SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 / 343

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	89304018REM000005	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	07/19/2018	

7. ISSUED BY CODE 00603

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352

8. ADDRESS OFFER TO (If other than Item 7)

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

SOLICITATION

9. Sealed offers in original and 3 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 See Bock 7 until 1500 PT (Hour) local time 08/20/2018 (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	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Isidro Chavez Chavez	509	376-6676		isidro_c_chavez@orp.doe.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☒	A	SOLICITATION/CONTRACT FORM	2	☒	I	CONTRACT CLAUSES	16
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	10			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS /WORK STATEMENT	9	☒	J	LIST OF ATTACHMENTS	215
☒	D	PACKAGING AND MARKING	2			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
☒	E	INSPECTION AND ACCEPTANCE	4	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	9
☒	F	DELIVERIES OR PERFORMANCE	4				
☒	G	CONTRACT ADMINISTRATION DATA	8	☒	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	33
☒	H	SPECIAL CONTRACT REQUIREMENTS	23	☒	M	EVALUATION FACTORS FOR AWARD	5

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	Amendment 0001	08/02/2018		
	Amendment 0002	08/02/2018		

15A. NAME AND ADDRESS OF OFFEROR — CODE 6SWK9 — FACILITY

Katmai Health Services, LLC
11001 O'Malley Centre Drive
Suite 204
Anchorage, AK 99515

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

Lindy Dameron, Senior Contracts Manager
Email: LDameron@KatmaiCorp.com
Ph (O): (321) 299-0247

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.			
(321)	299-0247		☐	Lindy Dameron	8/20/2018

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

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

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*
Shelby N. Schuller

27. UNITED STATES OF AMERICA
Sign: Nicole Schuller (Contracting Officer)
Digitally signed by Shelby N. Schuller
Date: 2018.11.20 12:55:22 -08'00'

28. AWARD DATE

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

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶ RATING

2. CONTRACT *(Proc. Inst. Ident.)* NO.
89304019DEM000008

3. EFFECTIVE DATE
See Block 20C

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
19EM000223

5. ISSUED BY CODE 893040

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352

6. ADMINISTERED BY *(If other than Item 5)* CODE 00603

Office of River Protection
U.S. Department of Energy
Office of River Protection
2440 Stevens Center Place
Richland WA 99354

7. NAME AND ADDRESS OF CONTRACTOR *(No., Street, City, Country, State and ZIP Code)*

Katmai Health Services, LLC
Attn: Cynthia Vanden Berg
11001 O'Malley Centre Dr Ste 204
Anchorage AK 99515

CODE 078629269 FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER *(See below)*

9. DISCOUNT FOR PROMPT PAYMENT
NET 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM

11. SHIP TO/MARK FOR CODE 00603

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352

12. PAYMENT WILL BE MADE BY CODE 00524

OR for ORP
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 6017
Oak Ridge TN 37831

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				

15G. TOTAL AMOUNT OF CONTRACT ▶ $49,998,327.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	63
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	13	X	J	LIST OF ATTACHMENTS	79
X	D	PACKAGING AND MARKING	22			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	24		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	28				
X	G	CONTRACT ADMINISTRATION DATA	32		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	40		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR' S NEGOTIATED AGREEMENT (*Contractor is required to sign this document and return* _____ *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the followin documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

18. ☒ AWARD (*Contractor is not required to sign this document.)* Your offer on Solicitation Number 89304018REM000005, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER *(Type or print)*

20A. NAME OF CONTRACTING OFFICER
Shelby N. Schuller

19B. NAME OF CONTRACTOR

BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

BY _____
(Signature of the Contracting Officer)

20C. DATE SIGNED
11/20/2018

NAME OF OFFEROR OR CONTRACTOR
Katmai Health Services, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 078629269 The United States Department of Energy, Office of River Protection, requires technical support services at the Hanford Site in Richland, Washington. This is a Small Business competitive 8(a) contract. The Small Business Administration (SBA) has approved this acquisition. This is an Indefinite-Delivery-Quantity Contract with Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) Task Orders. IDIQ - Hanford Site Technical Services The overall minimum for this contract is: $3,500.00 The minimum is guaranteed The overall maximum for this contract is: $49,998,327.00 The minimum amount for an order against this contract is: $3,500.00 FOB: Destination Period of Performance: 11/20/2018 to 11/19/2019				
00001	Base Period- Technical Support Services Indefinite Delivery/Indefinite Quantity Line item value is: $0.00 Delivery: 11/19/2019				8,000,000.00
00002	Option Year 1- Technical Support Services Indefinite Delivery/Indefinite Quantity Amount: $20,549,659.50(Option Line Item) Line item value is: $20,549,659.50 Delivery: 11/19/2020				20,549,659.50
00003	Option Year 2- Technical Support Services Indefinite Delivery/Indefinite Quantity Amount: $21,448,667.50(Option Line Item) Line item value is: $21,448,667.50 Delivery: 11/19/2021				21,448,667.50

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

Table of Contents

B.1 TYPE OF CONTRACT – SERVICES BEING ACQUIRED 2
B.2 CONTRACT LINE ITEM STRUCTURE AND FIXED HOURLY RATES 2
B.3 NON-LABOR COST – INDIRECT CEILING RATE 5
B.4 GUARANTEED MINIMUM AND MAXIMUM IDIQ CEILING 5
B.5 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014) 6
B.6 AVAILABILITY OF APPROPRIATED FUNDS 6
B.7 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS) 6

B.1 TYPE OF CONTRACT – SERVICES BEING ACQUIRED

(a) This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) task orders will be issued in accordance with clause H.4, Ordering Under a Multiple Award Contract, and utilizing the fully-burden rates contain in Section J, Attachment J-1, IDIQ Labor Category Qualifications. Task order type shall be determined and issued at the Contracting Officer's discretion consistent with the guidelines provided in Part 16 of the FAR. Performance-based task orders will be used to the maximum extent practicable.

(b) The U.S. Department of Energy (DOE) Hanford Site is awarding four (4) IDIQ Contract(s) to 8(a) firms.

(c) The IDIQ contract will provide technical support services in environmental remediation, and related technical and administrative program management support expertise and assistance in carrying out responsibilities to plan, direct and oversee design, construction, environmental remediation, cleanup and operation of government facilities to support the DOE Hanford Site.

(d) The North America Industry Classification System (NAICS) code that applies to the principal nature of this acquisition include:

(1) 541620 Environmental Consulting Services,

(2) Subcomponents NAICS Codes: 541330 Engineering; 541618 Management Consulting Services; and 541690 Other Scientific and Technical Consulting Services.

(e) The DOE Hanford Site shall order from the Contractors all services as set forth herein Section C during the term of this contract through the use of competed individual task orders placed against this IDIQ contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering FFP and T&M/Labor Hour. In general, these terms and conditions are clear on their face with regard to applicability.

B.2 CONTRACT LINE ITEM STRUCTURE AND FIXED HOURLY RATES

(a) Task orders shall be proposed and awarded against the following CLINs:

CLIN NUMBER	ITEM DESCRIPTION	PERIOD OF PERFORMANCE
00001	Hanford Site Technical Support Services – Base Period	1 year from date of award
00002	Hanford Site Technical Support Services – Option Period I	1 year

00003	Hanford Site Technical Support Services – Option Period II	1 year

- Total value of services shall not exceed $49,998,327.00

(b) The Offeror shall complete and submit labor categories, and corresponding fully burdened hourly rates (maximum, not reflecting discount), and skill levels meeting the qualifications in Section J, Attachment J-1 and corresponding fully burden hourly rates are applicable to work performed under this contract for the applicable period of performance:

Table B.1: Fully Burdened Hourly Rates (On Site):

Labor Category	11/20/2018 - 11/19/2019	11/20/2019 - 11/19/2020	11/20/2020 - 11/19/2021
Executive Consultant III			
Executive Consultant II			
Executive Consultant I			
Management Consultant III			
Management Consultant II			
Management Consultant I			
Consultant III			
Consultant II			
Consultant I			
Project Manager III			
Project Manager II			
Project Manager I			
Technical Specialist III			
Technical Specialist II			
Technical Specialist I			
Analyst III			
Analyst II			
Analyst I			
Engineer III			
Engineer II			
Engineer I			
Quality Specialist III			
Quality Specialist II			
Quality Specialist I			
Safety Specialist III			
Safety Specialist II			
Safety Specialist I			
Designer III			

Designer II	
Designer I	
Technical Editor	
Construction Site Inspector II	
Construction Site Inspector I	

Table B.2: Fully Burdened Hourly Labor Rates (Off Site):

Labor Category	11/20/2018 - 11/19/2019	11/20/2019 - 11/19/2020	11/20/2020 - 11/19/2021
Executive Consultant III			
Executive Consultant II			
Executive Consultant I			
Management Consultant III			
Management Consultant II			
Management Consultant I			
Consultant III			
Consultant II			
Consultant I			
Project Manager III			
Project Manager II			
Project Manager I			
Technical Specialist III			
Technical Specialist II			
Technical Specialist I			
Analyst III			
Analyst II			
Analyst I			
Engineer III			
Engineer II			
Engineer I			
Quality Specialist III			
Quality Specialist II			
Quality Specialist I			
Safety Specialist III			
Safety Specialist II			
Safety Specialist I			
Designer III			

Designer II	
Designer I	
Technical Editor	
Construction Site Inspector II	
Construction Site Inspector I	

(c) The Contractor shall be reimbursed under T&M task orders for the cost of materials, supplies, equipment, travel, or other direct costs in accordance with the applicable cost principles contained in the contract clause 52.216-7, *ALLOWABLE COST AND PAYMENT*. The total estimated cost of materials, supplies, equipment, travel, or Other Direct Costs (ODCs) for this contract (as proposed and authorized in the applicable task order) for each year of this contract is incorporated in Table B.2 below:

Table B.3: Travel and ODCs for the Performance Period:

	Base Period	Option Period I	Option Period II	Total
Travel	$47,600	$47,600	$47,600	$142,800
ODCs	$6,000	$6,000	$6,000	$18,000

B.3 NON-LABOR COST – INDIRECT CEILING RATE

The Contractor is entitled to apply an indirect rate to all non-labor costs for any issued Time-and-Materials Task Orders in accordance with the ceiling rates provided in the table below. The percentage specified is considered a ceiling rate. The Contractor's actual rates, up to the ceiling rate, will be applied for any issued Time-and-Material Task Orders. 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.

