

2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM0002232	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE	00901	6. ADMINISTERED BY (If other than Item 5) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE	00901
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) NOVA CORPORATION Attn: JOHN SNIDER P.O. BOX 687 WINDOW ROCK AZ 865150687	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
	ITEM

CODE 171606788	FACILITY CODE	
11. SHIP TO/MARK FOR Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802	CODE 00902	12. PAYMENT WILL BE MADE BY OR for Savannah River U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4908 Oak Ridge TN 37831
		CODE 00515

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT      \$0.00

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> 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 following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, 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 continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER David Whitney Hepner		
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY  (Signature of person authorized to sign)		BY  (Signature of the Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

NOVA CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 42-1652055 DUNS Number: 171606788 Indefinite delivery-Indefinite quantity (IDIQ) contract award to NOVA Corporation. Delivery: 09/30/2014 FOB: Destination Period of Performance: 10/01/2012 to 09/30/2014				
00001	CLIN 001 CAB Obligated Amount: \$0.00				0.00
00002	CLIN 002 CFO Obligated Amount: \$0.00				0.00
00003	CLIN 003 IT and A-V Support Obligated Amount: \$0.00				0.00
00004	CLIN 004 OAM Obligated Amount: \$0.00				0.00
00005	CLIN 005 OHCM Obligated Amount: \$0.00				0.00
00006	CLIN 006 Admin Assist Support Obligated Amount: \$0.00				0.00
00007	CLIN 007 Mgr Office Program Analyst Obligated Amount: \$0.00				0.00
00008	CLIN 008 Office Support Services Obligated Amount: \$0.00				0.00
00009	CLIN 009 Admin Program Manager Obligated Amount: \$0.00				0.00
00010	CLIN 010 DNFSB Obligated Amount: \$0.00				0.00
00011	CLIN 011 Other Direct Costs (ODC) Obligated Amount: \$0.00 Continued ...				0.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

NOVA CORPORATION

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

**PART I- SECTION B**

**SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.01 ITEMS BEING ACQUIRED**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract and/or any Task Order as furnished by the Contracting Officer) and otherwise do all things necessary for, or incidental to, the performance of Task Orders issued under this contract to accomplish the objectives and requirements of Section C, Performance Work. The Contractor shall receive Orders to accomplish the tasks for the period stipulated in the Task Order. All work under this contract shall be based on Task Orders issued and authorized as detailed in Section H.08, Ordering Procedures.

**B.02 PRICE SCHEDULE**

- (a) The Government has specified certain Disciplines/Labor Categories required for contract performance. The Contractor is to propose hourly rates for each discipline/labor category in the schedule. The hourly rates proposed by the Contractor and accepted at contract award for the three year performance period will be included in the Contract award.
- (b) The contract cost principles and procedures in the Federal Acquisition Regulation (FAR) at Part 31 apply to the development of the required hourly rates. The Contractor shall comply with these prerequisites in forming the required hourly rates for the indicated disciplines/labor categories in each time period and any pricing for additional services.
- (c) In developing the required hourly rates and multiplier factors, the Contractor must include all allowable overhead costs to include home office support. Price increases will not be granted for any alleged omissions or miscalculations of contract pricing.
- (d) The hourly rates listed by the Contractor and accepted at contract award will be the rates that will be used as the basis for pricing future task orders issued under this contract. The two year period is to be separately priced based on the price schedule discussed in paragraph (g) of this section.
- (e) Section J, Appendix H, Pricing Schedule contains the labor skill categories and hourly rates for each year of performance under the Contract.

**B.03 MINIMUM AND MAXIMUM QUANTITIES**

- a. In accordance with Section I Clause, FAR 52.216-22 Indefinite Quantity, the minimum quantity to be ordered under this contract is an amount which will equal \$25,000. The minimum quantity may be ordered under one or more Task Orders and under one or more CLINs.

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- b. In accordance with Section I Clause, FAR 52.216-22 Indefinite Quantity, the maximum quantity which may be ordered under all resulting contract(s) is \$20,000,000; this ceiling value is established for all Task Orders combined. This amount includes quantities from DOE offices as well as authorized DOE contractors. Notwithstanding either the estimated quantities or the maximum quantity as contained herein, the Government is obligated to order only the minimum quantity in paragraph a. above.
  
- c. The minimum and maximum quantities specified in paragraphs a. and b. of this clause apply to the entire period of contract performance and do not apply to any individual CLIN. There is no minimum quantity for any individual contract line item.

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**PART I- SECTION C**

**PERFORMANCE WORK STATEMENT**

**SEE SECTION J – APPENDIX A**

**PART I- THE SCHEDULE**

**SECTION D PACKAGING AND MARKING**

**D.01 PACKAGING**

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

**D.02 MARKING**

- (a) Each package, report, or other deliverable shall be accompanied by a letter or other document that:
  - (b)
    - (1) Identifies the contract number under which the item is being delivered.
    - (2) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).
    - (3) Indicated whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract.

**PART I- THE SCHEDULE  
SECTION E**

**INSPECTION AND ACCEPTANCE**

**E.01 INSPECTION**

Inspection of all items under Task Orders performed under this contract shall be accomplished by the Designated Contracting Officer (DCO) or the Designated Contracting Officer's Representative (DCOR) as a duly authorized representative.

**E.02 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 or the duly authorized representative and in accordance with this basic contract and/or the individual Task Order acceptance criteria.

**E.03 FINAL INSPECTION/ACCEPTANCE**

Final inspection and acceptance of deliverables and completion of Task Orders shall take place at completion of delivery at the Task Order location.

**CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

**E.04 FIXED PRICE CLAUSES**

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

**E.05 TIME AND MATERIAL AND LABOR HOUR CLAUSES**

52.246-6 – INSPECTION – TIME AND MATERIAL AND LABOR HOUR  
(MAY 2001)

**SECTION F DELIVERIES OR PERFORMANCE**

**F.01 PERIOD OF PERFORMANCE**

The period of performance for ordering shall be through two (2) years from the date of award of the basic contract. Performance under any resulting Task Orders must be complete within three (3) years from the date of award of the basic contract; individual Task Order performance shall not exceed two (2) years.

**F.02 PLACE OF PERFORMANCE**

The primary location for the performance of work under this contract will be the Savannah River Site.

**F.03 DELIVERABLES**

Deliverables for the basic contract and Task Orders, where applicable, are identified in Section J, Appendix C. Task Orders will specify additional required deliverables in each Task Order. Task Orders will be issued in accordance with Section H.08.

**CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clause by reference with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make the full text available.

FAR 52.242-15 STOP WORK ORDER (AUG 1989)

**PART I-**  
**THE SCHEDULE SECTION G CONTRACT ADMINISTRATION DATA**

**G.01 CORRESPONDENCE PROCEDURES**

To provide timely and effective administration, correspondence (except for invoices) submitted under this contract shall be subject to the procedures listed below. Each Task Order shall contain the name and address of the Designated Contracting Officer (DCO) for the individual Task.

The basic contract shall be administered by the CO and COR designated below.

- (a) Correspondence. All correspondence shall be sent concurrently to both the DCO and the Task Order COR.
- (b) CO's Address. The address for the DCO and DCOR shall be contained in each Task Order. The CO for the basic contract is included in Clause G.06. (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

SUBJECT: CONTRACT NO. **DE-EM0002232**

**G.02 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION**

The Contractor shall use the DCO at the address provided in the Task Order as the point of contact for all matters regarding the Task Order except technical matters. The Point of Contact for the basic contract is identified in G.06 of this contract.

**G.03 CONTRACTING OFFICER**

The Contracting Officer for the basic contract is listed below:

U. S. Department of Energy

Savannah River Operations Office

\_\_\_\_\_ (To be inserted at the time of award)

P. O. Box A

Aiken, SC 29802

(xxx) xxx-xxxx

\_\_\_\_\_@srs.gov

**G.04 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The COR for a Task Order will be identified in each individual Task Order.

**G.05 SUBMISSION OF VOUCHERS/INVOICES**

**Contract Number DE-EM0002232**

- (a) The Contractor shall submit invoices on a monthly basis (within 5 business days after the last day of each month).
- (b) The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, as a minimum, a breakout by cost or price element (Contract Line Item Number/CLIN) (or site, if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order. The statement of cost shall also include: names of the individuals, hours worked and specific task associated with the billing. Any charges for travel must include the destination, employee who incurred the cost, and the brief statement explaining the purpose of the travel along with a copy of the receipts. Any charges for other direct costs shall be explained fully and supported by receipts. The statement of cost must include a certification statement signed by a responsible official of the Contractor. The Contractor shall submit the invoice to the addressees prescribed below:

Payment Office at the address below or electronically to the Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <http://finweb.oro.doe.gov> (preferred method).

Original to:

U.S. Department of Energy  
Oak Ridge Operations Office  
Oak Ridge Financial Service Center, FM-71  
200 Administration Road  
Oak Ridge, TN 37830

One copy to:

U.S. Department of Energy  
Savannah River Operations Office  
Attn: Contracting Officer  
P. O. Box A  
Aiken, SC 29802

**G.06 INVOICE/VOUCHER CERTIFICATE OF CONFORMANCE**

The contractor shall submit the following certificate of conformance for each invoice/voucher as certification of having performed the number of hours being billed.

CERTIFICATE OF CONFORMANCE

**Contract Number DE-EM0002232**

I certify that on, (insert inclusive dates) \_\_\_\_\_ (Insert Contractor's Name) furnished the supplies or services called for by contract No. (Insert Contract Number) and/or has performed the Direct Productive Labor Hours (DPLH) identified on this invoice/voucher in accordance with the contract and all other applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**G.07 INVOICE REPORTING FORMAT**

The spreadsheet for invoice reporting must be submitted with the invoice. Section J, Appendix E identifies the funding accounts used on the Task Order. The contractor must submit an itemized listing by funding accounts with the invoice as identified in the Appendix.

**PART I - THE SCHEDULE**  
**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.01 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this Contract, the Contracting Officer (CO) shall be the only individual under the basic contract and the Designated Contracting Officer (DCO) shall be the only individual under a Task Order authorized to:

- (a) Accept nonconforming material,
- (b) Waive any requirement of the Task Order, or
- (c) Modify any term or condition of the Task Order upon mutual consent.

**H.02 TASK ORDER DELIVERABLES**

The Contractor shall prepare and submit the Deliverables as designated in the basic contract or as specified in the Task Orders.

**H.03 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 agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the DCO in writing, or as such disclosure may be authorized by the contract terms or as may be required by a court, Government agency, or regulatory agency, or as otherwise required by law. If the Contractor is required to make such disclosure, the Contractor shall immediately notify the DCO, and shall take such further efforts as necessary to minimize the disclosure. The foregoing obligations, however, shall not apply to:
  - (1) Information, which, at the time of receipt by the Contractor, is in public domain;
  - (2) Information which is published after receipt thereof by the Contractor, or otherwise becomes part of the public domain through no fault of the Contractor;
  - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly and/or indirectly from the Government or other companies;
  - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence. (b) The Contractor shall obtain the written agreement, in a form satisfactory to the DCO, of such employee permitted access, whereby the employee agrees that he will not discuss, divulge or

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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 DCO. From time to time, upon request of the DCO, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary.
- (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 the Contractor's personnel.
- (e) This clause shall flow down to all subcontracts and consultants' agreements.

### **H.04 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR**

The Representations, Certifications, and Other Statements of the Contractor, dated August 17, 2012, made in response to Solicitation No. **DE-SOL-0003636** are hereby incorporated into this contract by reference.

### **H.05 CONTRACT PARTICIPATION BY FOREIGN NATIONALS**

The Contractor shall notify the DCO, in writing, prior to any visit to a DOE facility by any foreign national in connection with the work being performed under the individual Task Order. This notification shall be made at least 45 days prior to the planned visit unless a shorter period is authorized by the DCO.

