • Provide technical support on investigations of permit exceedances and any correspondence to the NMED/EPA concerning permit exceedances • Provide technical support in review and development of Spill Prevention Control and Countermeasure (SPCC) Plans to determine the sufficiency, completeness, and technical accuracy of the information provided • Provide technical support in determining if a surface water discharge is reportable to regulators • Provide technical support in review and development of plans and strategy to support groundwater feasibility/treatability study, flow and contaminant fate and transport investigation, and corrective measures evaluations • Provide expert advice on complex technical issues relating to groundwater well drilling, data quality, plume investigation and remediation • Provide technical support to address concerns of federal and state regulators, technical and scientific communities and authorities, stakeholders, and the general public
<p>Radiation Protection Specialist</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field • 10 years of experience in environmental health physics and radiation safety <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience • Knowledge of DOE O 231.1B (radiological portion) 458.1 and 10 CFR 835 	<ul style="list-style-type: none"> • Provide technical support for oversight of radiation protection and occupational radiation protection programs including program management, performance assurance, document reviews, qualifications and training, operations and logistics support, radiological engineering support, external and internal dosimetry oversight, periodic monitoring of work sites and potential release sites. • Review radiation protection and health physics safety plans/programs and supports development of directives

		<p>and procedures establishing technical and administrative radiation safety requirements for EM field activities including transportation of radioactive materials and waste.</p> <ul style="list-style-type: none"> • Support periodic inspections and evaluations for facilities, equipment, and EM field operations including identification deficiencies in the programs, variances to the radiation protection regulations and standards, and recommended actions.
Occupational and Industrial Safety Specialist	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in related field • 10-15 years of experience in functional area with 5 years of nuclear industry experience <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience • Knowledge of DOE O 231.1B (excluding radiological portion) 	<ul style="list-style-type: none"> • Provide technical support for oversight of safety programs including planning, coordinating, and evaluating activities necessary for overall management. • Review safety plans/programs and supports development of directives and procedures establishing technical and administrative safety requirements • Support field inspections; preparing reports; advising on actions affecting facility operations, work processes, human-machine relationships, and environmental conditions which impact on the safety and efficiency of personnel; recommending appropriate measures to eliminate or control hazardous operating procedures; and conducting follow-up inspections to ensure violations and hazards are corrected. • Develop and provide technical safety training/instruction covering a range of work operations areas, such as traffic safety techniques, proper storage of hazardous materials, common industrial hazards, confined space, lockout/tag out and building evacuation procedures.
Emergency and Security Management Specialist	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in related field • 15 years of experience in emergency management, continuity of operations and security <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience 	<ul style="list-style-type: none"> • Provide technical support for emergency management, continuity of operations and security • Support development of EM-LA programs including coordinated emergency management at EM-LA facilities, environmental management contractor operational control area facilities, and areas where environmental contractors have site cleanup outside of operational control areas.

	<ul style="list-style-type: none"> • Knowledge of DOE O 150.1A, 151.1C, 420.1C, DOE O 470 Series 	
Safety Engineer	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in related field • 10 years of experience in integrated safety management, safety culture, and/or safety conscious workenvironment <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience • Knowledge of DOE O 420.1C, 450.2 	<ul style="list-style-type: none"> • Provide technical support to implement internal safety policies and procedures to ensure compliance with best practices • Develop and oversee Safety Campaigns with focus on developing a strong Safety Culture • Review industrial safety indicators, e.g., accident rates, for operations and recommends corrective actions • Support assessment and audit activities to minimize industrial risks and nuclear safety hazards and follow up on corrective actions in order to ensure compliance with best practice standards
Administrative Assistant	<p>Required:</p> <ul style="list-style-type: none"> • Associate’s degree in related field • Or 3 years of business office experience • 3 years of technical writing experience 	<ul style="list-style-type: none"> • Perform administrative business support including answering phones, scheduling appointments and meetings, operating reproduction machines; filing correspondence and miscellaneous documentation; distributing mail; inventorying and managing government property; inventorying and managing project records; creating files; timekeeping; data entry; and other administrative functions as assigned. • Prepare, maintain, modify, and file multitude of written communication documents including letters, memorandums, policies, plans, and procedures.
Project Controls Engineer	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in related field • 10 years of project management experience <p>Preferred:</p> <ul style="list-style-type: none"> • Project Management Institute Project Management Professional Certification 	<ul style="list-style-type: none"> • Provide project management support including analysis of monthly Earned Value Management Systems (EVMS) performance data including schedule variances and cost variances and identify trends • Provide cost and schedule impact analysis support and recommendations for improvement performance and impacts to lifecycle baseline