Table B.4: Indirect Ceiling Rate for the Performance Period:

	Base Period	Option Period I	Option Period II
Ceiling Rate			
Description of Allocation Base (e.g. Material, Subcontract, etc.)	All non-labor costs, ODC's, Travel, Materials, and Subcontract Cost	All non-labor costs, ODC's, Travel, Materials, and Subcontract Cost	All non-labor costs, ODC's, Travel, Materials, and Subcontract Cost

B.4 GUARANTEED MINIMUM AND MAXIMUM IDIQ CEILING

As required by FAR 16.504(a)(4)(ii), the minimum and maximum quantities for task orders issued against this IDIQ contract are as follows:

Minimum: The minimum dollar amount for this IDIQ contract is $3,500.00 to be obligated through the award of competitive task orders.

Maximum: The maximum dollar amount for this IDIQ contract is $49,998,327.00. The total amount for all IDIQ orders combined across all awarded contracts under the Multiple Award IDIQ shall not exceed $49,998,327.00.

B.5 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)

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 and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

To Be Determined on a Task Order basis. No funding will be obligated to the IDIQ Contract.

Table B.5: Task Order Obligation of Funds (Time and Material/Labor Hour)

Table will be filled out by CO/CS as task orders are issued:

Task Order #	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished	Task Order #

- Table to be completed by CO/CS as task orders are issued/modified.

B.6 AVAILABILITY OF APPROPRIATED FUNDS

The duties and obligations of the DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress, which DOE may legally spend or obligate for such authorized purposes. Any work performed that exceeds funds obligated by task order and specific limitations identified in contract modifications without the written consent of the DOE Contracting Officer shall be at the Contractor's risk.

B.7 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS)

(a) This contract's fixed-price task orders issued under CLINs 01000, 02000, and 03000 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders issued under CLINs 01000, 02000, and 03000 may be incrementally funded; and if a task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the task order will be the lower of the amount of funds allotted to the task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each task order there is:

(1) a fixed price for the action;

(2) a fixed amount of work that corresponds to the fixed price;

(3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;

(4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;

(5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

(6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each task order:

(1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the task order;

(2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price task orders included in this contract:

(A) the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and

(B) the specific risk that in the event of termination of an incrementally funded task order before the task order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price task order is the allotted funds for the task order, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.

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

(4) if funds become available and the Government's need continues, the Government will allot funds periodically to the task order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

(5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph

(n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each task order:

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

(2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

(3) If the Government meets the entire Planned Funding Schedule,

(A) the cumulative amount of funds allotted will equal the task order's fixed price; and

(B) the Contractor must provide the work the contract requires for the task order.

(d) The Planned Funding Schedule for each task order is in paragraph (m) of this clause. The sum of the planned funding for each task order equals the fixed price of the task order.

(e) The Contractor may bill against a task order only after the Government has allotted funds to the task order and the Contractor has delivered the services and earned amounts payable for the task order.

(1) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.

(2) If the Contractor does not perform the contract's requirements for the task order, it must return the amounts that it billed that the Government reimbursed.

(f) If during the course of this contract the Government is allotting funds to a task order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that task order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:

(1) The Government's and the Contractor's obligations under the contract for the task order—with the exception that the Government's obligation for the task order is limited to the total amount of funds allotted by the Government to the task order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the task order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that task order; and neither the fixed-price for the task order nor any other term or condition of the contract will be affected due to the task order's being incrementally funded.

(A) The Contractor agrees, for example, if the Government allots funds to a task order per or earlier than all of the funding dates in the Planned Funding Schedule for the task order, the Government has met all of its obligations just as if the task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the task order were fully funded as of the time of contract execution, while at the same time the Contractor

is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contactor earns amounts payable at any time in performing work for the task order that exceed the total amount of funds allotted by the Government to the contract for the task order:

i. it (not the Government) will be liable for those excess amounts payable
ii. it will remain liable for its obligations under every term or condition of the contract; and
iii. if it fulfills all of its obligations for that task order and the Government allots funds to the task order equal to the task order's fixed price, the Government will pay it the fixed price for the task order and no more.

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

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

(1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.

(2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the task order.

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

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

(1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that task order;

(2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;

(3) if the Government subsequently terminates the task order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

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

(1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the task order; and
(2) The Contractor is not obligated to continue performance under this contract related to the task order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the task order.

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

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

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

(m) Funding Schedule:

The following table and requisite information shall be inserted by the Government in each incrementally funded FFP task order:

Table B.6: Task Order Obligation of Funds (Fixed Price)

Table will be filled out by CO/CS as task orders are issued.

[TBD in each Incrementally Funded Task Order]

Task Order #	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

PART I - SCHEDULE
SECTION C – DESCRIPTION/SPECS/WORK STATEMENTS

PERFORMANCE WORK STATEMENT (PWS)

HANFORD SITE TECHNICAL SUPPORT SERVICES

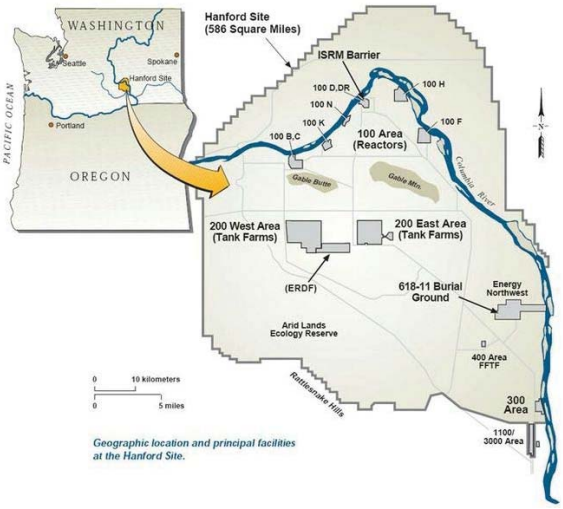
Table of Contents

C.1 BACKGROUND 2
C.2 CONTRACT OBJECTIVE AND OVERVIEW 3
C.3 SCOPE OF WORK 3
C.4 DELIVERABLES 5
C.5 PERIOD AND PLACE OF PERFORMANCE 6
C.6 SAFETY 6
C.7 QUALITY ASSURANCE REQUIREMENTS 6
C.8 SECURITY 6
C.9 TRAVEL 8
C.10 INFRASTRUCTURE 8

C.1 BACKGROUND

(a) The Hanford Site:

Figure C.1-1
Hanford Site



(1) The 580 square-mile Hanford Site, located in southeast Washington state (illustrated in Figure C.1), was established in the 1940s as a plutonium production complex for the Manhattan Project. Throughout Hanford's more than 40 years of operation, byproducts of plutonium production have accumulated to become this country's largest environmental cleanup project. In 1989, the Department of Energy (DOE), the U.S. Environmental Protection Agency (EPA), and the State of Washington Department of Ecology signed the *Hanford Federal Facility Agreement and Consent Order,* commonly known as the Tri-Party Agreement (TPA), which codifies the DOE's commitment to clean up the Hanford Site. The TPA outlines legally enforceable project milestones for Hanford cleanup over the next several decades.

The Hanford Site is currently managed by three DOE field offices, the Office of River Protection (ORP), the Richland Operations Office (RL), and the Pacific Northwest Site Office (PNSO). ORP has responsibility for the River Protection Project, which includes management of the 177 underground tanks of high-level and low-level liquid radioactive waste, and construction of the Waste Treatment and Immobilization Plant (WTP). RL has responsibility for the remainder of the Hanford Site, which includes cleanup of the river corridor, cleanup and ongoing waste management operations in the central plateau, and providing a variety of crosscutting site services [e.g., utilities, security, information technology, fire department, emergency management, occupational medical services, etc.]. The PNSO provides contract management and oversight on behalf of DOE's Office of Science for Pacific Northwest National Laboratory (PNNL). Located in north Richland, PNNL's main campus includes modern facilities and world-renown researchers engaged in advancing scientific discovery and finding solutions to the nation's toughest challenges in energy resiliency and national security. PNSO also provides management and oversight of PNNL's Marine Sciences Laboratory in Sequim, Wash., and research offices in Seattle, Portland and College Park, Maryland.