### **H.06 PROTECTION OF UNCLASSIFIED NUCLEAR INFORMATION**

- (a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the Contractor's possession in connection with the performance of work under this contract is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.
- (b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:

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- (1) Design of production facilities or utilization facilities;
  - (2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or
  - (3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.
- (c) Access to UCNI shall be limited to those persons determined to require access to UCNI in the performance of official duties, and in conformance with applicable DOE Orders.
- (d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, file cabinets, offices, or facilities where access is controlled.
- (e) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI. When transmitted outside an authorized place or storage, these documents shall be packaged to preclude disclosure of the presence of UCNI. All markings and transmittals, including electronic media, will be accomplished in accordance with applicable DOE orders.
- (f) The Contractor agrees to conform to all regulations and requirements of the Department of Energy concerning UCNI as specified in the Task Order.
- (g) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of 1954, as amended.
- (h) This article, including this paragraph (h) shall be included in all subcontracts which involve access to UCNI.

**H.07 PROTECTION OF CLASSIFIED MATTER**

Documents originated by the Contractor or furnished by the DCO to the Contractor in connection with this Contract may contain classified matter. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with applicable DOE Regulations and Directives as specified in the Task Order.

## H.08 ORDERING PROCEDURES

Prior to issuance of a Request for Task Proposal (RTP) or award of a Task Order, the DCO is required to verify that ceiling remains on the IDIQ contract. The DCO must notify the CO identified in Clause G.03 of the DCO's intention to issue an RTP or award.

The Notification must be made in writing and will include the estimated dollar value of the Task Order. The CO will provide a response to the DCO within five (5) days of the request for ceiling verification.

For the work specified in the Performance Work Statement of this contract, the DCO may periodically issue Task Orders pursuant to the procedures set forth in this clause. The contractor shall commence performance upon the receipt of a Task Order signed by the DCO. Costs not attributed to the performance of each individual Task Order will not be allowed without the prior written consent of the DCO. The contractor shall not be reimbursed for the costs of preparing task proposals as a direct cost under this contract or any Task Order.

- (a) The contractor agrees that issuance of a task order in accordance with any of the procedures as described below 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.

(b) Procedures for Issuance of Request for Task Proposals:

The DCO will furnish the contractor with a Request for Task Order Proposal (RTP) which will include, at a minimum:

- (1) A description of the specified work and deliverables required, including the site location;
  - (2) The anticipated performance period;
  - (3) A description of the Task Order type;
  - (4) Any property, material or services to be made available for performance of the order; and
  - (5) Any other pertinent information, such as applicable Service Contract Act Wage rates, site visit date, Certificate of Current Cost or Pricing Data.
  - (6) A reasonable response time
  - (7) The contractor shall, within the time specified in the RTP, provide the required number of copies of the proposal as set forth in the RTP. The contractor's proposal shall address the requirements as specified in the RTP which includes the requirement for cost and technical information.
  - (8) At no time shall the contractor propose a price higher than listed on Section J, Appendix H, Price List for CLINs.
- (c) In issuing tasks under this procedure, the DCO may base the issuance on factor(s)

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that he or she deems appropriate in the exercise of sound business judgment. This includes low cost technically acceptable and best value determinations.

- (d) At the conclusion of discussions/negotiations, if requested by the DCO, the Contractor shall provide a Certificate of Current Cost or Pricing Data pursuant to FAR 15.403-4 using the format as set forth in FAR 15.406-2, if applicable.
- (e) The Task Order issued will include the following information, but is not limited to:
  - (1) Date of the order;
  - (2) Contract and Task Order numbers;
  - (3) Performance-Based Statement of Work, including references to applicable specifications;
  - (4) Task Order Performance Period
  - (5) Task Order deliverables;
  - (6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);
  - (7) The total dollar value of the Task Order, and appropriate breakout for the specific task order type, if applicable;
  - (8) Accounting and appropriation data;
  - (8) The names, addresses, and phone numbers of the applicable DCO and Task Order COR as well as any other necessary points of contact; and
  - (9) Any other pertinent information deemed necessary to the performance of the order.

### **H.09 ADMINISTRATIVE INFORMATION**

- (a) The DCO is responsible for all Task Order activities including requesting Task Proposals, evaluating Task Order Proposals for award, awarding, Task Order funding, and all Task Order administration activities.
- (b) The DCO will provide a copy of issued Task Orders and Task Order modifications to the CO identified in Section G.03. Copies of performance evaluations on completed Task Orders, or Task Orders that are in process, will also be provided to the CO identified in Section G.03. The CO will provide copies of the contract and contract modifications to the DCO, upon request. The CO will also provide past performance information for work performed under this contract to the DCO.

### **H.10 SECURITY**

- (a) **Responsibility:** It is the Contractor's duty to safeguard all classified information, any information designated as sensitive and not subject to disclosure that may be provided either for Task Order proposal preparation or performance, and other

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DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft of Government assets. If Special Nuclear Material is entrusted to the Contractor during performance of this contract, it shall not be retained after the completion or termination of the contract.

- (b) Subcontracts and purchase orders. Except as otherwise authorized in writing by the DCO, the Contractor shall insert a provision to the foregoing in all subcontracts and purchase orders under this contract and any Task Orders.
- (c) (c) Specific security requirements shall be specified under individual Task Orders.

### **H.11 PERSONNEL SECURITY CLEARANCES**

Specific personnel security requirements shall be specified under individual Task Orders.

### **H.12 CONTRACTOR'S PROGRAM/TASK MANAGER**

- (a) The contractor shall designate a Task Manager for each Task Order issued under the Contract. The Task Manager will be the contractor's authorized supervisor for technical and administrative performance of all work there under. The Task Manager shall provide the single point of contact between the contractor and the Task Order COR under this contract. All administrative support for the contractor's personnel required to execute the Task Order shall be the responsibility of the Contractor.
- (b) The Contractor shall also designate a single point of contact to receive Requests for Task Proposals from the DCO.
- (d) The Contractor's Task Manager shall receive and execute, on behalf of the contractor, such technical directions as the Task Order COR may issue within the terms and conditions of the contract.

### **H.13 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT**

The contractor is required to comply with the following in accordance with the applicable DOE Order 221.1A Reporting Fraud, Waste and Abuse to the Office of Inspector General:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations or suspicions of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts.

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- The contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, contractors, or subcontractors. The contractor employees should also report to the DOE IG any allegations of reprisals taken against contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;
- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
  - (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

### **H.14 NON-SUPERVISION OF CONTRACTOR EMPLOYEES BY THE GOVERNMENT OR ITS CONTRACTORS**

No Government or Ordering Activity/Waste Generator site contractor employee shall 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.

### **H.15 APPLICABILITY OF DOE ORDERS**

The contractor shall comply with all applicable DOE Orders in Section J, Appendix F as incorporated in the individual Task Orders. Additional DOE Orders may be included at the Task Order level as required.

### **H.16 ENVIRONMENTAL PROTECTION**

The contractor shall comply with applicable Federal, State, and local laws and with the applicable regulations and standards regarding environmental protection of the public and the environment. All environmental protection matters shall be coordinated with the DCO or the Task Order COR. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by contractor negligence, the contractor shall reimburse the Government for the amount of the fine and other costs. The contractor shall also cleanup any oil spills, releases of hazardous substances, hazardous wastes, and hazardous materials resulting from the contractor's operations. The contractor shall comply with the instructions of the cognizant Federal agencies' safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of civilian personnel and surrounding communities.

The contractor shall comply with 40 CFR Part 311, and with the requirements of the latest edition of the applicable Federal agency's Spill Prevention Control and Countermeasures Plan as required by the Task Order.

### **H.17 PASSES AND BADGES**

For Task Orders requiring work to be performed on DOE sites, all contractor employees shall obtain the required employee and vehicle passes for the specific Task Order project as appropriate. The contractor shall, prior to the start of on-site work, submit to the DCO or the Task Order COR an estimate of the number of employees expected to be utilized at any one time on the Task Order. The work site shall issue badges without charge. The contractor shall turn in badges for employees: (i) who are no longer working on the contract; (ii) who no longer require access; (iii) when their badge expires; or (iv) when the contract expires or is terminated. When appropriate, badges shall be returned to the Task Order COR or work site's security office within 10 days.

### **H.18 ACCESS TO BUILDINGS**

This provision applies to all Government/Government supported sites that require the contractor to work in or near radioactively contaminated facilities/soils/water. It shall be the contractor's responsibility, through the DCO or the Task Order COR, to obtain access to the buildings and arrange for the buildings to be opened and closed for the following:

- (a) For minor work of two hours or less duration, the contractor shall contact the building manager and security organization.
- (b) For major work, defined as work in excess of two hours duration, and/or work that will create dust or noise, the contractor shall contact the DCO or the Task Order COR at least one week in advance of the start of the work. The contractor must provide a description of the work, the number of workers required, and duration of the work. Keys may be issued to the contractor; however, it shall be the contractor's responsibility to make adequate arrangements for security of the building at the end of each work day. Access to tenant spaces must be scheduled with the DCO or the Task Order COR at least ten (10) days in advance. Notice must include names of employees to be admitted, expected arrival time, and visit duration. Buildings that require an escort will be identified in the solicitation for a specific project. All access will be during normal working hours, Monday through Friday, as specified in the Task Order. The contractor shall arrange its on-site work so that it will not interfere with normal work site business. In no event shall the contractor change approved work schedules without the prior written consent of the DCO or the Task Order COR. If the contractor desires to work on Saturday, Sunday, holidays, or outside the project site's normal working hours, which normal working hours will be specified in the Task Order, it may submit a request for approval to the Task Order COR at least seven (7) working days prior to the proposed start of such work.

### **H.19 CONTRACTOR EMPLOYEES**

Upon receipt of notice of award of each Task Order, the contractor shall provide the DCO

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or the Task Order COR with the name(s) of the responsible supervisory person(s) authorized to act for the contractor.

The contractor shall furnish sufficient personnel to perform all work specified within the Task Order. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

For Government/Government supported sites: No employee or representative of the Contractor will be admitted to the work site unless that employee furnishes satisfactory proof that he/she is a citizen of the United States, unless otherwise authorized in the Task Order.

### **H.20 CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below by which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- d. claims for damages insured by usual personal injury liability coverage;
- e. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there-from;
- f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- g. claims for bodily injury or property damage arising out of completed operations; and,
- h. claims involving contractual liability insurance applicable to the Contractor's obligations. The insurance required by this special provision shall be written for not less than limits of liability specified in the Task Order or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. Certificates of insurance acceptable to the DCO shall be filed with the DCO prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the DCO. If any of the

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foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

### **H.22 SERVICE CONTRACT ACT**

The Clause "Service Contract Act of 1965" is applicable and located in the Contract Clauses Section (Section I) of this Contract. In the performance of this contract, the Contractor shall comply with the requirements of the applicable U.S. Department of Labor Wage Determination(s) for Service Contract Act covered work, as defined in the individual Task Orders.

### **H.23 DISPUTES**

In addition to any other clauses contained herein related to Disputes and/or the Contract Disputes Act of 1978, any dispute between the Contractor and the Ordering Officer shall be put into writing and submitted to the DCO identified in the Task Order for resolution.

### **H.24 MOST FAVORABLE RATE**

The contractor shall provide the parties covered under this contract the lowest priced unit rates and/or discounted rate (by CLIN) afforded to any of its customers. If at any time the contractor provides a lower rate/discounted rate to a customer outside of this contract the contractor shall notify the Contracting Officer within 3 workdays. The lower rate/discount shall be applied to this contract by way of a bi-lateral contract modification within 30 days of the utilization of the lower rate. The new lower rate/discount shall apply to any future Task Orders issued. The new lower rate/discount will not affect the pricing on Task Orders in effect at the time of the price change.

### **H.27 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, the contract shall control.

**H.28 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006)**

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

**H.29 WORKER SAFETY AND HEALTH PROGRAM**

- (a) The contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE within 120 calendar days after the notice to proceed. In performance of the work, the contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environmental, health, and safety regulations. The contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The contractor shall participate in all emergency response drills and exercises.
- (b) The contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the COR.
- (c) The Contracting Officer may notify the contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action.
- (d) In the event that the contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work.

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Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

(End of Clause)

### **H.30 PERMITS & LICENSING**

At the time of Task Order award, the Ordering Office shall verify that all required license and permits are in place and remain valid throughout the period of performance of a Task Order. The Ordering Office shall not place a Task Order with a contractor whose license has been suspended or who no longer holds the necessary permits. The Ordering Office shall not place a Task Order with a contractor who has not yet received the required license and permits.