	<ul style="list-style-type: none"> • DOE environmental remediation project management experience • Knowledge of DOE O 413.3B 	<ul style="list-style-type: none"> • Assist in development, planning, and execution of approved Capital Asset Projects including Critical Decision approval documents, project execution plans, and integrated project teams with tailoring as appropriate • Evaluate baseline change proposals for quality and completeness • Maintain the EM-LA Lifecycle Baseline • Participate in budget planning scenarios
Scheduler	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field • 10 years of project management experience with focus on schedule development and maintenance • Expert level skill in Primavera P6 Schedule software <p>Preferred:</p> <ul style="list-style-type: none"> • Project Management Institute Project Management Professional Certification • DOE environmental remediation project management experience • Knowledge of DOE O 413.3B 	<ul style="list-style-type: none"> • Maintain lifecycle baseline schedule and execute various schedule scenarios and provide impact analysis • Provide project management support including analysis of monthly Earned Value Management Systems (EVMS) performance data including schedule variances and cost variances and identify trends • Provide cost and schedule impact analysis support and recommendations for improvement performance and impacts to lifecycle baseline • Assist in development, planning, and execution of approved Capital Asset Projects including Critical Decision approval documents, project execution plans, and integrated project teams with tailoring as appropriate • Evaluate Baseline Change Proposals for schedule reasonability
Cost Estimator	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field and 15 years of cost estimating experience • Or advanced degree in related field with 10 years of cost estimating experience • Certified Cost Estimating credential <p>Preferred:</p>	<ul style="list-style-type: none"> • Review cost estimates associated with baseline change proposals and contract modifications from the prime contractor, • Validate cost estimate for reasonableness including stochastic to determinist costs as appropriate, • Provide annual Environmental Liability calculations • Create LANL-EM Specific Labor Cost Library, DOE Prime Contractor Specific Direct Cost Library, desk

	<ul style="list-style-type: none"> • DOE environmental remediation project experience • Knowledge of DOE O 413.3B 	<p>top instructions for putting together Independent Cost Estimates for EM-LA specific projects, process flow charts, estimate tracking information and metrics collection documentation standards, Project definitions and instruction on the methodology and use of estimate indirect costs</p>
Risk Management Specialist	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field • 15-20 years of project management experience with focus on risk analysis and mitigation or related field <p>Preferred:</p> <ul style="list-style-type: none"> • Project Management Institute Project Management Professional Certification • DOE environmental remediation project management experience • Knowledge of DOE O 413.3B 	<ul style="list-style-type: none"> • Maintain the Federal Risk Register and Environmental Liability for the environmental program lifecycle • Review, analyze, update the status for federal risk register to included risk avoidances and mitigations, • Review, analyze, and update all federal project related program risks to derive EM contingency amounts at the 80% confidence level for execution of Capital Asset Projects. • Provide oversight of the Contractor risk management system
Public Affairs Specialist	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field • 10 years of experience in public affairs or related communication/media field. <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience 	<ul style="list-style-type: none"> • Provide expertise in public affairs activities associated with EM-LA local, State and Federal stakeholders. • Write and distribute weekly reports on public affair activities to DOE HQ, briefings to EM-LA stakeholders, coordination of site tours, maintenance of the EM-LA website content, and ensuring consistency of the message to all stakeholders • Coordinates and tracks required EM-LA documents through approval process with DOE Headquarters Communications and Management offices
NNMCAB Executive Director	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field • 10-15 years of experience of organizational development and administration of non-government organizations including event planning • 5 years or more experience operating a Citizens Advisory Board organization. 	<ul style="list-style-type: none"> • Provide daily administration of the NNMCAB (that may require travel) for the CAB bi-monthly board meetings, committee meetings, and other working groups to include a minimum of six (6) bi-monthly meetings or meetings, workshops, seminars, field trips, tours of Los Alamos National Laboratory (LANL), national meetings, committee and subcommittee meetings of all standing committees (presently two) and ad-hoc committees.