(2) Approximately 9,000 personnel currently work on or near the Hanford Site. These personnel are employed by a diverse group of site prime contractors, numerous site major subcontractors and DOE. Examples of cleanup work scope ongoing on site include the following:

- Facility decontamination, decommissioning and destruction,
- Stabilization of storage of nuclear materials in a variety of forms,
- Processing and storage of radioactive, chemical and/or mixed wastes,
- Soil and groundwater remediation involving a variety of radiological and chemical waste streams.

(b) Office of River Protection Project:

(1) ORP was established by Congress in 1998, as an independent office at the DOE Site in eastern Washington state with the exclusive focus of remediating and solving the DOE's tank cleanup challenges. ORP's mission is to protect the Columbia River by safely cleaning up radioactive and chemical waste contained in underground storage tanks located at the DOE Site. The waste at the DOE Site is the result of more than four decades of reactor operations and plutonium production for national defense and includes 56 million gallons of waste stored in 177 underground tanks located within 7 miles of the Columbia River, including 149 single steel liner tanks that are decades beyond their design life. The cleanup of this legacy waste is now a national priority and part of closing the circle on the nation's nuclear weapons production cycle.

(c) Richland Operations Project:

(1) RL works towards protecting the workers, public, and environment by further reducing risk, providing the necessary infrastructure for continued safe and effective cleanup operations, and restoring Hanford lands for future access and use. The Richland office oversees work performed by contractors, as well as site infrastructure needs and many other programs that are necessary to ensure the safety of Hanford cleanup.

(d) In order to fulfill Hanford Site mission, DOE relies upon support contractors to supply world-class customer service delivered by high-quality, highly qualified, team oriented experts dedicated to the advancement, maintenance and implementation of effective and efficient program and services using teamwork to enhance the work process; accomplish the task on time using initiative, innovation, and cost consciousness; and provide the highest quality customer service.

C.2 CONTRACT OBJECTIVE AND OVERVIEW

DOE Hanford Site objective is to award an Indefinite Delivery, Indefinite Quantity (IDIQ) contract to contractors who can provide the high level contract support—as described below—for the restoration and remediation of a contaminated environment. This Performance Work Statement (PWS) fulfills requirements to complement and support Hanford Site's mission. To meet these requirements, the contractor shall provide the specialized knowledge and skill sets articulated in the task orders related to all technical support activities involving engineering services, management consulting services, and hazardous waste collection and treatment.

C.3 SCOPE OF WORK

(a) The scope of this contract is to provide highly qualified professionals, as detailed below required to assist DOE Hanford Site in accomplishing its mission.

(1) Contractor shall furnish highly-qualified, team oriented, cost conscious, innovative professionals, technical and subject matter experts, as needed, for the DOE Hanford Site, to provide the services as expressly set forth in this contract and any task order as furnished by the Contracting Officer (CO) and otherwise do all things necessary for, or incidental to, the performance of task order issued under this contract to accomplish the objectives and requirements of Section C, *DESCRIPTION/SPECS/WORK STATEMENTS*. The Contractor shall receive orders to accomplish the task for the period stipulated in the Task Order. All work under this contract shall be performed under task orders issued and authorized as detailed in Section H.4, *ORDERING UNDER A MULTIPLE AWARD CONTRACT (OCT 2014) - REVISED*, including, but not limited to, separately defined and detailed tasks in the following functional areas:

(1) Advisory and Assistance
(2) Accident Investigation Support
(3) Analytical Studies
(4) Assessments
(5) Audits
(6) Authorization Basis Support
(7) Communications Support
(8) Congressional Visit Support
(9) Construction Oversight Support
(10) Construction Project Reviews
(11) Construction Site Inspectors
(12) Contingency Planning
(13) Corrective Action Program
(14) Cost Estimating Support
(15) Data Analysis Support
(16) Decision Analysis Support
(17) Design Review Support
(18) Directives Management Support
(19) Electronic Suspense Tracking Support
(20) Emergency Preparedness
(21) Employee Concerns Program Support
(22) Engineering Oversight Support
(23) Environmental Assessments
(24) Environmental Impact Statements
(25) Environmental Management Support
(26) Environmental Permitting Support
(27) Environmental Remediation Support
(28) External Audit Coordination
(29) Facility Engineering
(30) Freedom of Information Act
(31) Glass Science
(32) Graphics Support
(33) Ground Water/Vadose Zone Support
(34) Hazard and Other Waste Collection
(35) Hazard Analysis
(36) High Energy Particulate Air Filter Testing
(37) Independent Engineering Assessment
(38) Integrated Assessment
(39) Integrated Safety Management
(40) Internal Audit Support
(41) Internet Webpage Design/Maintenance
(42) Issue Resolution and Management
(43) Lessons Learned
(44) Logistical Support
(45) Management Assessment and Consulting
(46) Media Coordination
(47) Mentoring
(48) National Environmental Policy Act
(49) Nuclear Safety
(50) Operational Readiness Reviews
(51) Peer Review
(52) Performance Analysis
(53) Price Anderson Amendment Act
(54) Professional Development
(55) Program Management
(56) Project Controls Support
(57) Project Planning Support
(58) Project Scheduling
(59) Public Affairs Support
(60) Public Involvement Specialist
(61) Quality Assurance Support
(62) Radiological Controls Program
(63) Readiness Assessments
(64) Risk Management
(65) Safety Analysis Training
(66) Safety Basis
(67) Safety Culture Improvement Support
(68) Safety Evaluation
(69) Strategic Planning
(70) Technical Editing/Writing
(71) Technical Training
(72) Technical Qualification Program
(73) Testing Laboratory Support
(74) Trending and Analysis
(75) WTP Certification/Verification Planning
(76) WTP Startup/Commissioning
(77) WTP Readiness Verification

(2) All contact personnel proposed shall meet the required qualifications set forth in the personnel qualifications as detailed in Section J Attachment 1 or as identified within each task order. The nature of the tasks in each task order shall dictate the number, type, and essential skills for contractor personnel.

(3) Contractor employees shall present a professional appearance at all times, and their conduct shall not discredit the United States Government. The Government, at its sole discretion, may direct the contractor to remove any contractor employee from the Government facilities for

misconduct, security reasons, or failure to perform. Removal of contractor personnel does not relieve the contractor of the responsibility to continue providing the services required under any task order awarded. The CO may provide the contractor with a written explanation to support any request to remove an employee, if requested.

(4) All contractor personnel shall be required to sign DOE Hanford Site non-disclosure agreements. During the performance of task orders, contractor personnel may be exposed to or required to use Government information, as well as proprietary information belonging to other contractors. The Contractor shall ensure that use said information only to meet the requirements of this contract or task order. The Contractor shall not disseminate proprietary information or place said information at risk of disclosure unless required by the task order.

(5) The Contractor shall notify the CO of any suspected conflict of interest and provide the plan to mitigate or eliminate the conflict to the satisfaction of the Government.

(6) The Contractor is expected to attract, hire, and retain a quality work force, with minimal turnover in contractor personnel.

(7) In the event the IDIQ existing labor categories does not satisfy a task order requirement, the Government reserves the right to add additional categories to the contract after award.

(8) The labor category minimum degree and/or experience requirements listed in Section J Attachment 1 may be waived by the CO based on written rationale on why proposed contractor personnel has the right combination of education and/or experience to perform the duties described.

(9) The Contractor shall ensure requests for required Hanford Site badge, Common Access Card (CAC), office, computer, etc. requirements are timely.

(10) All services described in this PWS are non-personal services, and the Contractor shall not perform any inherently government functions.

(11) The Government shall retain unlimited rights to all data and deliverables developed at Government Expense. During the period of the contract, documents, records, and associated papers shall be readily available for review per Government request and handed over at the end of the contract if in contractor control, unless directed otherwise by the Government.

C.4 DELIVERABLES

(a) The Contractor shall provide deliverables in the form of reports, analyses, evaluation recommendations, training, and any other deliverables as requested in the scope of task orders issued under the IDIQ contract.

(b) The Contractor shall provide an accurate, complete, and timely contract budget/cost report which includes monthly expenditures and total accruals to include a copy and listing of the current subcontractor invoices. This report shall also provide the budget and cost status of each task order and of the overall contract in a format approved by the Contracting Officer.

(c) For each invoice that is submitted, the Contractor will include copies of all of the time sheets and a report indicating those activities performed by each individual under each task order.

C.5 PERIOD AND PLACE OF PERFORMANCE

The period of performance for the contract shall be 1 base year plus two one-year option periods. If required, task orders will address options individually. Task orders may be up to 12 months in length and may extend up to 12 months past the ordering period. When required, the FAR clause 52.217-8, *OPTION TO EXTEND SERVICES,* will be evaluated with the award of a task order using prorated value of the last year of the task order. The place of performance will be specified in each individual task order.