### **H.31 GOVERNMENT FURNISHED EQUIPMENT, INFORMATION, MATERIALS**

Work will take place in a Government office and on the Savannah River Site. Normal computer equipment (computer, monitor, scanner, printer) will be furnished to the contractor. Information pertinent to the duties performed will be provided as needed and agreed upon between the DCO and contractor. Some equipment may be transported to and from other Government facilities both on and off site.

### **H.32 NONDISPLACEMENT OF QUALIFIED WORKERS**

- (a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

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- (b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.
- (c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.
- (d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order, regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of Clause)

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52.203-14 Display of Hotline Poster(s). (DEC 2007)

(a) Definition.

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"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

*[Contracting Officer shall insert-- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and (ii) The website(s) or other contact information for obtaining the poster(s).]*

(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 \$5,000,000, except when the subcontract--

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

(2) Is performed entirely outside the United States.

(End of clause)

**52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)**

**52.204-1 Approval of Contract. (DEC 1989)**

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

**52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)**

**52.204-7 Central Contractor Registration. (FEB 2012)**

**52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (FEB 2012)**

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**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)**

**52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in

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FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

**52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**

**52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (AUG 2011)**

**52.215-12 Subcontractor Certified Cost or Pricing Data. (OCT 2010)**

**52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications. (OCT 2010)**

**52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)**

**52.215-16 Facilities Capital Cost of Money. (JUN 2003)**

**52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)**

**52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)**

**52.215-19 Notification of Ownership Changes. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

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(End of clause)

### **52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) - Alternate III (OCT 1997)**

(a) *Exceptions from certified cost or pricing data.* (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If -

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include -

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

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(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: [*Insert media format*]

(End of clause)

**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 [ ] through [*insert dates*].

(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.

(End of clause)

**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 [*insert dollar figure or quantity*], 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 -

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- (1) Any order for a single item in excess of [*insert dollar figure or quantity*];
- (2) Any order for a combination of items in excess of [*insert dollar figure or quantity*]; or
- (3) A series of orders from the same ordering office within [ ] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [ ] 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.

(End of clause)

**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 [*insert date*].

(End of clause)

**52.216-24 Limitation of Government Liability. (APR 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ] dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ] dollars.

(End of clause)

**52.216-25 Contract Definitization. (OCT 2010)**

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(a) A *[insert specific type of contract]* definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a *[insert specific type of proposal (e.g., fixed-price or cost-and-fee)]* proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is *[insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]*:

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

**52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**

**52.219-8 Utilization of Small Business Concerns. (JAN 2011)**

**52.219-11 Special 8(a) Contract Conditions. (FEB 1990)**

The Small Business Administration (SBA) agrees to the following:

-

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

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(c) Except for novation agreements and advance payments, delegate to the *[insert name of contracting agency]* the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the *[insert name of contracting agency]* shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the *[insert name of contracting agency]*.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the Disputes clause of said subcontract.

(f) To notify the *[insert name of contracting agency]* 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.

(End of clause)

**52.219-12 Special 8(a) Subcontract Conditions. (FEB 1990)**

(a) The Small Business Administration (SBA) has entered into Contract No *[insert number of contract]* with the *[insert name of contracting agency]* to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The *[insert name of subcontractor]*, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. *[insert number of contract]* for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the *[insert name of contracting agency]* with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the *[insert name of contracting agency]*.

(4) That it will notify the *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the *[insert name of contracting agency]*.

(End of clause)

**52.219-13 Notice of Set-Aside of Orders. (NOV 2011)**

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its

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restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

**52.219-14 Limitations on Subcontracting. (NOV 2011)**

**52.219-17 Section 8(a) Award. (DEC 1996)**

(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 and advance payments, delegates to the *[insert name of contracting activity]* 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 *[insert name of contracting agency]* 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 *[insert name of contracting agency]*.

(End of clause)

**52.222-3 Convict Labor. (JUN 2003)**

**52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)**

**52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**

**52.222-26 Equal Opportunity. (MAR 2007)**

**52.222-35 Equal Opportunity for Veterans. (SEP 2010)**

**52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)**

**52.222-37 Employment Reports on Veterans. (SEP 2010)**

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**52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)**

**52.222-41 Service Contract Act of 1965. (NOV 2007)**

**52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (SEP 2009)**

**52.222-44 Fair Labor Standards Act and Service Contract Act - Price Adjustment. (SEP 2009)**

**52.222-50 Combating Trafficking in Persons. (FEB 2009)**

**52.222-54 Employment Eligibility Verification. (JAN 2009)**

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (MAY 2012)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

(c) In the performance of this contract, the Contractor shall-

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than-

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contract to obtain the preferred submittal format,

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if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: [*Contracting Officer shall insert full name, phone number, and email address. In addition, the Contracting Officer may include the agency Web site for reporting.*]

(End of clause)

**52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)**

**52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.223-10 Waste Reduction Program. (MAY 2011)**

**52.223-14 RESERVED.**

**52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)**

**52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (MAY 2008)**

**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**

**52.223-19 Compliance with Environmental Management Systems. (May 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)**

**52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. (NOV 2011)**

**52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises. (JUN 2000)**

**52.227-1 Authorization and Consent. (DEC 2007)**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)**

**52.227-3 Patent Indemnity. (APR 1984)**

**52.227-11 Patent Rights--Ownership by the Contractor. (DEC 2007)**

(a) As used in this clause--

"Invention" means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

"Made" means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

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(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

"Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention" means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or

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a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to

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U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to

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subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. [*Complete according to agency instructions.*]

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

**52.227-14 Rights in Data--General. (DEC 2007)**

**52.228-5 Insurance - Work on a Government Installation. (JAN 1997)**

**52.229-3 Federal, State, and Local Taxes. (APR 2003)**

**52.232-1 Payments. (APR 1984)**

**52.232-8 Discounts for Prompt Payment. (FEB 2002)**

**52.232-17 Interest. (OCT 2010)**

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### 52.232-23 Assignment of Claims. (JAN 1986)

### 52.232-25 Prompt payment. (OCT 2008)

### 52.232-32 Performance-Based Payments. (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.* (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.* (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

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(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's -
  - (i) Failure to make progress; or
  - (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.* (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
  - (ii) Special tooling and special test equipment to which the Government is to acquire title;
  - (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
  - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

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(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not -

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall -

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause -

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right,

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remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that -

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

**52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**

**52.232-36 Payment by Third Party. (FEB 2010)**

**52.233-1 Disputes. (JUL 2002)**

**52.233-3 Protest after Award. (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

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**52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**

**52.237-3 Continuity of Services. (JAN 1991)**

**52.239-1 Privacy or Security Safeguards. (AUG 1996)**

**52.242-13 Bankruptcy. (JUL 1995)**

**52.243-1 Changes - Fixed-Price. (AUG 1987)**

**52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)**

**52.243-7 Notification of Changes. (APR 1984)**

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [ ] (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including -
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions

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affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within [ ] (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made -

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

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Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

### **52.244-5 Competition in Subcontracting. (DEC 1996)**

### **52.244-6 Subcontracts for Commercial Items. (DEC 2010)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**52.245-1 Government Property. (APR 2012)**

**52.245-9 Use and Charges. (APR 2012)**

**52.246-20 Warranty of Services. (MAY 2001)**

(a) *Definition.*

Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [*Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., within 30 days from the date of acceptance by the Government; within 1000 hours of use by the Government; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time*]. This notice shall state either -

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

**52.246-23 Limitation of Liability. (FEB 1997)**

**52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)**

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**52.249-4 Termination for Convenience of the Government (Services) (Short Form). (APR 1984)**

**52.251-1 Government Supply Sources. (APR 2012)**

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

(End of clause)

**52.252-4 Alterations in Contract. (APR 1984)**

Portions of this contract are altered as follows: [ ]

(End of clause)

**52.253-1 Computer Generated Forms. (JAN 1991)**

**952.202-1 Definitions.**

As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

**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.

(End of Clause)

**952.204-2 Security. (MAR 2011)**

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

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for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

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

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

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

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

(g) Definition of Special Nuclear Material. The term "special nuclear material" means- (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 (section 51 as amended, of the Atomic Energy Act of 1954) has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Access authorizations of personnel. (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

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

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to

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Classified Information (August 4, 1995), Sections 3.3(c) and (d).

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

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

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

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

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

B. Each entity that provided information concerning the individual;

C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

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

E. The results of the test for illegal drugs.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) Foreign Ownership, Control, or Influence. (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov/>. When completed the Contractor must print and sign one copy of the SF 328 and

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submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

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

(l) Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(End of clause)

### **952.204-70 Classification/Declassification. (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which

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involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Classifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

(End of clause)

### **952.204-72 Disclosure of information. (APR 1994)**

(a) It is mutually expected that the activities under this contract will not involve classified information. It is understood, however, that if in the opinion of either party, this expectation changes prior to the expiration or terminating of all activities under this contract, said party shall notify the other party accordingly in writing without delay. In any event, the Contractor shall classify, safeguard, and otherwise act with respect to all classified information in accordance with applicable law and the requirements of DOE, and shall promptly inform DOE in writing if and when classified information becomes involved, or in the mutual judgment of the parties it appears likely that classified information or material may become involved. The Contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.

(b) The Contractor shall not permit any individual to have access to classified information except in accordance with the Atomic Energy Act 1954, as amended, Executive Order 12356, and DOE's regulations or requirements.

(c) The term "Restricted Data" as used in this article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

(End of clause)

### **952.204-75 Public Affairs. (DEC 2000)**

(a) The Contractor must cooperate with the Department in releasing unclassified information to the public

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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.

(End of Clause)

### **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

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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.

(End of Clause)

**952.208-7 Tagging of leased vehicles. (APR 1984)**

(a) DOE intends to use U.S. Government license tags.

(b) While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the Contractor shall furnish the DOE the documentation required by the State to acquire such tags.

(End of clause)

**952.208-70 Printing. (APR 1984)**

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

(End of clause)

**952.209-72 Organizational conflicts 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)

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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.

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(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.

(End of clause)

**952.215-70 Key Personnel. (DEC 2000)**

(a) The personnel listed below or elsewhere in this contract [*Insert cross-reference, if applicable*] are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(1) Notify the Contracting Officer reasonably in advance;

(2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and

(3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

**Joe Lyon, Program Manager**  
**Nancy P. Bonesteel, PMP, Project Manager**

(End of clause)

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**952.219-70 DOE Mentor-Protege program. (MAY 2000)**

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

**952.223-71 Integration of environment, safety, and health into work planning and execution.**

As prescribed in 923.7003, the clause set forth at 970.5223-1 shall be included in all contracts and subcontracts for, and be made applicable to, work to be performed at a government-owned or leased facility where DOE has elected to assert its statutory authority to establish and enforce occupational safety and health standards applicable to the work conditions of contractor and subcontractor employees, and to the protection of the public health and safety.

**952.226-71 Utilization of Energy Policy Act target entities. (JUN 1996)**

(a) Definition. Energy Policy Act target groups, as used in this provision means --

(1) An institution of higher education that meets the requirements of 34 CFR 600.4(a) and has a student enrollment that consists of at least 20 percent --

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) Institutions of higher learning determined to be Historically Black Colleges and Universities by the Secretary of Education pursuant to 34 CFR 608.2; and

(3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Obligation. In addition to its obligations under the clause of this contract entitled Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns, the contractor, in performance of this contract, agrees to provide its best efforts to competitively award subcontracts to entities from among the Energy Policy Act target groups.