	<ul style="list-style-type: none"> Experienced in successful facilitation for environmental issues and working groups consisting of Federal, NM State, and Pueblo governments and government representatives. Must be unbiased in execution of duties with no conflicts of interest. Working knowledge of US Federal and NM State environmental laws and regulations. <p>Preferred:</p> <ul style="list-style-type: none"> At least 5 years of experience of serving as an Executive Director of a CAB 	<ul style="list-style-type: none"> Serve as the CAB liaison for the CAB chairs, members, and contractor administrative staff with EM-LA and EM Headquarters Provide facilitation at monthly NRDA Trustee Council Meetings and Conference Calls. Provide all other facilitation services as required.
<p>NNMCAB Program Analyst</p>	<p>Required:</p> <ul style="list-style-type: none"> Bachelor's degree in related field 5 years of experience of administration of non-government organizations Experience setting up and running IT capabilities required for public meetings 	<ul style="list-style-type: none"> Support daily administration of the NNMCAB Support CAB liaison activities for the CAB chairs, members, and contractor administrative staff with EM-LA and EM Headquarters
<p>Records Manager</p>	<p>Required:</p> <ul style="list-style-type: none"> Bachelor's degree in related field 10-15 years of experience of Federal records management <p>Preferred:</p> <ul style="list-style-type: none"> Certificate for Federal Records Management from National Archives and Records Administration Knowledge of DOE O 206.1, 241.1B, 251.1C, 471.1B, 471.3, 471.6, and 475.2B 	<ul style="list-style-type: none"> Provide experienced technical support for all EM-LA Records Management, Privacy Act (PA), and Freedom of Information Act (FOIA) activities Establish a compliant NARA Records Management System for EM-LA. Create and maintain electronic records Content Server database, file plans, Coordinate requirements and assist in resolving conflicts between support programs, field office records management program, and federal agency orders, policies, and procedures Researches, develop, and present records management policies and procedures to DOE management and ensure program effectiveness and regulatory

		<p>compliance</p> <ul style="list-style-type: none"> • Provide ancillary and intermittent support to NNM CAB meetings as requested
<p>Training Coordinator</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field • 10 years of experience related to employee training management <p>Preferred:</p> <ul style="list-style-type: none"> • Experience with DOE training programs including Technical Qualifications Program and Acquisitions Career Management Program 	<ul style="list-style-type: none"> • Provide support for maintaining the EM-LA training program for Federal and support service personnel. • Plan, track, schedule and report training requirements to ensure personnel are in compliance with DOE's Technical Qualification Program and other professional associated certifications per EM-LA training policies.
<p>Issues Management Coordinator</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in related field • 10 years of experience related to issues management, corrective actions, and casual analysis <p>Preferred:</p> <ul style="list-style-type: none"> • DOE environmental remediation project experience 	<ul style="list-style-type: none"> • Maintain activity, audit, and surveillance logs; • Develop, operate, and maintain Issues Collection and Evaluation database to perform trend analysis and tracking of corrective action completion status, regulatory finding status, and management assessment finding status • Reports on progress to attain completion of issues tracked in database
<p>WIT SME</p>	<p>Required:</p> <ul style="list-style-type: none"> • Have an working level understanding of program/project management/ controls theory and application in a multiyear/ contractor government site with multiple funding streams and a yearly site budget >\$200M. • Have a minimum of 5 years' experience working with complex >\$200M governmental program/lifecycle baselines. • Have a working level understanding of DOE Orders and federal laws concerning project management, budget development, cost estimating, risk management and other accepted project management principles. • Have a minimum of 3 years' experience complying with DOE Orders and federal laws concerning project management, budget development, cost estimating, risk 	<ul style="list-style-type: none"> • Provide expert On-Site and Off Site Technical Support for the WIT Tool including annual budget scenarios, schedule integration, lifecycle baseline scenarios, risk management, baseline management, strategic planning, and training of the WIT tool to EM-LA personnel.

	<p>management and/or other accepted project management principles outlined in the PMBOK.</p> <ul style="list-style-type: none"> • Have a minimum of 3 years’ experience conducting compliance reviews on contract baselines >\$200Million, project baselines >\$100Million, earned value systems in DOE, and other program/project management baseline components. • Have a minimum of 3 years’ experience writing documents, drafting letters/memorandums, preparing presentations and strategically communicating at a government site, at the management/senior management level. • Have an expert understanding of lifecycle baselines, annual budgetary planning for DOE operations and capital projects. • Have an expert understanding of WIT (InVizion Analyzer) and its interface with other technical programs (Primavera, etc.). <p>Preferred: Have WIT industry certification. Minimum Certified InVizion Associate, Certified InVizion Integrator is preferred.</p>	
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Note: All Labor Qualifications listed above are subject to adjustment throughout the Contract period. When and if positions become vacant, and if applicable, DOE and the Contractor will negotiate in good faith an adjustment to the Contractor’s direct labor rates to appropriately reflect the revised Labor Qualifications.

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-4

GOVERNMENT FURNISHED PROPERTY AND INFORMATION LIST

RESERVED

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-5

ACRONYM LIST

Acronym	Description
AEA	Atomic Energy Act
ADR	Alternative Dispute Resolution
ASME	American Society of Mechanical Engineers
BCP	Baseline Change Proposal
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer Representative
CIH	Certified Industrial Hygienist
CPARS	Contractor Performance Assessment Reporting System
CGP	Construction General Permit
DEAR	Department of Energy Acquisition Regulation
DDFO	Deputy Designated Federal Official
DOE	Department of Energy
DPLH	Direct Productive Labor Hours
DNFSB	Defense Nuclear Facilities Safety Board
DOECAP	DOE Consolidated Audit Program
DOT	Department of Transportation
DSA	Documented Safety Analysis
EEO	Equal Employment Opportunity
EFT	Electronic Funds Transfer
EIT	Electronic and Information Technology
EM	Office of Environmental Management
EM-LA	Environmental Management – Los Alamos Field Office
EMCBC	Environmental Management Consolidated Business Center
EPA	Environmental Protection Agency
ER	Environmental Restoration
EVMS	Earned Value Management System

FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
FTR	Federal Travel Regulations
GAO	Government Accountability Office
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GSA	General Services Administration
HWFP	Hazardous Waste Facility Permit
ICE	Independent Cost Estimate
ICE	Issues Collection and Evaluation
IG	Inspector General
Inc.	Incorporated
IPT	Integrated Project Team
ISMS	Integrated Safety Management System
JV	Joint Venture
LANL	Los Alamos National Laboratory
LANS	Los Alamos National Security LLC
LCB	Lifecycle Baseline
LLC	Limited Liability Corporation
M&O	Management and Operating
MSGP	Multi-Sector General Permit
MSHA	Mining Safety and Health Administration
NAICS	North American Industrial Classification System
NRDA	Natural Resource Damage Assessment
NNMCAB	Northern New Mexico Citizens Advisory Board
NDE	Nondestructive Examination
NEPA	National Environmental Policy Act
NMED	New Mexico Environmental Department
NNSA	National Nuclear Security Administration
NPDES	National Pollutant Discharge Elimination System
NRC	Nuclear Regulatory Commission
NTP	Notice to Proceed
QA	Quality Assurance
QAP	Quality Assurance Program
QC	Quality Control

OCI	Organizational Conflict of Interest
OSHA	Occupational Safety and Health Administration
ORFSC	Oak Ridge Financial Service Center
PA	Privacy Act
PEP	Project Execution Plan
PDP	Performance Demonstration Program
PPE	Personal Protective Equipment
PIV	Personal Identity Verification
PM	Project Manager
PWS	Performance Work Statement
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposal
RIDS	Records Inventory and Disposition Schedule
ROD	Record of Decision
RMP	Risk Management Plans
SAM	System for Award Management
SBA	Small Business Administration
SF	Standard Form
SQA	____ Quality Assurance
SQL	Structured Query Language
STP	Site Treatment Plan
TAC	Technical Assistance Contract or Contractor
T&M	Time-and-Materials
TO	Task Order
TQP	Technical Qualification Program
TRU	Transuranic
TSDF	Treatment Storage Disposal Facility
TSR	Technical Safety Requirement
TSCA	Toxic Substances Control Act
U.S.C	United States Code
USQ	Unresolved Safety Question
VARs	Variance Analysis Reports
VE	Visual Examination
VIPERS	Vendor Inquiry Payment Electronic Reporting System
VOC	Volatile Organic Compound
WIPP	Waste Isolation Pilot Plant

WIT	What If Tool
WM	Waste Management
WSHP	Worker Safety and Health Plan

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-6

SERVICE CONTRACT ACT WAGE DETERMINATION

EM Los Alamos Field Office Technical Assistance Contract (EM-LA TAC)
DE-EM0004847

WD 15-2361 (Rev.-1) was first posted on www.wdol.gov on 09/06/2016

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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.: 2015-2361
Daniel W. Simms | Division of | Revision No.: 1
Director | Wage Determinations | Date Of Revision: 09/01/2016
    
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was 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 \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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, 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
01035 - 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
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

EM Los Alamos Field Office Technical Assistance Contract (EM-LA TAC)
DE-EM0004847

01410 - Supply Technician	18.60
01420 - Survey Worker	14.01
01460 - Switchboard Operator/Receptionist	11.02
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

EM Los Alamos Field Office Technical Assistance Contract (EM-LA TAC)
DE-EM0004847

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

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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

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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 Contditiioning 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 - Pneudraulic 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

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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 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

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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
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 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 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 employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading 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

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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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT J-7 PERFORMANCE GUARANTEE AGREEMENT

*****ONLY TO BE COMPLETED IF OFFEROR IS A JOINT VENTURE, LIMITED LIABILITY COMPANY, OTHER SIMILAR ENTITY OR A NEWLY FORMED ENTITY**

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-SOL-0010342 for the provision of EM-LA Technical Support Services Contract (the "Contract") dated 11/04/2016, by and between the Government and S&K Logistics Services, LLC (Contractor), the undersigned, S&K Technologies, Inc.

(Guarantor), a corporation incorporated in the State of Montana with its principal place of business at 63066 Old Highway 93; St. Ignatius, MT 59865 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date) 12/01/2016.

S&K Technologies, Inc.

Scott Colton, Chief Financial Officer

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF GUARANTOR
AUTHORIZED TO AFFIX CORPORATE SEAL