C.6 SAFETY

(a) The Contractor shall take precautions as required to ensure an accident free performance while performing this contract. The Contractor shall allow Government safety personnel to inspect the Contractor's operation for safety violations at any time during the term of the contract. Prior to the start of any work under assigned task orders, the Contractor must have in place either an approved workers safety and health program or have provided the Contracting Officer with a letter identifying that they will utilize ORP's Federal Employee Occupational Safety and Health Program (TRS-QSH-IP-12 R2, *Federal Employees Occupational Safety and Health Program.*)

The Contractor shall:

- Report, in writing, to the CO within 24-hours of occurrence, all accidents which may arise out of, or in connection with, performance of services required hereunder which results in injury, death, or property damage. Give full detail of accident, including statements from witnesses (if any).

- Require all employees to comply with all safety regulations and requirements imposed by federal, state, and local authorities, and by DOE directives.

- Report to the CO in writing within one hour of occurrence any incident that causes significant disruption of Contractor operations, or notification to DOE personnel of a security or emergency incident to the CO.

C.7 QUALITY ASSURANCE REQUIREMENTS

(a) All work performed under this contract must be in compliance with the requirements set by the Quality Assurance Program Description (ORP-MGT-PM-PL-04.)

(b) Contractor personnel must read and understand the Quality Assurance Program Description (ORP-MGT-PM-PL-04) and complete all required training before any work is conducted. Contractor personnel must complete all qualifications (e.g., assessor, lead assessor) prior to performing work requiring qualification.

C.8 SECURITY

(a) Personnel:

The contractor shall fill out and require each of its employees on this contract to fill out and submit to the Government such forms as may be necessary for personnel identification and site access or other reasons.

(1) All Contractor personnel shall be citizens of the United States of America

(2) All Contractor personnel shall carry and display any DOE issued security badges at all times when performing work for this contract. All security badges will be returned upon the departure of Contractor employees. At the conclusion of the contract all outstanding badges will be returned. Lost or stolen badges will be reported within one business day.

(3) All Contractor personnel shall adhere to local site security requirements and procedures, including participation in required initial employee security briefings and other awareness activities.

A. The Contractor is responsible for the completion and tracking of clearance and badging documentation.

(b) Materials, physical and information security:
The Contractor shall maintain physical security of all Government-owned materials or equipment in its custody. The Contractor shall ensure that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. Keys issued to the Contractor shall not be duplicated without written approval of the CO. The Contractor shall be required to reimburse the Government for replacement of locks or re-keying as a result of the Contractor losing keys. The Contractor shall report the occurrence of lost key immediately, but not later than the next working day to the CO. The Contractor shall prohibit the use of issued keys by any person other than the Contractor's employees.

(1) The Government will maintain strict security and control of all copies of keys issued to the Contractor. The Contractor shall maintain a current record of all persons having possession of keys and the number of copies issued. Any security incident or unauthorized entry noted by the Contractor shall be reported within one hour to the CO for appropriate actions. The Contractor shall provide the CO a written report of responsive actions within one working day. In all instances where materials or property are damaged, lost, or pilfered while in the care, custody, or possession of the Contractor, a full written report of the facts shall be provided. The extent of damage or loss shall also be submitted within 24 hours following the occurrence of discovery to the CO. If official findings show the Contractor is at fault, the Contractor shall be liable for the cost of replacement or repair.

(2) The Contractor shall report to the CO in writing within one hour of discovery all apparent incidents of vandalism, break-in, or burglary that may occur in facilities provided to the Contractor.

(3) The Contractor shall report to the CO in writing within one hour of discovery any instance of unauthorized disclosure of loss of sensitive information.

(4) Contractor employees will be required to complete the Attached J-3 – *CONFLICT OF INTEREST NONDISCLOSURE AGREEMENT FORM* prior to beginning work on

any task order for which they will have access to DOE or contractor proprietary or confidential information.

(c) Security Clearance Requirements:
Depending on the client organization, the Contractor personnel may be required to hold a security clearance.

C.9 TRAVEL

For any required travel, the Contractor will adhere to Federal Travel Regulations governed by 41 Code of Federal Regulations (CFR) Chapter 300-304, which implements statutory requirements and Executive branch policies for travel by federal civilian employees and other authorized to travel at the Government's expense. All travel must be pre-approved by the CO, the Contracting Officer's Representative, or their duly authorized Government representatives.

C.10 INFRASTRUCTURE

(a) Utilities –

The Government will furnish, without charge to the Contractor, utilities from existing sources, which include water, electricity, sewage, heating and cooling. The Contractor shall be responsible for efficient use of all Government-furnished utilities.

(b) Custodial Services –

The Government will provide custodial services and utilities services. The Contractor shall maintain Contractor-occupied areas in a neat and orderly manner.

(c) Government Furnished Equipment and Facilities:

(1) The work will be performed at the Hanford Site and all facilities space, office, furniture, equipment, supplies, communications equipment and reproduction will be provided by the DOE.

(2) The Contractor shall be responsible and accountable for all Government furnished equipment used during this contract. The Contractor shall manage all materials in its control in such manner as to safeguard and protect material from damage. At the completion of the contract, an inventory of equipment shall be conducted by the Contractor and approved by the CO. Equipment not in working order and any discrepancies found beyond normal wear and tear shall be noted. The Contractor shall be liable for loss or damage to Government-furnished property beyond normal wear and tear. Compensation shall be effected either by reduced amounts owed to the Contractor or by the direct payments by the Contractor, the method to be determined by the CO.

(3) In case of damaged property beyond that of normal wear and tear, the amount of compensation due to the Government by the Contractor shall be the actual cost of repair provided such amount does not exceed the residual value of the equipment. In the case of loss or damage beyond the residual value, the amount of the Contractor's liability shall be the depreciated value of the item to be determined by the CO. The Contractor shall exercise

precautions necessary to prevent loss or damage due to theft, carelessness, vandalism, or misuse.

(d) Obtaining Additional or Replacement Equipment:

(1) The Contractor shall submit requests for additional or replacement Government required equipment in the performance of the contract. The Contractor shall submit such requests to the CO.

PART I – THE SCHEDULE

SECTION D – PACKAGING AND MARKING

Table of Contents

D.1 PACKAGING 2
D.2 MARKING 2

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rates.

D.2 MARKING

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

(1) Identifies the Contract and Task Order by number under which the item is being delivered.

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

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

(b) If the deliverable itself is a letter or document, then paragraph (a) may be satisfied by including the required information prominently on the first page. A separate letter is not required.

(c) All packages, reports, or other deliverables must be delivered to the Designated Contracting Officer (DCO) as identified in the task order.

PART I – THE SCHEDULE

SECTION E – INSPECTION AND ACCEPTANCE

Table of Contents

E.1 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) 2
E.2 FAR 52.246-6 INSPECTION OF SERVICES – TIME-AND-MATERIAL AND LABOR HOUR (MAY 2001)..... 2
E.3 DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)..... 4
E.4 ACCEPTANCE 4
E.5 FINAL INSPECTION/ACCEPTANCE 4

E.1 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

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

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

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

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

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

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

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

(2) Terminate the contract for default.

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

(a) *Definitions.* As used in this clause—

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of –

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may –

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to –

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.3 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 Subsections 3, *INSPECTION AND ACCEPTANCE*, 4, *ACCEPTANCE,* and 5, *FINAL INSPECTION/ACCEPTANCE*. 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.
Inspection of all items under each task order issued under this contract shall be accomplished by the DCO, the Designated Contracting Officer's Representative (DCOR), or any other duly authorized Government representative identified by the DCO responsible for the task order. The Contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

E.4 ACCEPTANCE

Acceptance of all work and effort under task orders performed under this contract (including "Reporting Requirements," if any) shall be accomplished by the Designated Contracting Officer identified under the task order or the duly authorized representative and in accordance with this basic contract and/or the individual task order acceptance criteria.

E.5 FINAL INSPECTION/ACCEPTANCE

Final inspection and acceptance of deliverable and completion of task orders shall take place at the completion of delivery at the task order location.

PART I – THE SCHEDULE

SECTION F – DELIVERIES OR PERFORMANCE

Table of Contents

F.1 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) 2
F.2 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) 2
F.3 PLACE OF PERFORMANCE – SERVICES 3
F.4 DOE-F-2004 DELIVERY POINT (OCT 2014) 3
F.5 DELIVERY SCHEDULE 3
F.6 PERIOD OF PERFORMANCE 3

F.1 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted

(1) By an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or

(2) By a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed –

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

F.2 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if –

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.3 PLACE OF PERFORMANCE – SERVICES

The services specified by this contract shall be performed primarily at DOE Hanford Site facilities. If work is to be performed on site at the Hanford Site Facilities, such work will be utilizing on site labor categories and rates found in Section B, Table B.1. For work to be performed off-site, such work will be utilizing off site labor categories and rates found in Section B, Table B.2. The Place of Performance shall be specified in each individual task order. In the event of a Government shutdown, the CO will provide guidance to the Contractor concerning Government site personnel.