(End of clause)

**952.226-72 Energy Policy Act subcontracting goals and reporting requirements.**

As prescribed in 926.7007(c), insert the following clause:

**ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)**

(a) Definition. Energy Policy Act target groups, as used in this provision means --

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(1) An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent --

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) Institutions of higher learning determined to be Historically Black Colleges and Universities by the Secretary of education pursuant to 34 CFR 608.2; and

(3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Goals. The Contractor, in performance of this contract, agrees to provide its best efforts to award subcontracts to the following classes of entities --

(1) Small business concerns controlled by socially and economically disadvantaged individuals or by women: [\* \* \*] percent;

(2) Historically Black colleges and universities: [\* \* \*] percent; and

(3) Colleges or universities having a student body in which more than 20 percent of the students are Hispanic Americans or Native Americans: \* \* \* percent. [*\* \* \* These goals are stated in a percentage reflecting the relationship of estimated award value of subcontracts to the value of this contract and appear elsewhere in this contract.*]

(c) Reporting requirements. (1) The Contractor agrees to report, on an annual Federal Government fiscal year basis, its progress against the goals by providing the actual annual dollar value of subcontract payments for the preceding 12-month period, and the relationship of those payments to the incurred contract costs for the same period. Reports submitted pursuant to this clause must be received by the Contracting Officer (or designee) not later than 45 days after the end of the reporting period.

(2) If the contract includes reporting requirements under FAR 52.219-9, Small Business Subcontracting Plan, the Contractor's progress against the goals stated in paragraph (b) of this clause shall be included as an addendum to Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, as applicable, for the period that corresponds to the end of the Federal Government fiscal year.

(End of clause)

**952.226-74 Displaced employee hiring preference. (JUNE 1997)**

(a) Definition. Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the Contractor agrees that it will provide a preference in

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hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

### **952.233-2 Service of protest.**

As prescribed in 933.106(a), add the following to the end of the Provision at 48 CFR 52.233-2:

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

(End of provision)

### **952.233-4 Notice of protest file availability. (AUG 2009)**

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

(End of provision)

### **952.233-5 Agency protest review. (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

(End of provision)

### **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.

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(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."

(End of Clause)

### **952.245-2 Government property (fixed-price contracts).**

Modify FAR 52.245-2 by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in the first sentence of paragraphs (e)(1) and (e)(2) of the clause.

**Section J – List of Appendices**

**Appendix A- Performance Work Statement**

**Appendix B – Sample Task Order**

**Appendix C – Labor Skill Categories Descriptions**

**Appendix D - List of Deliverables**

**Appendix E – Invoice, Correspondence Instructions and Invoice Reporting Format**

**Appendix F - Applicable DOE Directives, Manuals, and Regulations**

**Appendix G – Reporting Requirements Checklist**

**Appendix H – Pricing Schedule**

**Appendix I – Service Contract Act Wage Determination**

## **Section J – Appendix A**

### **PERFORMANCE WORK STATEMENT**

**Administrative Support Services  
for  
Department of Energy  
Savannah River Operations  
Savannah River Site  
Aiken, SC**

#### **C.1.0 Introduction**

This contract will provide support for the Department of Energy, Savannah River Operations Office, Savannah River Site (SRS) and any other agencies authorized to make purchases hereunder. It is primarily for administrative support services but also covers other technical, maintenance and operation support services as mutually agreed upon between the Government and the Contractor. The contract term is for two years from the date of the execution of the contract. Work will be accomplished under an Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract. The ID/IQ Contract will allow for the inclusion of Fixed Price and Time and Material/Labor Hours as needed for appropriate tasks.

#### **C.1.1. Objectives**

Services to be acquired under this contract are for the purpose of performing a variety of administrative services as well as technical and application support functions and other maintenance and operations services as listed in the Performance Work Statement (PWS). The contract allows for other functions not specifically delineated to be added during the term of the contract to include all option years. This contract reflects the application of performance-based contracting approaches and techniques which emphasize results and minimize “how to” performance descriptions. The Contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract. Accordingly, this contract provides flexibility to the Contractor in managing and operating SRS activities within the terms and conditions stated herein.

#### **C.1.2. Organizational Structure and Mission**

Savannah River Operations (SR), Savannah River Site (SRS) is a key Department of Energy (DOE) industrial complex dedicated to environmental management and cleanup, nuclear weapons stockpile stewardship, and nuclear materials disposition in support of the U.S. nuclear non-proliferation efforts. The site also develops and deploys technologies to support the environmental cleanup and energy independence. The SRS is a 310-square mile DOE industrial facility located in Aiken, Allendale and

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Barnwell Counties in South Carolina. SRS is dedicated to environmental management cleanup, developing and deploying technologies to support the cleanup mission, providing capability for supporting the enduring nuclear weapons stockpile, and processing and storing nuclear materials in support of U.S. nuclear non-proliferation efforts.

### **C.2.0. Scope**

The contractor shall perform a full array of services as broadly specified in the IDIQ Performance Work Statement (PWS). Individual tasks will be further defined within the IDIQ at the task order level. Services shall include, but not be limited to, support of the following entities: Citizen Advisory Board; Field Chief Financial Officer; Information Services; Office of Acquisition Management; Office of Human Capital Management; Administrative Specialists; Program Manager for Office Services;; Grounds Maintenance; and Asset Management.

### **C.2.1 Core Capabilities**

- Provide support for the full administration of the Savannah River Site (SRS) Citizens Advisory Board's (CAB) operations and activities under the directions of the Contracting Officer Representative (COR).
- Provide daily support in the areas of budget and financial accounting to the Field Chief Financial Officer (CFO) located at the SRS.
- Provide Enterprise Information Services (EIS) Support.
- Provide daily administrative support services to the Office of Acquisition Management (OAM) on contract closeouts to a wide variety of offices located at the SRS as well as contract management support services as directed by the Contracting Officers Representative (COR).
- Provide support to the DOE-SR Office of Human Capital Management (OHCM) office by providing a wide variety of assistance in staffing and database management.
- Provide daily administrative support services to a wide variety of offices located at the SRS.
- Provide daily program management support in the areas of office services for task personnel at the SRS. The efficient accomplishment of these tasks is vital to the daily mission at the SRS.
- Provide Asset Management support.

### **C.2.2 Phase-In/Transition Period**

The Government intends to allow 60 days for phase-in/transition. The phase-in/transition period shall be in accordance with Section I, FAR 52.237-3, Continuity of Services. This period allows for the establishment of operations and infrastructure in preparation for full performance, to include preparation and submission of proposals on task orders.

### **C.3.0 Performance Requirements**

Work areas listed below may be required under the term of this contract. When required, the contractor will be notified by the Government by issuing a request for quote. Once each party has mutually agreed, the Government will issue the resulting task order for work to be performed under this IDIQ.

#### **C.3.1 Task 1 – Citizen Advisory Board (CAB) Support (CLIN 001)**

The contractor shall support the full administration of the SRS CAB's operations and activities under the direction of the Contracting Officer Representative (COR). This would include securing meeting facilities; the scheduling and coordination of presenters and presentations; scheduling and processing members' travel; maintaining databases, records and files; and operating electronic equipment during meetings for public meetings or tours. Specific duties will be listed at the task order level.

#### **C.3.2 Task 2 – Support for the Field Office Chief Financial Officer (CLIN 002)**

The contractor shall provide daily technical and administrative assistance in the area of budget and financial accounting to the Field Chief Financial Officer as instructed by the Contracting Officers Representative (COR).

#### **C.3.3 Task 3 – Enterprise Information Services (EIS) Support (CLIN 003)**

The contractor shall have overall responsibility for planning, directing and coordinating activities pertaining to technology and business unit (BU) projects on an enterprise level. This includes but is not limited to IBMS efforts currently underway at the DOE-SR; computer hardware and software resources for the SRS federal and support contractors including operation and maintenance of physical servers, virtual servers and storage area network devices in the data center; and responsible for DOE-SR space in the Central Computing Facility and Backup Computing Facility.

#### **C.3.4 Task 4 – Office of Acquisition Management (OAM) Support (CLIN 004)**

The contractor shall provide administrative support services for the OAM by assisting in the initiation, tracking and completion of contract closeout of expired Federal contracts, financial assistance instruments and interagency agreements. This includes but is not limited to, data entry and word processing support for the OAM. Specific duties will be listed at the task order level.

#### **C.3.5 Task 5 – Office of Human Capital Management (OHCM) Support (CLIN 005)**

The contractor shall provide expertise in the areas of recruitment and staffing procedures, initiatives directly related to OHCM's efforts to effectively support the DOE-SR mission, and support to the Primary Organizational Web Based Employee Records (POWER) or its successor systems and its related functions and processes. The POWER System will be maintained until transitioned to new capability under the EIS with support.

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**C.3.6 Task 6 – Administrative Support (CLIN 006)**

The contractor shall provide a broad range of administrative support services, both general and specialized, to Federal employees and their support service contractors located at the SRS. Specific duties will be outlined at the task order level.

**C.3.7 Program Analysts for Manager’s Office (CLIN 007)**

The contract shall provide daily program and analytical support services to the DOE-SR Manager’s Office.

**C.3.8 Office Support Services (CLIN 008)**

The contract shall provide a broad range of office support services, both general and specialize, to ensure the accomplishment of all the overall mission of the Federal staff at DOE-SR. These include, but are not limited to, support for the following services: Asset management (to include supply room services), mailroom services (to include, but not limited to, movement of items, maintain furniture warehouse, minor cubicle reconfiguration), facilities, printing and copier services, conference rooms, and motor vehicle pools. Specific duties will be outlined in Task Orders.

**C.3.9 Administrative Support Program Manager (CLIN 009)**

The contractor shall provide a program manager to oversee the daily functions for the conduct, performance, evaluation, and inherent human resources functions, as well as ensure the accomplishment of all administrative, performance, and reporting requirements therein, of the support personnel with duties at the SRS. This includes, but is not limited to, support for the following services: Asset management (to include supply room services), mailroom services, facilities, communication, printing and copier services, conference rooms and vehicle pools. Specific duties will be outlined at the task order level.

**C.3.8 Task 10 – Defense Nuclear Facility Safety Board (DNFSB) Support (CLIN 010)**

The Contractor shall provide support to the Government in the interface and support of the DNFSB site representatives and provide direct interface between the DNSFB site representatives and staff as well as DOE-SR and SRS contractors. Specific duties will be listed at the task order level.

**C.3.9 Task 11 – Other Direct Costs (CLIN 011)**

See Section J Appendix H Pricing Schedule CLIN 011 ODC

**C.3.10 Task 12 – Subject Matter Experts (CLIN 012)**

Section J Appendix H Pricing Schedule CLIN 012 SME and Section J Appendix C Labor Skills Categories MOD 001

#### **C.4. Performance Standards**

Applicable standards with the acceptable quality levels and method of surveillance will be included at the task order level. The following list outlines performance standards that could be used at the task order level, if appropriate.

#### **PERFORMANCE MEASURES**

- a. **Accuracy** - Work products and deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style
- b. **Clarity** - Work products and deliverables shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- c. **Consistence to Requirements** - All work products and deliverables must satisfy the requirements stated herein.
- d. **File Editing** - All text and diagrammatic files shall be editable by the Government.
- e. **Format** - Work products and deliverables shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.

#### **C.5. Place of Performance**

The work to be performed under this contract will be performed at the Government facility unless the Contractor is otherwise notified.

#### **C.6 Period of Performance**

The period of performance will be established in each individual Task Order.

#### **C.7. Term of Contract**

The total term of this contract is two years. Task Orders (TO) may be issued during any of the contract years. The performance period for each TO will be specified in the TO and may extend beyond expiration date of this contract in accordance with the Indefinite Quantity clause at Section I.

#### **C.8. Schedule of Deliverables**

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The schedule for each deliverable will be listed at the task order (TO) level. The following table is a Template that could be used at each Task Order, if appropriate.

PWS Task#	Deliverable Title	Format	Due Date	Distribution/Copies	Frequency and Remarks
C.3.1	To be issued in individual TO				
C.3.2	To be issued in individual TO				
<p><b>Format:</b> Work products and deliverables shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified directives or manuals.</p>					

**C.9. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI)**

All GFE/GFI/Government furnished resources will be listed under individual task orders whenever issued.

**C.10. Travel Requirements**

The Government shall reimburse all travel related to the performance of this contract. Point of Origin for travel will be determined as the SRS. All travel will be in compliance with the Joint Travel Regulations (JTR) and must be approved by the COR. Request for travel reimbursements must be submitted monthly along with vouchers and must include documentation of charges, if requested. Travel will be authorized, tracked and reported at the Task Order level.

**C.11. References**

All Regulations, Directives and other documents applicable to the performance of each Task Order are included in Section J, Appendix F. Additional regulations, directives, or manuals will be identified in each Task Order as appropriate.