F.4 DOE-F-2004 DELIVERY POINT (OCT 2014)

(a) Delivery of all items under this contract shall be made to the following address:

To Be Specified in Applicable Issued Task Orders

(b) Delivery for the purpose of inspection, acceptance and the Prompt Payment Act must be through the above shipping address unless another location has been authorized by the Contracting Officer. If delivery is made to another location without authorization from the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result.

F.5 DELIVERY SCHEDULE

The delivery schedule of supplies, services, and written documents (e.g. reports, briefings, presentations, etc.,) shall be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered as specified in each individual task order.

F.6 PERIOD OF PERFORMANCE

The ordering period for this Contract shall be 3 years (base period plus two one-year options) from the date of award. Individual task orders may be placed at any time during that window and their period of performance shall not exceed 12 months from the date of task order award. Individual task order performance may extend up to 12 months past period of performance as long as the task order is issued

within the effective ordering period. The periods of performance for specific Task Orders will be included in each Task Order.

PART I – THE SCHEDULE

SECTION G – CONTRACT ADMINISTRATION DATA

Table of Contents

G.1 DEFINITIONS 2
G.2 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014) 3
G.3 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014) 3
G.4 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014) 3
G.5 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014) 3
G.6 DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014) (FOR FFP TASK ORDERS) 5
G.7 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (OCT 2014) (FOR T&M/LABOR HOUR TASK ORDERS) 6
G.8 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014) .. 7
G.9 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014) 7
G.10 DEFECTIVE OR IMPROPER INVOICE 8

G.1 DEFINITIONS

The following special definitions are applicable to this contract:

Contracting Officer (CO) –The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this ID/IQ contract as a whole.

For orders placed by the Government, use the following definitions:

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

Designated Contracting Officer's Representative (DCOR) – The DCO's designated representative whose responsibilities apply to the specific task order issued under this contract and who is specified in the task order. The extent of the DCOR's authority is defined in Subsection, G.2, *DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)*.

For orders placed by Authorized Users, substitute the following definitions:

Contractual Representative – For task orders issued by authorized DOE Prime Contractors or Subcontractors to a DOE Prime Contractor, the person with the necessary corporate authority to enter into a subcontract binding the corporation, who is responsible for the specific task order (subcontract) issued pursuant to the terms of this contract and who is identified in the Prime Contractor or Subcontractor to a DOE Prime Contractor-issued task order (subcontract). This person is not a Government contracting officer exercising the rights and authorities defined in FAR 2.101 on behalf of the Government or DOE.

Technical Representative – For task orders (subcontracts) issued by authorized DOE prime contractors or Subcontractors to a DOE Prime Contractor, the contractual representative's technical representative whose responsibilities apply to the specific Prime Contractor or Subcontractor to a DOE Prime Contractor-issued task order pursuant to the terms of this contract and who is identified in the Prime Contractor or Subcontractor to a DOE Prime Contractor- issued task order. This person is not an agent of the government or the contracting officer.

DOE Prime Contractor – is a firm that has a contract with the Department of Energy separate from this IDIQ contract.

Subcontractor to a DOE Prime Contractor – is a firm that has a subcontract with a DOE Prime Contractor to perform work for the benefit of a DOE contract separate from this IDIQ contract.

Context of clauses and provisions – Whenever it is necessary to make the clauses fit the context of a task order issued by an authorized entity (see Subsection H.5, *AUTHORIZATION TO ISSUE TASK ORDERS*) and to derive proper meaning in a subcontract situation, the terms "DOE", "Government" and "Contracting Officer" shall mean the ordering entity and/or its authorized representatives. Except the terms "DOE", "Government" and "Contracting Officer" do not change: (1) in the phrases "Government Property", "Government-Furnished Property", "Government Equipment" and "Government-Owned Equipment", or where otherwise intended that title ownership or rights are to remain with the Government; (2) where statute or regulation vests authority exclusively in specific agencies or officials; or (3) when otherwise specifically modified in the task order and with the written consent of the DOE Contracting Officer.

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

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with Subsection G.3, *DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)*, 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 Changes clause.
c) Change the cost or price of the contract.
d) Change any of the terms, conditions, specifications, or services required by the contract.
e) Accept non-conforming work.
f) Waive any requirement of the contract.

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

Pursuant to the clause at Subsection I.17, *DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)*, 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.

The COR responsibilities may be fulfilled by one or more Designated Contracting Officer's Representatives (DCOR), who will be designated by the DCO for each individual task order. Specific duties and responsibilities of the DCOR are those delegated in the DCOR's Delegation under each individual task order.

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

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

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

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

(a) *For task orders issued by offices of the U.S. Department of Energy*: To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall

reference the contract number, order number, title, and subject matter, and shall be subject to the following procedures:

1. *Technical correspondence*

   Technical correspondence shall be addressed to the Designated Contracting Officer's Representative (DCOR) for the order and to the cognizant Designated Contracting Officer (DCO). Technical correspondence that applies to more than one task order, or to this Contract, shall also be sent to the Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

2. *Other Correspondence*

   A. Correspondence regarding patent or rights in data issues should be sent to the DOE Intellectual Property Counsel. A copy of such correspondence shall be provided to the CO and the cognizant DCO of any related task orders.

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

   C. 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 Contracting Officer and the COR.

   D. Contracting Officer (CO) address:

      ATTN: [Contracting Officer to be identified at award]
      U.S. Department of Energy
      Office of River Protection
      MS: H6-60
      2440 Stevens Center Place (hand delivery) – or -
      P.O. Box 450 (U.S. Mail)
      Richland, WA 99354

E. Contracting Officer's Representative (COR) address:

ATTN: [COR to be identified at award]
U.S. Department of Energy
Office of River Protection
MS: H6-60
2440 Stevens Center Place (hand delivery) – or -
P.O. Box 450 (U.S. Mail)
Richland, WA 99354

F. Designated Contracting Officer (DCO) address: [Shall be identified in each individual task order.]

G. Designated Contracting Officer's Representative (DCOR) address: [Shall be identified in each individual task order.]

H. *Technical Reports.* Procedures for technical reports will be specified and described in each individual task order.

(b) *For orders issued by Authorized Users*: correspondence procedures shall be as specified in individual task orders. The following terms and phrases which appear in the basic contract shall be interpreted relative to the individual order to read as follows:

1. U.S. Department of Energy, Department of Energy, DOE, the Government, or any other term or phrase intended to refer to the U.S. Department of Energy or the United States of America, shall be construed to mean the entity placing the order.

2. Designated Contracting Officer, Designated Contracting Officer's Representative, DOE-DCOR, and any other term or phrase intended to refer to an authorized representative of the United States Department of Energy or the United States of America shall be construed to mean "authorized representative" of the entity placing the order.

G.6 DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014) (FOR FFP TASK ORDERS)

Unless otherwise specified in an individual task order—

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

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

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

G.7 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (OCT 2014) (FOR T&M/LABOR HOUR TASK ORDERS)

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

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

(d) 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.

(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 and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and

supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(B) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer 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.8 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014)

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

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at http://www.ppirs.gov, and CPARS information is available at http://www.cpars.gov. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

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

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

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

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

G.10 DEFECTIVE OR IMPROPER 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: *[To Be Inserted by Offeror]*

Name:
Title:
Phone Number:
E-mail:
Mailing Address:

PART I – THE SCHEDULE

SECTION H - SPECIAL CONTRACT

REQUIREMENTS

Table of Contents

H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014) 3
H.2 MODIFICATION AUTHORITY 3
H.3 DOE-H-2030 SECTION 8(a) DIRECT AWARD 3
H.4 DOE-H-2032 ORDERING UNDER A MULTIPLE AWARD CONTRACT (OCT 2014) – REVISED 4
H.5 AUTHORIZATION TO ISSUE TASK ORDERS 8
H.6 TASK ORDERS ISSUED BY AUTHORIZED USERS 8
H.7 TASK ORDER ADMINISTRATIVE INFORMATION 8
H. 8 SITE-SPECIFIC TASK ORDER TERMS AND CONDITIONS 8
H.9 DISPUTES 9
H.10 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014) 9
H.11 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014) 10
H.12 DOE-H-2051 ANNUAL REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014) 10
H.13 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014) 10
H. 14 HEALTH AND SAFETY REQUIREMENTS 10
H.15 SECURITY REQUIREMENTS 11
H.16 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014) 12
H.17 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTRACTOR PROPERTY 13
H.18 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014) 13
H.19 ENVIRONMENTAL LAWS 13
H.20 CONFIDENTIALITY OF INFORMATION 13
H.21 PROHIBITION OF PERSONAL SERVICES 14
H.22 WITHDRAWAL OF WORK 14
H.23 CONTACTOR IDENTIFICATION 15
H.24 OFFICE SPACE 15
H.25 CONTRACTOR TRAINING 15
H.26 EXTRAORDINARY LEAVE 16
H.27 INDEMNIFICATION 16
H.28 DOE-H-2047 FEDERAL HOLIDAY* AND OTHER CLOSURES (OCT 2014) (REVISED) 16
H.29 ORP SPECIFIC ATTENDANCE DIRECTIVE FOR CONTRACTOR EMPLOYEES IN FEDERALLY OWNED FACILITIES 17

H.30 DEPARTMENT OF ENERGY CYBER SECURITY PROGRAM 17
H.31 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014).....18
H.32 CONTRACTOR'S PROGRAM MANAGER.....18
H.33 DOE-H-2018 PRIVACY ACT SYSTEM OF RECORDS (OCT 2014) (REVISED) 18
H.34 DOE-H-2056 ANNUAL INDIRECT BILLING RATES - ALTERNATE I (OCT 2014).....20
H.35 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014) 21
H.36 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014).....21
H.37 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014) 22

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

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

H.2 MODIFICATION AUTHORITY

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

1. Accept nonconforming work,
2. Waive any requirement of this contract,
3. Modify any term or condition of this contract,
4. Assign additional work within the general scope of the contract,
5. Issue a change in accordance with the Changes clause, and
6. Change the cost or price of contract.

H.3 DOE-H-2030 SECTION 8(a) DIRECT AWARD

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

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

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

H.4 DOE-H-2032 ORDERING UNDER A MULTIPLE AWARD CONTRACT (OCT 2014) – REVISED

(a) The Government has awarded more than one contract for the work specified in this contract. Periodically, the Contracting Officer may issue Requests for Task Order Proposals (RTP) and award task orders under one or more of these contracts, including that of the Contractor, pursuant to this clause. The Contractor shall not be paid for the costs of preparing task order proposals as a direct cost under this contract or any task order. The Contracting Officer may issue task orders of the following types under the procedures set forth under this clause: Fixed-price and Time and Material.

(b) The Contractor agrees that issuance of a task order in accordance with any of the procedures set forth in this clause is deemed to have provided the Contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(c) The Contracting Officer shall provide each contractor a fair opportunity to be considered for a task order exceeding $3,500, unless one of the following exceptions applies:

(1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

(2) Only one contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the order be placed with a specified source.

(6) The order is set-aside for small business concerns.

(d) Procedures for Issuance of RTPs. The Contracting Officer will furnish the Contractor with an RTP which will include, at a minimum—

(1) A description of the required work, required deliverables, and place of performance;

(2) The anticipated performance period and/or delivery schedule;

(3) A description of the task order type;

(4) Any property, material or services to be made available for performance of the order;

(5) Any other pertinent information, such as applicable Service Contract Act wage rates, site visit date, any requirements for cost or pricing data;

(6) The number of copies of the Contractor's proposal that need to be submitted in response to the

RTP;

(7) A reasonable response time, and a common cut-off date for receipt of proposals and the place for submission of proposals;

(8) Basis for award of the Task Order; and

(9) For Task Orders exceeding $5.5 million, the following additional information will be provided:

(A) A notice that includes a clear statement of the task order requirements, and

(B) Disclosure of the significant factors or subfactors (if any) including cost or price that the agency will consider in evaluating proposals and their relative importance. The Contractor shall, within the time specified in the RTP, provide its proposal addressing the requirements as specified in the RTP.

(e) Procedures for Conducting Task Order Competition.

(1) Pre-proposal Conferences and Information Exchanges.

(A) If a pre-proposal conference is held or a draft RTP is issued, there will be an opportunity for submittal of relevant written questions and answers.

(B) Site visits are at the discretion of the Contracting Officer; if there is an opportunity for site visits, one week's notice will be provided to contractors.

(C) An RTP may request limited technical and/or limited cost information.

(2) After the submission of proposals, the following exchanges with contractors will not necessitate exchanges with all contractors:

(A) Limited exchanges to clarify (without permitting revisions) of certain aspects of proposals or to resolve minor or clerical errors.

(B) Obtaining written agreement from the Contractor for incorporation of commitments/statements proposed by the Contractor in technical or cost proposals.

(C) Obtaining agreement to limitations to such cost elements as indirect rates.

(D) Change in statutory fixed fee percentage.

(E) Adverse past performance information, substitutions of past performance references and any other matters pertaining to past performance.

(F) Questions pertaining to locating information in proposals.

(G) Requests for back-up to cost information.

(H) Questions and answers to questions concerning mathematical calculations.

(3) Revisions to proposals.

(A) The Contracting Officer, at his or her discretion, may—

1) Limit the number of contractors that can submit revised proposals in response to an RTP;

2) Not request revisions from contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable;

3) Conduct exchanges on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a determination that there is not a material impact to the other sections of the technical and cost proposal;

4) Limit negotiations and revisions to fee only; and

5) Not provide information regarding all aspects of the evaluation of the Contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.

(B) All contractors which have been requested to submit revisions will be provided a common date by which all revisions are to be submitted.

(C) Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (3)(A) above.

(f) Basis for Award of Task Orders.

(1) An individual task order may be awarded on any one of the following:

(A) Award of the task order based substantially on cost/price.

(B) Award of the task order based on technical merit and quality being substantially more important than cost/price.

(C) Award of the task order based upon cost/price, technical merit, and quality being approximately equal.

(2) The Contractor's past performance on earlier task orders issued under the contract may also be a considered for award of the task order under the RTP. Elements to be considered include, but are not limited to quality, timeliness and cost control. Information considered may include, but not be limited to, past performance information for the Contractor, teaming partner, and major or critical subcontractors. If a teaming partner or major or critical subcontractor has changed during the contract performance period, past performance information for that new entity shall be evaluated as part of the evaluation of the Contractor's proposal.

(3) The Contracting Officer may also consider the impact of other task orders placed with the Contractor in making the new task order award decision.

(g) The Contractor agrees, pursuant to 41 U.S.C. § 4106, that the filing of a protest is not authorized in

connection with the issuance or proposed issuance of a task order except for—

(1) A protest on the grounds that the task order increases the scope, period, or maximum value of a contractor's contract; or

(2) A protest of a task order valued in excess of $10 million which may only be filed with the Government Accountability Office through September 30, 2016, pursuant to 41 U.S.C. § 4106(f)(3).

(h) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a "fair opportunity" to be considered for task or delivery orders pursuant to FAR 16.5. The purpose of the ombudsman is not to diminish the authority of the Contracting Officer, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract, does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded pursuant to FAR 16.5

(i) The Contractor shall submit monthly invoices and provide the COR/CS/CO or delegated appointee with labor hour reports that are being expended on individual Time and Material / Labor Hour task orders. The reports will show the monthly and cumulative quantities of labor hours, any direct costs or subsequent charges to the original ceiling price shall be documented. Any hourly changes or time deviations shall be clearly stated.

(j) Authorization for telework requires:

(1) A valid telework agreement between the contractor and its employee. The Government is not a party to that agreement or its terms. The applicable task monitor, COR and CO shall receive executed copies.

(2) Prior to telework commencement, a written submittal of proposed tasks to be performed shall be provided by the requesting employee to commencement to the Contractor. Written approval to the proposed telework activity shall be provided by the Contractor prior to commencement, unless exempted due to site closure. The CO and COR shall be copied. For ad hoc additional information refer to Section H.28.

(3) Each time card attached to invoice payment requests shall be accompanied by written supporting documentation for each telework incident and in compliance with this Contract.

(k) A cumulative report of monthly telework activities, with approval documentation per this Section, shall be submitted by the Contractor's employee to the ORP Technical Monitor and COR for written approval, specific to the corresponding task proposal for each day telework is performed. The ORP technical monitor shall submit the report to the Contractor and the COR by the end of each telework day.

H.5 AUTHORIZATION TO ISSUE TASK ORDERS

Department of Energy - Hanford Site offices are authorized to place task orders under this contract. Other users may be authorized, in writing, by the CO on a case-by-case basis. Inquiries shall be directed to the DOE CO.

H.6 TASK ORDERS ISSUED BY AUTHORIZED USERS

Entities authorized to place orders under this Contract (*see* Subsection H.5, *AUTHORIZATION TO ISSUE TASK ORDERS)* will use the terms and conditions of this Contract to place orders directly with the Contractor for services described in Section C, *DESCRIPTION/SPECS/WORK STATEMENTS*.

All orders must—

(1) Be within the scope of this IDIQ Contract; and

(2) Be within the quantity limitations identified in Subsections B.5, *GUARANTEED MINIMUM/MAXIMUM QUANTITIES (OCT 1995)*, and such orders shall count toward the overall maximum limit for this Contract.

The Authorized User and this IDIQ Contractor shall execute a separately signed task order(s) that incorporates the terms and conditions of this IDIQ Contract. Task orders issued under this contract may include separate, site-specific terms and conditions in accordance with Subsection H.8, *SITE-SPECIFIC TASK ORDER TERMS AND CONDITIONS*.

H.7 TASK ORDER ADMINISTRATIVE INFORMATION

(a) Designated Contracting Officers (DCOs) from any entity included in Subsection H.5, *AUTHORIZATION TO ISSUE TASK ORDERS* are authorized to place task orders under this contract, in accordance with FAR 52.216-18, *ORDERING*.