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**SECTION J APPENDIX B**  
**NOVA'S Sample Task Order**

SECTION A – CONTINUATION

TASK ORDER REQUIREMENT

- a. This is a Firm Fixed Price task order with some Time and Material (T&M) requirements issued in accordance with IDIQ Contract No. **XXXXXXXXXX** to provide Administrative Support Services to the Department of Energy, Savannah River Operations, and Savannah River Site (SRS) located at Aiken, SC.
  
- b. The Government's requirements are defined in the attached Task Order Performance Work Statement (PWS).
  
- c. The Period of Performance for this task order is from **(INSERT DATE)** to **(INSERT DATE)** and will include four (4) one year optional periods.



## Section C. – Description/Specification

### **PERFORMANCE WORK STATEMENT (PWS)**

#### **C.3.1 Task 1 – Citizen Advisory Board (CAB) Support**

The contractor shall provide the necessary labor and technical expertise to support the full administration of the SRS CAB's operations and activities under the instruction of the Contracting Officers Representative. Services shall include setting up, facilitating, and coordinating CAB meetings; providing technical assistance for coordinating recommendations and information; and perform public affairs functions that will include, but is not limited to, the following:

##### **C.3.1.1. Administration**

- Support the full administration of the SRS CAB operations and activities in coordination with COR review and approval.
- Coordinate the development of all meeting agendas with CAB committee chairs and site technical experts.
- Coordinate and attend site tours, as requested by CAB members.
- Prepare finalized recommendations with a transmittal letter for Board Chair for approval no later than the next business day after each six annual full CAB meetings.
- Coordinate CAB membership drives.
- Plan, prepare, distribute, and submit information for soliciting new CAB members.
- Conduct CAB membership candidate phone interviews.
- Assist in preparing package for DOE Headquarters (HQ) for CAB Membership approval.
- Assist in notifying CAB membership candidates of selection status.
- Assist in the planning and conduct of New Member Orientations.
- Serve as CAB Administrator and participate on EM SSAB matters.
- Coordinate CAB-sponsored outreach activities.
- Develop and facilitate CAB Speakers Bureau, as requested.
- Take written notes or electronically recording committee meeting proceedings to prepare meeting summary within five calendar days following CAB committee meetings.
- Transcribing meeting minutes within 30 calendar days following CAB meeting.
- Prepare handouts/resource books –electronically and/or hard copy–for each of the six annual full CAB meetings, 25 estimated annual committee meetings, and three annual special meetings.
- Provide general mailing 14 business days prior to each of the six annual full CAB meetings.
- Prepare written notice to all CAB members at least 14 business days prior to an election.

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- Coordinates request for information from CAB members and general public via email or post, as appropriate.
- Develop CAB Work Plan in coordination with CAB members and DOE input.
- Assist CAB members in securing information on technical issues from Site.
- Coordinates for DOE/Contractor points of contact staff.
- Assist in the finalization of CAB Recommendations in coordination with committee chairs, as needed.
- Coordinate travel for CAB members, as needed, to all meetings and tours, in compliance with the Federal Travel Regulations (FTR).
- Processes all approved CAB travel and provide reimbursements to CAB members for all approved travel vouchers in compliance with the FTR within five business days.
- Prepare all CAB outgoing correspondence and electronic messages.
- Prepare and maintain files and databases of CAB correspondence, members, meetings, and activities.
- Photograph or arrange for photographer, audio/visual equipment, and equipment Technician, for all meetings, as needed.
- Initiate request for equipment/relocations utilizing approved procedures.
- Order copy supplies, as directed by COR, using approved procedures.
- Attend weekly CAB Support Team meetings with COR and maintain group planning calendar.
- Securing Government van for team travel to offsite meeting locations.
- Prepare separate meeting presentation/information packets for Site Manager and DOE Very Important Personnel (VIP) (Site Manager, contractor presidents, division director, etc.)
- Take notes (written or electronic) at all meetings of actions stated and provide coordinated follow up.
- Coordinate and track written public comments; file in Public Comment binder and on shared drive as directed by COR.
- Send thank you email to presenters and special attendees within 3 business days following meetings.

### **C.3.1.2. Meeting Coordination**

- Secure facilities for, coordinate, and attend an estimated 25 annual committee meetings. Facilities shall be secured no later than 30 business days prior to meeting date.
- Submit all presentations to DOE HQ for 72 hour review and ensure STI security review completed by presenter.
- Load presentations, set up, and operate online meeting equipment and computers.
- Coordinate/print finalized PowerPoint presentations.
- Take attendance at all meetings.
- Secure facilities for, coordinate, and attend four estimated annual special meetings (retreat, orientation, work plan development, workshops, etc.).
- Set up meeting rooms prior to all meetings.

- Arrange catering of lunch, continental breakfast, two coffee/snack breaks no later than 14 business days prior to meeting date.
- Prepare and distribute lunch tickets for CAB members and presenters.
- Prepare name tags and order signs, as directed by COR, for each of the six annual meetings.

### **C.3.1.3. Facilitation**

Attend and facilitate six annual full CAB meetings utilizing provided agenda.

### **C.3.1.4 Technical Coordination**

- Submit all presentations to DOE HQ for 72-Hour review and ensure STI security review completed by presenter.
- Publish six annual full CAB meeting notifications in Federal Register no later 30 calendar days prior to meeting.
- Participate/take notes of monthly chairs/coordinators conference calls.
- Attend and assist in preparing CAB chairpersons for Chairs' meetings.
- Create and maintain contact matrix for presenters and managers.
- Load presentations, set up, and operate online meeting equipment and computers.
- Prepare and report recommendation status.
- Schedule and attend the Deputy Designated Federal Officer (DDFO) planning meetings and dry runs of presentations at least 14 calendar days prior to CAB meetings.
- Schedule and attend the DDFO recommendation response meetings at least 14 calendar days after CAB meetings.
- Prepare committee chairs' 'Things to Remember' for meeting.

### **C.3.1.5. Graphic and Outreach Coordination**

- Develop, design, and reproduce multimedia materials i.e., display posters, brochures, handouts, as assigned.
- Maintain and update existing presentations as directed by COR.
- Maintain and update CAB letterhead, documents, presentations, website, bulletin board, plaques, etc., as needed.
- Design CAB's "Board Beat Newsletter"; research and coordinate articles, publish and coordinate the reproduction of hard copy and submit electronic edition for website, and dissemination to CAB, database distribution, and Federal workforce.
- Prepare and submit advertisements, news releases, and public service announcements of meetings at least 14 calendar days prior to each CAB meeting, as appropriate.
- Coordinate/print finalized PowerPoint presentations.

### **C.3.1.6. Technical Advisor**

- Track DOE letter commitments to CAB recommendations and advise CAB committee chairs and DOE at least 30 calendar days prior to next CAB meeting.
- Maintain electronic database and prepare reports on recommendations at full CAB board meetings (six meetings annually).
- Researches information for draft input and provides research to CAB committee members as directed by COR.
- Prepare first draft of recommendations based on CAB input.

### **C.4 Place of Performance**

The work to be performed under this contract will be performed at the Government facility unless otherwise notified.

### **C.5 Government Furnished Resources /Government Furnished Equipment (GFE)/Government Furnished Information (GFI)**

The Government will furnish all facilities, materials, property, and equipment for on-site use in the performance of this contract as specified. Under limited circumstances, such as during meetings held in off-site locations, the Government will provide facilities, materials, property and equipment for tasks not requiring a continuous on-site presence. The following will be provided during on-site activity of this contract:

- a. Computer system with access to the site network.
- b. A work area consisting of a desk, telephone, temporary storage for equipment, and office supplies applicable to the job.
- c. Access to a copier, scanner, and FAX machine.
- d. All specialized computer equipment required to conduct CAB meetings.

### **C.6 Travel Requirements**

The Government shall reimburse all travel related to the conduct of this contract. Point of origin for travel will be determined as the SRS. All travel will be in compliance with the Joint Travel Regulations (JTR). All travel must be approved or authorized by the COR. Requests for travel reimbursements must be submitted monthly along with vouchers and must include documentation of charges, if requested.

### C.7 Schedule of Deliverables

All deliverables required under this task shall be submitted in accordance with the following schedules.

PWS Task#	Deliverable Title	Format	Due Date	Distribution/Copies	Frequency and Remarks
C.3.1	To be issued in individual TO				
C.3.2	Financial and accounting reports				
<p><b>Format:</b> Work products and deliverables shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified directives or manuals.</p>					

### C.8 Performance Standards

General quality measures, as set forth below, will be applied to each work product and deliverable received from the contractor under this contract.

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
<b>Accuracy-</b> Work Products and deliverables shall be accurate in the presentation, technical content and adherence to accepted elements of style.	95% of the time	Routine inspection of deliverable products.
<b>Clarity</b> - Work products and deliverables shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.	95% of the time	Observance of performance and work products.

<b>Consistence to Requirements</b> - All work products and deliverables must satisfy the requirements stated herein.	100% of the time	Routine inspection of deliverable products
<b>Timeliness</b> – Work products will be submitted on or before assigned deadlines as provided with each deliverable.	100% of the time	Routine inspection of deliverable products.
<b>Format</b> - Work products and deliverables shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified directives or manuals.	95% of the time.	Routine inspection of deliverable products.
<b>File Editing</b> – All Text and diagrammatic files shall be editable by the Government.	100% of the time.	

**C.9 Directives, Laws, Regulations, Manuals and Procedures**

The following publications are applicable to this performance of this task.

- Public Law 92-463 (Federal Advisory Committee Act)
- 41 Code of Federal Regulations (CFR) Chapters 300 – 304 (JTR)
- DOE Order 243.1 (Records Management)
- DOE Manual 515.1-1(Advisory Committee Management Program)
- DOE Publication 141.2 (Public Participation and Community Relations)
- Savannah River Operations Office (SR) Implementing Procedure (SRIP) 243.1 (Records Management Program)
- SR SRIP 560.1 (Authorized Use of Government Telecommunications Systems)
- Add CAB website cite

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

**SKILL OR RELEVANT EXPERIENCE REQUIREMENT**

**CLIN 001**

The contractor will provide personnel to conduct the following duties, having sufficient experience and skills, as follows:

**1. Administration**

- a. Bachelor's Degree in Communications.
- b. Have a minimum of two years' experience in administration/management of diverse work group involved with public affairs.
- c. Must be an effective communicator (oral and written).
- d. Have an ability to work professionally with individuals, the public and diverse groups.
  - a. Must be proficient in the use of office equipment, including computers, scanners, fax, etc.
  - b. Have well-developed time management skills.
  - c. Have well-developed management, budgeting, and schedule coordination skills.

**2. Meeting Coordination**

- a. Have a minimum of one year of experience in negotiating with meeting venues (hotels, community centers, etc.) to secure meeting facilities, arranging catering, etc. for hosting meetings.
- b. Must be an effective communicator (oral and written).
- c. Have an ability to work professionally with individuals, the public and diverse groups.
- d. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- e. Must be proficient in the use of Microsoft Office software (Excel, PowerPoint, Word, etc.) and able to create professional quality correspondence, documents, reports, and maintain database information.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

- f. Have well-developed time management skills.

**3. Facilitation**

- a. Have a minimum of three years' experience in conducting professional meetings with special emphasis on promptness and adherence to agendas.
- b. Have a working knowledge of Roberts Rules of Order.
- c. Have an ability to work professionally with individuals, the public and diverse groups.
- d. Have good creative, organizational and communication skills.
- e. Have an ability to resolve conflict or issues that impact the smooth conduct of the meeting.

**4. Technical Coordination**

- a. Have a general working knowledge of SRS, its missions and facilities.
- b. Have a general knowledge of, or the ability to, research for CAB requested information, resources, or site personnel.
- c. Have an ability to work professionally with individuals, the public and diverse groups.
- d. Have good creative, organizational and communication skills (oral and written) and an ability to meet deadlines.

**5. Graphic and Outreach Coordination**

- a. Must be creative with a general working knowledge of graphic art.
- b. Must be an effective communicator (oral and written).
- c. Have an ability to work professionally with individuals, the public, and diverse groups.
- d. Must be proficient in the use of office equipment, including computers (PC and Apple), scanners, fax, etc.
- e. Must be proficient in the use of Microsoft Office software (Excel, PowerPoint, Word, etc.) and able to create professional quality correspondence, documents, reports, and maintain database information.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

- f. Have well-developed time management skills.