(b) The DCO identified on each task order is responsible for all task order activities including requesting Task Proposals/Task Plans, evaluating for award, awarding, funding, all administrative activities and evaluating Contractor performance for all task orders issued.

(c) The DCO will provide copies of task orders and task order modifications to the CO. Copies of performance evaluations on completed task orders, or task orders that are in process, will also be provided to the CO. The CO will provide copies of the contract and contract modifications to the DCO, upon request. The DCO will also provide past performance information for work performed under this contract to the CO.

H. 8 SITE-SPECIFIC TASK ORDER TERMS AND CONDITIONS

The Contractor acknowledges that the organization issuing a task order under this contract may have requirements unique to its mission and/or geographic location, including additional detailed statements of work. The Contractor agrees that the organization placing an order reserves the right to incorporate, subject to mutual agreement of the organization and the Contractor, its own local site-specific terms and

conditions relative to the Federal Acquisition Regulations, Agency-specific regulations, orders or guidelines, environment, safety and health considerations, or other applicable local, state and Federal laws and regulations. These site-specific and task order-specific Terms and Conditions shall only apply to the task order(s) into which they are incorporated.

All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, this contract shall control.

H.9 DISPUTES

In addition to any other clauses related to Section I, *FAR 52.233-1 DISPUTES-ALT I*, , any dispute between the Contractor and the DCO/Ordering Office shall be handled between the CO identified in this basic contract and the Contractor.

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-ALT I*. 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-ALT I*, 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-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (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 task order(s) shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 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 the task order(s). 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.12 DOE-H-2051 ANNUAL REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-8, *ANNUAL REPRESENTATIONS AND CERTIFICATIONS*, the Contractor's Online Representations and Certifications Application (ORCA) dated [insert date] is hereby incorporated into the contract by reference.

(b) The Contractor, by signing this contract, certifies that it has verified that its ORCA submission incorporated by reference into this contract pursuant to paragraph (a) above is current, accurate, complete, and applicable to this contract.

H.13 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)

(a) Pursuant to the clause at DEAR 952.204-2, *SECURITY REQUIREMENTS*, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.

(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.

H. 14 HEALTH AND SAFETY REQUIREMENTS

(a) The Contractor shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and the public.

(b) The Contractor shall comply with Hanford Site requirements for work performed on the Hanford Site, including requirements for activities conducted in areas that may contain chemical, biological, physical, and/or radiological hazards.

(c) Contractor employees who require access to Hanford Site radiologically controlled areas are required to use Hanford Site dosimetry and shall comply with Hanford Site dosimetry requirements. Dosimetry will be provided to these employees at no charge to the Contractor.

(d) The Contractor is responsible for compliance by its employees and subcontractors with the health and safety requirements of this Contract. DOE reserves the right to direct in writing that the Contractor remove any employee and/or subcontractor employee from the Hanford Site who fails to comply with health and safety requirements of this Contract. If the Contractor fails to comply, DOE may cause removal of the employee from the Hanford Site.

(e) The Contractor and its employees shall comply with the DOE Integrated Safety Management (ISM) Order, Policy and Guide (DOE O 450.4A; DOE P 450.1 and DOE G 450.4-1C); the DOE/ORP Worker Safety and Health Program (10 CFR 851) and the Occupational Radiation Protection Program (10 CFR 835).

(f) The Contractor shall comply with the requirements in TRS-QSH-IP-12 R2 Federal Employees Occupational Safety and Health Program for support services (Attachment J-2) including site-specific worker protection programs (Employee Job Task Analysis (EJTA) reporting requirements) or the contractor's specifically approved worker safety and health program.

(g) Failure by the Contractor to comply with any of the health and safety requirements set forth in this Contract shall constitute a material breach of Contract.

H.15 SECURITY REQUIREMENTS

(a) Citizenship. Each Contractor employee who requires authorization to have access to the Hanford Site must be a citizen of the United States or a foreign national with proper, advance ORP authorization.

(b) Property Passes. Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. The DOE Office of River Protection will advise the Contractor of procedures applicable to this Contract.

(c) Employee Access. Contractor employees will require security escort when access to Limited and/or Protected Areas of the Hanford Site is required.

(d) Picture Security Badges.

(1) Each Contractor and subcontractor employee must have a picture (photo) security badge for access to any area within the Hanford Site. Picture badges are not required for visitors whose stay is for 30 days or less; in such cases, badges without photos are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.

(2) Security badges will be valid only for the duration of a specific contract or for the current calendar year, whichever ends first.

(3) If a contract performance period extends beyond expiration of Contractor security badge, new security badges must be obtained before that date.

(4) A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.

(5) Each Contractor and subcontractor employee is responsible for his or her badge and for returning the badge to the issuing office whenever one of the following occurs, but in any event, before final payment:

(A) Contract work is completed;

(B) Badge is no longer needed; and

(C) Badge becomes void for any reason.

(6) A charge of $250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.

(7) Lost security badges shall be reported to the issuing office as soon after the loss as possible.

(e) Safety and Security Orientation. Each employee of the Contractor and subcontractor must receive a safety and security orientation briefing before being issued a security badge.

(f) Prohibited Articles. The following items can only be brought onto the Hanford Site under strict controls: 1) weapons including but not limited to firearms, explosives, or incendiary devices; 2) nonprescription narcotics or dangerous drugs and/or controlled substances; 3) alcoholic beverages; and 4) other items similar in effect or purpose to any of the above.

(1) Employees who transport, possess, or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when used inside the 100, 200, 300, and 400 Limited Areas.

(2) Upon notification that an employee of the Contractor or subcontractors is found to possess or is suspected of possessing narcotics, dangerous drugs, and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Security and that the employee's worksite access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.

(3) Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

H.16 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

(a) In accordance with the clause FAR 52.228-7, *INSURANCE - LIABILITY TO THIRD PERSONS*, 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.17 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTRACTOR PROPERTY

The Government's responsibility for loss or damage to the property of the Contractor shall be determined solely under the provisions of the Federal Tort Claims Act, 28 U.S.C. Section 2671, et seq., and relevant judicial decisions thereunder.

H.18 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.19 ENVIRONMENTAL LAWS

The Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), 42 U.S.C. section 9601, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. section 6901, et seq., the Clean Air Act, 42 U.S.C. section 7401, et seq., Clean Water Act, 33 U.S.C. section 1251, et seq., Emergency Planning and Community Right-to-Know Act (EPCRA), 42 USC section 11001, et seq., Safe Drinking Water Act (SDWA), 42 USC section 300f, et seq., National Environmental Policy Act (NEPA), 42 USC sections 4321, et seq., National Historic Preservation Act (NHPA), , 16 USC section 470, as amended, Endangered Species Act (ESA), 16 USC section 1531, et seq., Toxic Substances Control Act (TSCA), 15 USC section 2601, et seq., Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 USC section 136, et seq., State and local equivalents, and their implementing rules and regulations.

H.20 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential

and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:

1. Information which, at the time of receipt by the Contractor, is in the public domain;

2. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

3. Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

4. Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

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

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

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

(e) This clause shall flow down to any subcontractors or consultants.

H.21 PROHIBITION OF PERSONAL SERVICES

In accordance with FAR 37.104, *PERSONAL SERVICES CONTRACTS*, the Contractor shall have policies and procedures to ensure their employees guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute or are perceived to constitute personal services, the Contractor shall immediately notify the CO and COR in writing explaining the circumstances including Contractor corrective actions taken.

H.22 WITHDRAWAL OF WORK

(a) DOE reserves the unilateral right to have any of the work contemplated by Section C, *DESCRIPTION/SPECS/WORK STATEMENTS* performed by another Contractor or DOE employees.

(b) Work may be withdrawn from the Contractor for any reason in the best interests of the Government, including, but not limited to:

1. Facilitate transition of work, or pilot programs,

2. The Contractor's estimated costs are considered unreasonable,

3. The Contractor's performance is deemed to be less than satisfactory.

H.23 CONTACTOR IDENTIFICATION

(a) The contractor shall ensure all contractor employee e-mail messages including out-of-office messages include a signature block to clearly indicate identity as contractor support service staff. Example:

Mary Smith
XYZ Corp., Contractor to the
US DOE Office of River Protection
Richland WA 99354

(b) The contractor shall ensure all contractor employee phone greetings (including recorded voicemail greetings) clearly indicate identity as contractor support service staff.

(c) The contractor shall ensure all contractor employee offices have signage that clearly indicates identity as contractor support service staff.

H.24 OFFICE SPACE

For ORP task orders, the Government will provide office space and cubicles at: 2440 Stevens Center Place, Richland WA, 2435 Stevens Center Place, Richland WA. The office space will be equipped with computer(s) and phone(s) at the Government's expense.

For task orders issued by other Hanford Site offices, office space requirements will be indicated in the individual task orders.

H.25 CONTRACTOR TRAINING

(a) The contractor shall be responsible for all contractor employee access badge requirements including ensuring contractor employee completion of Hanford General Education Training (HGET). The government will bear the cost of HGET training required by the contractor to attend HGET and/or to acquire a Hanford site access badge.

(b) The contractor shall provide qualified trained employees with demonstrated skills to perform the work including a working knowledge of commercially available word processing, spreadsheet, slide presentation, e-mail/calendar, and related office software applications. DOE will not be responsible for providing this training, and will not reimburse the contractor for such commercially available non-DOE site specific training.

(c) DOE will reimburse the contractor for any other required DOE site-specific training only if the training is approved in advance by the CO.

H.26 EXTRAORDINARY LEAVE

Presidential, Secretarial, or Other Official Release from Work: Occasionally, federal employees are granted administrative leave for various reasons, including, but not limited to early release prior to holidays, an unanticipated day off, a day of mourning for a Presidential funeral, federal employee culture building promoting activities, all hands meetings (except those intended to promote general health and safety applicable to all building occupants, such as building evacuations, lessons learned and similar safety related topics). When such administrative leave is granted to federal employees, the Contractor **may also grant its employees administrative time off (workload permitting) only on a non-cost-reimbursable basis. Therefore, DOE will not reimburse the Contractor for any Contractor employee hours not worked when federal employees are granted administrative leave, for any reason.**

H.27 INDEMNIFICATION

The Contractor shall indemnify and hold the Government harmless of any obligation to pay outstanding invoices submitted by the Contractor on behalf of Contractor's employee after 90 calendar days from the date of the employee's final day of service.

H.28 DOE-H-2047 FEDERAL HOLIDAY* AND OTHER CLOSURES (OCT 2014) (REVISED)

(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. Information regarding unplanned Site closures is distributed through the Hanford Hotline (509-376-9999), e-mail notifications, and web-site updates.

(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 CO will notify the Contractor 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 CO. The Contractor, not the CO or any other Federal Employee shall be responsible to notify his employees.

(f) In the event of unscheduled closures or work delays as authorized by Site Management, and 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 exempted by written Mission essential need requirements, pre-submitted and approved telework arrangements for work to be performed and per all terms stated in this Section H and in Sections G and B.

H.29 ORP SPECIFIC ATTENDANCE DIRECTIVE FOR CONTRACTOR EMPLOYEES IN FEDERALLY OWNED FACILITIES

Contractor employees attending ORP All-Hands Meetings, training sessions or other government-sponsored functions or activities, unless specifically approved in advance by the CO and the ORP Task Monitor may not charge any time for these and similar activities and the Contractor may not request payment for employee time spent on these and similar activities described herein. Contractor is to provide specific guidelines or policies to their non-federal work force employees in alignment and compliance to ORP's directives.

H.30 DEPARTMENT OF ENERGY CYBER SECURITY PROGRAM

As applicable, in the performance of this Contract the Contractor and/or subcontractor shall comply with requirements stated in applicable sections of U.S. Department of Energy DOE Order 205.1B (Department of Energy Cyber Security Program) (Chg 3 dated 4-29-2014), as periodically updated.

(a) DOE information and information systems must be protected in a manner commensurate with impact to mission, national security, risk and magnitude of harm. (Sec. 4)

(b) The Contractor must establish a process to ensure that users acknowledge and consent to site privacy and monitoring policies. (Attachment Contractor Requirements Document, Sec. 6)

H.31 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-5 – *REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS (LIST A) AND LIST OF APPLICABLE DOE DIRECTIVES (LIST B)*, 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 for FFP task orders, and/or FAR 52.243-3, Changes – Time and-Materials or Labor-Hours for T&M task orders.

(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.32 CONTRACTOR'S PROGRAM MANAGER

The designated Contractor Program Manager is the Contractor's authorized supervisor for technical and administrative performance of the contract. The Contractor is not authorized to bill the Program Manager's labor hours directly to any task order issued under this contract.

H.33 DOE-H-2018 PRIVACY ACT SYSTEM OF RECORDS (OCT 2014) (REVISED)

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*.

Table H-1. Privacy Act Systems

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-13	Payroll & Locator Records
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-33	Personnel Medical Records (present and former DOE Employees and Contractor Employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-55	FOIA/PA Requests for Records
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the *Privacy Act*. To ensure that systems are monitored consistently, contractors must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local *Privacy Act* Officer (PAO) and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in Paragraph (a)(1) of the contract clause for FAR 52.224- 2, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on *Privacy Act* Systems of Records can be found on the DOE Privacy Office home page.

H.34 DOE-H-2056 ANNUAL INDIRECT BILLING RATES - ALTERNATE I (OCT 2014)

(a) Pursuant to the clause at FAR 52.216-7, Allowable Cost and Payment, indirect billing rates, revised billing rates (as necessary), and final indirect cost rate agreements must be established between the Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the cost reimbursement type contract. These indirect rate agreements allow the Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(b) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with its approved accounting system. Revised billing rates allow the adjustment of the approved billing rates, based upon updated information, in order to prevent significant over or under billings.

(c) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR Subpart 42.7, "Indirect Cost Rates," FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs."

(d) Paragraph (e) below, identifies the requirements and process to be followed by the Contractor in establishing indirect rates for contracts when DOE is the Cognizant Federal Agency (CFA) and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(e) Requirements whether or not DOE is the CFA. (1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, Cost Accounting Standards, FAR Part 31 and DEAR 931, Contract Cost Principles and Procedures, in effect as of the date of this contract.

1) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer.

2) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the cognizant DOE Contracting Officer until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the cognizant DOE Contracting Officer that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the cognizant DOE Contracting Officer will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

(f) The following approved indirect billing rates apply to the contract for the periods identified, subject to adjustments, as provided by paragraph (e)(1) of this clause:

SEE SECTION B, TABLE B.4, *INDIRECT CEILING RATE FOR THE PERIOD OF PERFORMANCE*

H.35 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.

DOE O 206.2, *Identity, Credential, And Access Management (ICAM)*

H.36 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

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

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

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

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

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

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

1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

2) Not impede or hinder another employee's cooperation with the OIG; and

3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

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

H.37 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

Within **fifteen (15)** calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

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

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

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

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

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

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

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

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

PART II – CONTRACT CLAUSES SECTION

I - CONTRACT CLAUSES

Table of Contents

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 2

I.2 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015) 4

I.3 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016) 5

I.4 FAR 52.216-18 ORDERING (OCT 1995) 7

I.5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995) 7

I.6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) 7

I.7 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 8

I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 8

I.9 FAR 52.219-17 SECTION 8(A) AWARD 8

I.10 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS 9

I.11 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) 10

I.12 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) 10

I.13 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) 11

I.14 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000) 11

I.15 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000) 11

I.16 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006) 12

I.17 DEAR 952.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (AUG 2009) 13

I.18 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000) 15

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

FAR: https://www.acquisition.gov/ and http://farsite.hill.af.mil/

DOE Guidance for Procurement Officials:
https://energy.gov/management/office-management/operational-management/procurement-and-acquisition/guidance-procurement

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	OCT 2016
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015

52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 2017
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JUL 2013
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984
52.227-14	RIGHTS IN DATA–GENERAL	MAY 2014
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013

52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS	AUG 2012
52.232-8	DISOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1994
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	JUL 2013
52.232-39	UNENFORCEABHILITY OF INAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES-ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD- ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES – FIXED-PRICE – ALTERNATE I (APR 1984)	AUB 1987
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2017
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-6	TERMINATION – (COST REIMBURSEMENT) – ALT IV	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
952.204-2	SECURITY REQUIREMENTS	AUG 2016
952.208-70	PRINTING	APR 1984
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE	JUNE 1997

I.2 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) *Definition*. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	*Obtain from*
DOE Office of Inspector General, Hotline Poster	https://energy.gov/ig/downloads/office-inspector-general-hotline-poster

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

I.3 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)

(a) *Definitions.* As used in this clause—

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection,

processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available. (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph I, in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract

information residing in or transiting through its information system.

I.4 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 October 2018 through 30 September 2021.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $1 Million;

(2) Any order for a combination of items in excess of $1 Million; 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.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the

Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration of this contract, including any option periods or extensions.

I.7 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

The Contracting Officer may exercise the option by written notice to the Contractor at least 30 days before the contract expires.

I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration, 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.

(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 three (3) years.

I.9 FAR 52.219-17 SECTION 8(A) AWARD

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible

concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the Department of Energy the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Department of Energy Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Department of Energy.

I.10 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____ [insert name of SBA's contractor] 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.

I.11 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause- "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.12 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.13 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
(TBD)	(To be completed on individual task orders, if applicable)

I.14 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.15 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

(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.

(b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.

(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.

(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.

(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.

(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.

(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.

I.16 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

(a) Definitions.

(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.

(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.

(b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless—

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and

(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.

(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.

(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.

(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.

I.17 DEAR 952.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (AUG 2009)

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6)

months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(f) Subcontracts.

(1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

I.18 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

(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:

(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.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(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.

(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.

(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—

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(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;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(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—

(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;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

CONTRACT ATTACHMENTS

No.	Description
J-1	Labor Category Qualifications
J-2	TRS-QSH-IP-12, Federal Employee Occupational Safety and Health Program
J-3	Conflict of Interest Nondisclosure Agreement Form
J-4	ORP QADP MGT-PM-PL-04
J-5	Requirements Sources and Implementing Documents