**6. Technical Advisor**

- a. Have an extensive working knowledge of SRS, its missions and facilities
- b. Have an ability to work professionally with individuals and groups (Federal, contractor, and the general public) on a wide variety of issues as they relate to the CAB.
- c. Has a general knowledge of, or the ability to, research for CAB requested information, resources, or site personnel.
- d. Have the ability to accurately report on all CAB committee meetings.
- e. Have good creative, organizational and communication skills (oral and written) and an ability to meet deadlines.

**CLIN 002 Required Skills (MODIFICATION 005)**

**1. Budget Technician**

- a. Must have a minimum of one years' experience in general accounting terms, processes, and procedures.
- b. Must be an effective communicator (oral and written).
- c. Have an ability to work professionally with individuals and diverse groups.
- a. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- b. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader, as well as various web based applications and utilities as directed by the DOE Task Manager.
- a. Have well-developed time management skills.
- b. Must sign a non-disclosure agreement.

**2. Budget Analyst I**

- a. Must have a minimum of one years' experience in general accounting terms, processes, and procedures.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

- b. Must be an effective communicator (oral and written).
- c. Have an ability to work professionally with individuals and diverse groups.
- b. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- c. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader, as well as various web based applications and utilities as directed by the DOE Task Manager.
- c. Have well-developed time management skills.
- d. Must sign a non-disclosure agreement.

**3. Budget Analyst II**

- a. Bachelor's degree in Business, Finance, Accounting, Marketing, Mathematics or related fields with experience in financial software systems and budgeting
- b. Must be an effective communicator (oral and written).
- c. Have an ability to work professionally with individuals and diverse groups.
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader, as well as various web based applications and utilities as directed by the DOE Task Manager.
- e. Have well-developed time management skills.
- f. Must sign a non-disclosure agreement.

**4. Accounting Technician**

- a. Must have a minimum of one years' experience in general accounting terms, processes, and procedures.
- b. Must be an effective communicator (oral and written)
- c. Have knowledge of Federal payroll and travel regulations and procedures, to include Office of Personnel Management, Joint Travel Regulations, and others as required.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

- d. Have an ability to work professionally with individuals and diverse groups. Regular coordination is required with DOE Headquarters, DOE-SR, and various Federal, State, and local Governments for taxation purposes.
- e. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- f. Must be proficient in the use of Microsoft Office (Word / Excel / PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader, as well as various web based applications and utilities as directed by the DOE Task Manager.
- g. Have well-developed time management skills.
- g. Have the ability to apply analytical and evaluative methods and techniques in the review of documents, spreadsheets, etc.
- i. Must sign a non-disclosure agreement.

**CLIN 003**

**7. Project Manager**

- a. Bachelor's Degree in Computer Science, Management Information Systems, Engineering or related discipline with a minimum of five years' experience managing projects in excess of \$1,000,000 per year that cross multiple organizations and disciplines.
- b. Combination of five years of Project Management in information technology, including one year of recent (within last 12 months) experience in a management or supervisory capacity, to include one year of experience in the functional area of the project to be managed.
- c. Project Management Professional Certification required.
- d. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- e. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers
- f. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Microsoft Project, Microsoft Visio, Internet Explorer, Lotus Notes, and Adobe Professional.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

- g. Ability to maintain or obtain a “Q” security clearance is required.

**8. Business Process Analyst**

- a. Must have a minimum of three years’ experience in business process analytics.
- b. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Microsoft Project, Microsoft Visio, Internet Explorer, Lotus Notes, and Adobe Professional.
- e. Ability to maintain or obtain a “Q” security clearance is required.

**9. Data Analyst**

- a. Must have a minimum of three years’ experience in business process analytics.
- b. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Microsoft Project, Microsoft Visio, Internet Explorer, Lotus Notes, and Adobe Professional.
- e. Ability to maintain or obtain a “Q” security clearance is required.

**10. Data Integrator**

- a. Must have a minimum of three years’ experience in the areas of records management, document control, and enterprise content management.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

- b. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Microsoft Project, Microsoft Visio, Internet Explorer, Lotus Notes, and Adobe Professional.
- e. Ability to maintain or obtain a “Q” security clearance is required.

**11. Records Management Specialist**

- a. Must have a minimum of three years’ experience in records management.
- b. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- e. Electronic Records Management Specialist and Information Organization Access Specialist certifications preferred.
- f. Ability to maintain or obtain a “Q” security clearance is required.

**12. Document Management Specialist**

- a. Must have a minimum of three years’ experience in Document Control Procedures.
- b. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.

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- d. Must be proficient in the use of Microsoft Office (Word / Excel / PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- e. Ability to maintain or obtain a “Q” security clearance is required.

**13. Database Administrator**

- a. Five years technical experience designing logical data models, implementing physical schema, and implementing and maintaining databases.
- b. Five years’ experience in developing and administering database management systems and/or enterprise data warehouses.
- c. Bachelor’s degree in Computer Science or a related field is required.
- d. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- e. Ability to maintain or obtain a “Q” security clearance is required.

**14. System Administrator/E-mail Administrator Level 2**

- a. Five years of experience in administrating Windows based servers with at least two years’ experience Linux.
- b. Three experience in designing, implementing, and maintaining Lotus Notes and limited experience in Microsoft Exchange environment.
- c. Must be able to maintain email encryption technologies on multiple devices and environments (for example, laptops, desktops, tablets, smart phones) using FIPS-140 compliant tool.
- d. Microsoft Certified Systems Engineer (MCSE), with three years’ experience with migrating Lotus to Exchange environment is preferred.
- e. Bachelor’s degree in Computer Science or a related field is required.
- f. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- g. Ability to maintain or obtain a “Q” security clearance is required.

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**15. System Administrator/Network Engineer-SharePoint Level 1**

- a. Three years' experience working with MS SharePoint Platform with recent experience (within the last 12 months) using MOSS 2007 specifically) in an administrative capacity.
- b. Three years' experience with Microsoft Windows Server administration maintenance in an enterprise environment; Concentrations on Windows Server 2003 x86 and x64, Windows Server 2008 x86 and x64, including Standard, Enterprise and Datacenter Editions (and/or R2).
- c. Three years' experience of Windows 2003 Server with Active Directory design, architecture, and administration.
- d. Three years' experience with SharePoint Development, SharePoint Designer Workflow, InfoPath Forms Development, Custom Web Part Development, SharePoint Branding Experience, CAML, HTML, ASPX.
- e. Three years' experience with SQL Server 2005 and 2008 as it relates to SharePoint server along with basic understanding of SQL Clustering theories and Data Storage.
- f. Two years' experience in configuration and issue resolution of MS Internet Information Services (IIS).
- g. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- h. Bachelor's degree in Computer Science or related field is required. May substitute one year of hands on experience in a relevant field for each year of formal training.
- i. Ability to maintain or obtain a "Q" security clearance is required.

**16. System Administrator/Network Engineer Level 1**

- a. Three years of experience in administrating Windows based servers.
- b. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).

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- c. Bachelor's degree in Computer Science or a related field. May substitute one year of hands on experience in a relevant field for each year of formal training.
- d. Ability to maintain or obtain a "Q" security clearance is required.

**17. IT Security Engineer**

- a. Minimum of four years of experience in IT security or related field.
- b. Three years' experience performing assessments/audit of IT systems, networks, and architecture.
- c. Three years' experience analyzing current cyber threats and providing recommendation threat reduction.
- d. Three years' experience in one or more of the following security solutions: ArcSight, FireEye, BlueCoat, NetFlow, Snort, SourceFile, etc.
- e. Three years' experience in one or more of the following networking tools: Nap, Wireshark, Metasploit, Nessus, Qualys, etc.
- f. Highly desired certifications: Certified Information Systems Security Professional (CISSP), Certified Ethical Hacker (CEH), Certified Forensics 'examiner.
- g. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- h. Bachelor's degree in Computer Science or related field is required. May substitute one year of hands on experience in a relevant field for each year of formal training.
- i. Ability to maintain or obtain a "Q" security clearance is required

**18. Software Engineer – SharePoint Level 2**

- a. Seven years' experience designing, implementing and maintaining software applications. Must have background in one or more of the following: database analysis, administration, design and development, client-server architectures, Web-enabled applications and graphics design.
- b. Five years' experience with creating master style sheets and multiple master sheets

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- c. Three years' experience with quality assurance, prototyping, construction, and integration
- d. Three years' experience in installation and configuration of MS SQL Server.
- e. Two years' experience with MS OS as it relates to MS SharePoint development.
- f. Two years' experience with internal and external access security schema.
- g. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- h. Bachelor's degree in Computer Science or related field is required. May substitute one year of hands on experience in a relevant field for each year of formal training.
- i. Ability to maintain or obtain a "Q" security clearance is required.

**19. Software Engineer 2**

- a. Three years of technical experience designing, implementing and maintaining software applications. Must have background in one or more of the following: database analysis, administration, design and development, client-server architectures, Web-enabled applications and graphics design.
- b. Be able to develop software using the three-tiered application model (i.e. presentation, application, and storage)
- c. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- d. Bachelor's degree in Computer Science or related field is required. May substitute one year of hands on experience in a relevant field for each year of formal training.
- e. Ability to maintain or obtain an "L" security clearance is required.

**20. Information Technology Specialist**

- a. Three years' experience developing IT/Cyber Strategic Plans

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- b. Three years' experience using project controls methods in tracking cost throughout the lifecycle of a project.
- c. Three years' experience in analyzing technology trends for implementation.
- d. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- e. Bachelor's degree in Computer Science or related field is required. May substitute one year of hands on experience in a relevant field for each year of formal training.
- f. Ability to maintain or obtain a "Q" security clearance is required.

**21. Information Assurance Network Specialist (Cyber Security Specialist)**

- a. Minimum of five years of experience in IT security or related field.
- b. Five years' experience performing assessments/audit of IT systems, networks, and architecture.
- c. Five years' experience analyzing current cyber threats and providing recommendation threat reduction.
- d. Five years' experience in one or more of the following security solutions: ArcSight, FireEye, BlueCoat, NetFlow, Snort, SourceFile, etc.
- e. Five years' experience in one or more of the following networking tools: Nap, Wireshark, Metasploit, Nessus, Qualys, etc.
- f. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- g. Required certifications: Certified Information Systems Security Professional (CISSP), Certified Ethical Hacker (CEH)
- h. Forensics certification highly desired.
- i. Bachelor's degree in Computer Science or related field is required. May substitute one year of hands on experience in a relevant field for each year of formal training.

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- j. Ability to maintain or obtain a “Q” security clearance is required

**22. Computer Specialist 3**

- a. One year of technical experience with microcomputers and Windows operating systems, office application suites (including word processors, spreadsheets, presentation applications and databases) and client-server applications.
- b. Associate Degree in Computer technology or technical training in office automation hardware and software.
- c. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- d. Ability to maintain or obtain an “L” security clearance is required.

**23. Computer Specialists 1**

- a. One year of technical experience with microcomputers and Windows operating systems, office application suites (including word processors, spreadsheets, presentation applications and databases) and client-server applications.
- b. High School Diploma/GED or technical training in office automation hardware and software.
- c. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- d. Ability to maintain or obtain an “L” security clearance is required.

**24. Video Conferencing and Telecommunications Support**

- a. Must have a minimum of three years’ experience in the operation, maintenance, and troubleshooting of video teleconference systems.
- b. Must adapt to new technologies (i.e. IP based and video streamlining to desktop)
- c. Have an ability to work professionally with individuals and diverse groups. Regular coordination is required with DOE HQ, DOE-SR, senior contractor management and staff, and international customers.
- d. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.

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- e. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- f. Employee must possess, or have the ability to attain an “L” security clearance.

**25. Software Quality Assurance Specialist**

- a. Bachelor’s degree in an information sciences field (i.e. Computer Science, Software Engineering, Computer Engineering).
- b. Minimum of four years’ experience in one of the following languages (Java, .NET, C#, C++ )
- c. Minimum of three years’ experience in Software Engineering and using the Software Development Lifecycle,
- d. Minimum of two years’ experience in Project Management.
- e. Employee must possess, or have the ability to attain a “Q” security clearance.

**26. Help Desk Coordinator**

- a. Assesses and troubleshoots computer support problems and applies understanding of computer software and hardware products and services to resolve problems of users.
- b. Receives telephone calls and e-mails from users having problems using computer software and hardware or inquiring how to use specific software, programming languages, electronic mail, or operating systems.
- c. Ascertain from computer user the nature of problem, determines whether problem is caused by hardware such as modem, printer, cables, or telephone, formulates diagnosis, and assists users through problem solving steps: Talks with co-workers to research problem and find solution.
- d. Tests software and hardware to evaluate ease of use and whether product will aid user in performing work.
- e. Writes software and hardware evaluation and recommendation for management review.

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- f. Writes or revises user-training manuals and procedures.
- g. Develops training materials, such as exercises and visual displays.
- h. Trains users on software and hardware on-site or in classroom, or recommends outside contractors to provide training.
- i. Performs other duties as assigned by Program Manager
- j. Minimum of 7 years of experience in IT or related field
- k. Associate's degree in Computer Science or a related field or technical training in office automation hardware and software.
- l. Able to obtain Q-clearance required.

**27. Enterprise Architect**

- a. Five years' experience developing reference models of the enterprise and maintaining the information in the IT repository
- b. Five years' experience defining gaps between the current and the target architecture and responsible for the execution of plans for transitioning to target architecture
- c. Five years' experience identifying the policies and principles to guide technology decisions for the enterprise architecture
- d. Five years' experience providing enterprise architecture guidance, support, and coordination to customers and IT project teams
- e. Three years' experience coordinating and conducting governance and portfolio management activities associated with ensuring compliance with the enterprise architecture
- f. Three years' experience using the Capability Maturity Model Integration model or other company framework to improve the processes.
- g. Minimum of five years' managing projects in excess of \$1,000,000 per year that crosses multiple organizations and disciplines.
- h. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Microsoft Project, Internet Explorer, Lotus Notes, and Adobe Professional.

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- i. Combination of five years of Project Management in information technology, including one year of recent experience in a management or supervisory capacity, plus one year of experience in the functional area of the project to be managed.
- k. Have the ability to clearly and succinctly communicate (in both oral and written medium) with both Governmental and non-Governmental personnel to accurately express thoughts, goals and vision as described by the Contracting Officers Representative (COR).
- l. Project Management Professional Certification required.
- m. Bachelor's Degree in Business Management or related field experience, M.B.A. preferred.
- n. Must possess (or have the ability to attain) a "Q" level security clearance.

**CLIN 004**

**28. Contract Closeout Specialist for the Office of Acquisition Management**

- a. Must have a minimum of one year experience in Federal contract closeout procedures.
- b. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- b. Must be an effective communicator (oral and written).
- c. Have an ability to work professionally with individuals and diverse groups.
- d. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- e. Have well-developed time management skills.

**29. Contract Specialist Support**

- a. Minimum 10 years Federal contracting experience with knowledge of Federal contract administration laws and regulations.
- b. Familiarity of Federal policies and procedures as it directly relates to contract administration.

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- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in Internet based systems to include (but may not be limited to) Federal Procurement Data System (FPDS), Strategic Integrated Procurement Enterprise System (STRIPES) and FedBizOps.
- e. Ability analyze contract data to include (but not limited to) financial information, performance metrics, tacking and trending of contract performance.
- f. Must be an effective communicator (oral and written).
- g. Have an ability to work professionally with individuals and diverse groups.
- h. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- i. Have well-developed time management skills.
- j. Personnel will be required to sign a non-disclosure agreement.

**30. Procurement Technician Support Services**

- a. Minimum 10 years Federal contracting experience with knowledge of Federal contract administration laws and regulations.
- b. Familiarity of Federal policies and procedures as it directly relates to contract administration.
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in Internet based systems to include (but may not be limited to) Federal Procurement Data System (FPDS), Strategic Integrated Procurement Enterprise System (STRIPES) and FedBizOps.
- e. Ability analyze contract data to include (but not limited to) financial information, performance metrics, tacking and trending of contract performance.
- f. Must be an effective communicator (oral and written).
- g. Have an ability to work professionally with individuals and diverse groups.
- h. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.

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- i. Have well-developed time management skills.
- j. Personnel will be required to sign a non-disclosure agreement.

**CLIN 005**

**31. Human Resources Support (Staffing)**

- a. Twenty or more years work experience in Federal Human Resources management positions with emphasis on evaluating, assessing, and conducting Federal HCM recruitment and staffing activities.
- b. Eighteen years or more work experience in DOE HRM recruitment and staffing positions.
- c. Must be an effective communicator (oral and written).
- d. Have an ability to work professionally with individuals, the public and diverse groups.
- e. Must be proficient in the use of office equipment, including computers, scanners, fax, etc.
- f. Have well-developed time management skills.

**32. POWER Support**

- a. Minimum 10 years' experience in the development and maintenance of Oracle databases, specializing in POWER.
- b. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- c. Must be proficient in the use of Microsoft Office software (Excel, Powerpoint, Word, etc.) and be able to create professional quality correspondence, documents, reports, and maintain database information.
- d. Must be an effective communicator (oral and written)
- e. Have an ability to work professionally with individuals, the public and diverse groups.

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- f. Have well-developed time management skills.

**CLIN 006**

**33. Administrative Assistant**

- a. Must have a minimum of one year of administrative support experience.
- b. A qualified typist (40 words or more per minute) is required.
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- e. Must be an effective communicator (oral and written).
- f. Have an ability to work professionally with individuals, the public and diverse groups.
- g. Have well-developed time management and schedule coordination skills.
- h. Employee may be required to possess, or have the ability to attain, up to a “Q” security clearance. This requirement will be specified per individual task order.

**CLIN 007**

**34. Program Analyst**

- a. Must have a minimum of one year experience as a program analyst.
- b. A qualified typist (40 words or more per minute) is required.
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- e. Must be an effective communicator (oral and written).

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- f. Have an ability to work professionally with individuals, the public and diverse groups.
- g. Have well-developed time management and schedule coordination skills.
- h. Employee may be required to possess, or have the ability to attain, up to a “Q” security clearance. This requirement will be specified per individual task order.

**CLIN 008**

**35. Receiving and Delivery Clerk**

- a. Must have a minimum of three years’ experience in performing receiving and delivery functions for Government organizations with staff in excess of 300 persons.
- b. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- c. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- d. Have well-developed time management skills.
- e. Must be an effective communicator (oral and written).
- f. Must be able to lift 25 pounds without assistance.
- g. Have an ability to work professionally with individuals and diverse groups.

**36. Mail Room Support**

- a. Must have a minimum of one year experience in mail room operations.
- b. Must be an effective communicator (oral and written).
- c. Must possess and maintain a valid state issued motor vehicle operator license.
- d. Must be able to lift 25 pounds without assistance.
- e. Have an ability to work professionally with individuals and diverse groups.
- f. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

- g. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- h. Have well-developed time management skills.
- i. Have well-developed schedule coordination skills.
- j. Employee must possess, or have the ability to attain an “L” security clearance.

**37. Labor Support**

- a. Must be able to lift 40 pounds without assistance.
- b. Must be able to maintain appropriate class motor vehicle operator’s license and qualifications as outlines in 49 CFR for size and weight vehicle assigned.
- c. Have an ability to work professionally with individuals and diverse groups.
- d. Must be able to effectively communicate with customers.
- h. Have well-developed time management skills.
- i. Have well developed schedule coordination skills
- j. Must be able to operate a personal computer and copy machine.
- k. Must be able to use Microsoft Word, Excel and Lotus Notes (or other applicable email applications) to write reports, track inventory, and communicate with customers.
- l. Employee must possess, or have the ability to attain an “L” security clearance.

**38. General Clerk I (Laborer Support)**

- a. Have a minimum of six months relevant clerical experience.
- b. Must be proficient in the use of office equipment, including computers, scanners, fax, etc.
- c. Must be an effective communicator (oral and written).
- d. Have an ability to work professionally with individuals, the public and diverse groups.
- e. Have well-developed time management skills.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

**39. Facilities Support**

- a. Must have a minimum of one year of clerical experience.
- b. Must be an effective communicator (oral and written).
- c. Have an ability to work professionally with individuals and diverse groups.
- d. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- e. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- f. Have well-developed time management and schedule coordination skills.  
Employee must possess, or have the ability to attain an “L” security clearance.

**40. Duplicating Machine Operator**

- a. Must be proficient in the use of office equipment, including computers, copiers, and scanners
- b. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- c. Must be an effective communicator (oral and written).
- d. Must be able to lift 25 pounds without assistance.
- e. Have an ability to work professionally with individuals and diverse groups.
- f. Have well-developed time and scheduling management skills.
- g. Employee must possess, or have the ability to attain an “L” security clearance.

**41. Conference Rooms and Vehicle Motorpool**

- a. Must have a minimum of one year experience in clerical field.
- b. Must possess and maintain a valid state issued motor vehicle operator license.
- c. Must be an effective communicator (oral and written).
- d. Have an ability to work professionally with individuals and diverse groups.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

- e. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- f. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- g. Have well-developed time management skills.
- h. Have well-developed management and schedule coordination skills.

**42. Stock Clerk**

- a. Must have a minimum of one year experience in supply room operations.
- b. Must have a thorough understanding of the Economic Ordering Principle.
- c. Must be an effective communicator (oral and written).
- d. Must be able to lift 25 pounds without assistance.
- e. Have an ability to work professionally with individuals and diverse groups.
- f. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- g. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- h. Have well-developed time management skills.

**CLIN 009**

**43. Program Manager for Support Services**

- a. Minimum Bachelor's Degree in Business Management or related field.
- a. Minimum five years relevant experience in managing programs with an annual value of over one million dollars.
- b. Have a working knowledge of the requirements to obtain and maintain Department of Transportation and Federal Motor Carrier registrations and related program requirements.
- c. Must be an effective communicator (oral and written).

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- d. Have an ability to work professionally with individuals and diverse groups.
- c. Must be proficient in the use of office equipment, including computers, scanners, fax, and copiers.
- d. Must be proficient in the use of Microsoft Office (Word / Excel / PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- b. Have well-developed time management skills.

**CLIN 010**

**44. Defense Nuclear Facilities Safety Board Administrative Support Services  
Liasion**

- a. Information Management/Technology skills – knowledge of workstation hardware, software and network resources in order to accomplish work tasks.
- b. Experience with internet-based systems is required, i.e., Documentum, Lotus Notes, Web Based page software.
- c. Functional skills in the subject matter – knowledge of DNFSB interface requirements and processes for both DOE and contractors.
- d. Familiarity with the specific administration and reporting requirements pertaining to DNFSB interface and support. Minimum requirements are as follows:
  - Knowledgeable of DOE Order for DNFSB Interface.
  - Must be proficient in MS Word, FileMaker and Excel.
  - Experience with SRS security requirements, badge requirements and processes, training requirements and scheduling,
  - Self-Starter, ability to work independently.
  - Strong communication skills to interface with DOE, DNFSB and Contractor personnel.

**CLIN 012 SUBJECT MATTER EXPERTS**

**Subject Matter Expert 1**

- a. Provides expert level consultative support.
- b. Develops requirements for a project's inception to conclusion in a subject matter area.
- c. Applies specialized knowledge to particular tasks.

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- d. May design major projects and provides program management oversight for large, detailed projects or has specific knowledge in a highly specialized area.
- e. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- f. Must be an effective communicator (oral and written).
- g. Have an ability to work professionally with individuals, the public and diverse groups.
- h. Have well-developed time management and schedule coordination skills.
- i. Employee may be required to possess, or have the ability to attain, up to a “Q” security clearance. This requirement will be specified per individual task order.
- j. Bachelor’s Degree or equivalent experience and training
- k. Minimum 4 years of specialized experience

**Subject Matter Expert 2**

- a. Provides expert level consultative support.
- b. Develops requirements for a project’s inception to conclusion in a subject matter area.
- c. Applies specialized knowledge to particular tasks.
- d. May design major projects and provides program management oversight for large, detailed projects or has specific knowledge in a highly specialized area.
- e. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- f. Must be an effective communicator (oral and written).
- g. Have an ability to work professionally with individuals, the public and diverse groups.
- h. Have well-developed time management and schedule coordination skills.
- i. Employee may be required to possess, or have the ability to attain, up to a “Q” security clearance. This requirement will be specified per individual task order.
- j. Bachelor’s Degree or equivalent experience and training
- k. Minimum 6 years of specialized experience

**Subject Matter Expert 3**

- a. Provides expert level consultative support.
- b. Develops requirements for a project’s inception to conclusion in a subject matter area.
- c. Applies specialized knowledge to particular tasks.
- d. May design major projects and provides program management oversight for large, detailed projects or has specific knowledge in a highly specialized area.
- e. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- f. Must be an effective communicator (oral and written).
- g. Have an ability to work professionally with individuals, the public and diverse groups.
- h. Have well-developed time management and schedule coordination skills.

**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

- i. Employee may be required to possess, or have the ability to attain, up to a “Q” security clearance. This requirement will be specified per individual task order.
- j. Bachelor’s Degree or equivalent experience and training
- k. Minimum 8 years of specialized experience

**Subject Matter Expert 4**

- a. Provides expert level consultative support.
- b. Develops requirements for a project’s inception to conclusion in a subject matter area.
- c. Applies specialized knowledge to particular tasks.
- d. May design major projects and provides program management oversight for large, detailed projects or has specific knowledge in a highly specialized area.
- e. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- f. Must be an effective communicator (oral and written).
- g. Have an ability to work professionally with individuals, the public and diverse groups.
- h. Have well-developed time management and schedule coordination skills.
- i. Employee may be required to possess, or have the ability to attain, up to a “Q” security clearance. This requirement will be specified per individual task order.
- j. Bachelor’s Degree or equivalent experience and training
- k. Minimum 10 years of specialized experience

**Subject Matter Expert 5**

- a. Provides expert level consultative support.
- b. Develops requirements for a project’s inception to conclusion in a subject matter area.
- c. Applies specialized knowledge to particular tasks.
- d. May design major projects and provides program management oversight for large, detailed projects or has specific knowledge in a highly specialized area.
- e. Must be proficient in the use of Microsoft Office (Word/Excel/PowerPoint), Internet Explorer, Lotus Notes, and Adobe Reader.
- f. Must be an effective communicator (oral and written).
- g. Have an ability to work professionally with individuals, the public and diverse groups.
- h. Have well-developed time management and schedule coordination skills.
- i. Employee may be required to possess, or have the ability to attain, up to a “Q” security clearance. This requirement will be specified per individual task order.
- j. Bachelor’s Degree or equivalent experience and training
- k. Minimum 12 years of specialized experience

**Contract Number DE-EM0002232**  
**SECTION J - APPENDIX C – LABOR SKILLS CATEGORIES DESCRIPTIONS**

**Contract Number DE-EM0002232**  
**SECTION J - APPENDIX D – LIST OF DELIVERABLES**

Deliverables will be identified for each Task Order issued under this Contract.

FY12 INVOICE SPREAD FOR NOVA CONTRACTS

NOVA CLIN #1 (DT0003697)									
Enterprise Information Services									
Fund Source	PBS	Monthly Fund Percentage	EXAMPLE Funding Amount	June Funding Amount	July Funding Amount	August Funding Amount	September Funding Amount	October Funding Amount	Cumulative Total
Fund 1	SR-PD	0.51%	\$255.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 2	SR-0101	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 3	SR-0011C	19.82%	\$9,911.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 4	SR-0012	3.54%	\$1,768.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 5	SR-0013	4.50%	\$2,248.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 6	SR-0030	4.44%	\$2,220.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 7	SR-14C	56.69%	\$28,344.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 8	SR-20	10.51%	\$5,252.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 9	SR-0014	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL	100.00%	\$50,000.00						\$0.00

NOVA CLIN #2 (DT0003697)									
Enterprise Content Management									
Fund Source	PBS	Monthly Fund Percentage	EXAMPLE Funding Amount	June Funding Amount	July Funding Amount	August Funding Amount	September Funding Amount	October Funding Amount	Cumulative Total
Fund 1	SR-PD	0.51%	\$766.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 2	SR-0101	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 3	SR-0011C	19.82%	\$29,733.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 4	SR-0012	3.54%	\$5,304.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 5	SR-0013	4.50%	\$6,745.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 6	SR-0030	4.44%	\$6,661.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 7	SR-14C	56.69%	\$85,032.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 8	SR-20	10.51%	\$15,757.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 9	SR-0014	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL	100.00%	\$150,000.00						\$0.00

Instructions

The monthly costs need to be spread by the monthly percentage column

The Example column above shows the results. When you insert your total dollar amount on the TOTAL line it is formulated (Total \*) to automatically populate your line items

When you insert total dollar amount on line 17 and 34 the monthly columns will populate the dollars required from each PBS for the SAP split.

**Contract Number DE-EM0002232**  
**SECTION J - APPENDIX E – CORRESPONDENCE INSTRUCTIONS AND**  
**INVOICE REPORTING FORMAT**

**1. Correspondence Procedures**

All correspondence submitted by the Contractor (except for invoices and reports) shall be submitted in electronic format as well as hard copy and shall be subject to the following procedures:

- (a) **Technical Correspondence.** Technical correspondence concerning performance of this task order (including correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this task order) shall be addressed to the Task Order COR, with an information copy of the correspondence to the Designated Contracting Officer (DCO).
- (b) **Non-technical Administrative Correspondence.** All other correspondence shall be addressed to the designated DCO, with an information copy of the correspondence to the Task Order COR.
- (c) **Subject Line(s).** All correspondence shall contain a subject line commencing with the contract number and appropriate task order number, as illustrated below: "SUBJECT: Contract Number DE- (Insert subject topic after order number (e.g., "Request for Change in Work Hours"))".

**2. Submission of Vouchers/Invoices**

- (a) The Contractor shall submit invoices on a monthly basis (within 5 business days after the last day of each month).
- (b) The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, as a minimum, a breakout by cost or price element (Contract Line Item Number/CLIN) (or site, if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order. The statement of cost shall also include: names of the individuals, hours worked and specific task associated with the billing. Any charges for travel must include the destination, employee who incurred the cost, and the brief statement explaining the purpose of the travel along with a copy of the receipts. Any charges for other direct costs shall be explained fully and supported by receipts. The statement of cost must include a certification statement signed by a responsible official of the Contractor. The Contractor shall submit the invoice to the addressees prescribed below:

Payment Office at the address below or electronically to the Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <http://finweb.oro.doe.gov> (preferred method).

Original to:

**Contract Number DE-EM0002232**  
**SECTION J - APPENDIX E – CORRESPONDENCE INSTRUCTIONS AND**  
**INVOICE REPORTING FORMAT**

U.S. Department of Energy  
Oak Ridge Operations Office  
Oak Ridge Financial Service Center, FM-71  
200 Administration Road  
Oak Ridge, TN 37830

One copy to:

U.S. Department of Energy  
Savannah River Operations Office  
Attn: Contracting Officer  
P. O. Box A  
Aiken, SC 29802

**3. Invoice/Voucher Certificate of Conformance**

The contractor shall submit the following certificate of conformance for each invoice/voucher as certification of having performed the number of hours being billed.

CERTIFICATE OF CONFORMANCE

I certify that on, (insert inclusive dates) \_\_\_\_\_ (Insert Contractor's Name) furnished the supplies or services called for by contract No. (Insert Contract Number) and/or has performed the Direct Productive Labor Hours (DPLH) identified on this invoice/voucher in accordance with the contract and all other applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**4. ATTACHMENT A – Invoice Reporting Format**

The spreadsheet for invoice reporting must be submitted with the invoice. Appendix A identifies the funding accounts used on the Task Order. The contractor must submit an itemized listing by funding accounts with the invoice as identified in the Appendix.

**Contract Number DE-EM0002232**

**SECTION J - APPENDIX F – APPLICABLE DOE DIRECTIVES, MANUALS,  
AND REGULATIONS**

- Public Law 92-463 (Federal Advisory Committee Act)
- 41 Code of Federal Regulations (CFR) Chapters 300 – 304 (JTR)
- DOE Order 243.1 (Records Management)
- DOE Manual 515.1-1(Advisory Committee Management Program)
- DOE Publication 141.2 (Public Participation and Community Relations)
- Savannah River Operations Office (SR) Implementing Procedure (SRIP) 243.1 (Records Management Program)
- DOE Order 243.1 (Records Management)
- 41 CFR Chapters 300 – 304 (Joint Federal Travel Regulation)
- Savannah River Operations Office Implementing Procedure SRIP 560.1 (Authorized Use of Government Telecommunications Systems)
- Federal Acquisition Regulation (FAR) 4.804 (Closeout of Contract Files)
- Department of Energy Acquisition Regulation (DEAR) 904.804 (Closeout of Contract Files)
- OMB) Circular A-76 (Performance of Commercial Activities)
- Savannah River Operations Manual (SRM) 300.1.1B Chapter 5 (Incentives Award Process)
- SRM 300.1.1B Chapter 6 TQP and Acquisition Career Management Program (ACMP) Procedure)
- SR Correspondence Guidelines (with attachments)
- DOE Order 322.1B (Pay and Leave Administration and Hours of Duty)
- DOE Order 535.1 (Time and Attendance Reporting)
- Savannah River Operations Office Implementing Procedure SRIP 552.1 (Foreign Travel Procedures)
- Savannah River Operations Office Implementing Procedure SRIP 552.2 (Non Refundable Airline Ticket Pilot Program)
- Savannah River Operations Office Implementing Procedure SRIP 552.3 (Travel Procedures)
- Savannah River Operations Office Implementing Procedure SRIP 560.1 (Authorized Use of Government Telecommunications Systems)
- Savannah River Policy (SRP) 11-02 (Furniture Policy)
- Savannah River Nuclear Solutions (SRNS) Manual 3B, Procedure 6-1 (Mail Management)
- DOE Executive Secretariat Style Guide
- SR Correspondence Guidelines (with attachments)
- 41 CFR Part 102-192 (Mail Management)
- 49 CFR (All Parts)
- DOE Order 580.1 (with changes) (Personal Property Management System)
- Savannah River Nuclear Solutions (SRNS) Manual 3B (Property and Materials Management)
- Savannah River Nuclear Solutions (SRNS) Manual 3B, Procedure 6-1 (Mail Management)
- DOE O 200.1A, Information Technology Management

**Contract Number DE-EM0002232**

**SECTION J - APPENDIX F – APPLICABLE DOE DIRECTIVES, MANUALS,  
AND REGULATIONS**

- DOE G 200.1-1, Software Engineering Methodology
- DOE O 414.1C/D, Safety Software Quality Assurance Program
- DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets
- 10 CFR 830, Electronic Code of Federal Regulations
- DOE G 414.1-4, Safety software guide for use with 10 CFR 830 Subpart A
- Under Secretary of Energy Program Cyber Security Plan
- Environmental Management Program Security Plan (PSP)
- Federal Information Security Management Act of 2002 (FISMA)
- National Institute of Standards and Technology (NIST) 800 series
- NQA-1, Nuclear Quality Assurance Standard

**Contract Number DE-EM0002232**  
**SECTION J - APPENDIX G – REPORTING REQUIREMENTS**

U.S. DEPARTMENT OF ENERGY  
 NATIONAL NUCLEAR SECURITY ADMINISTRATION

**REPORTING REQUIREMENTS CHECKLIST**

1. PROGRAM/PROJECT TITLE  <b>Administrative Support Services</b>	2. IDENTIFICATION NUMBER  <b>Contract Number DE-EM0002232</b>
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3. PARTICIPANT NAME AND ADDRESS

**NOVA Corporation**  
**601 Norland Ave. Suite 201**  
**Chambersburg, PA 17201**

4. PLANNING AND REPORTING REQUIREMENTS	Frequency
<p>A. General Management</p> <p><input checked="" type="checkbox"/> Management Plan <span style="float: right;">A</span></p> <p><input type="checkbox"/> Status Report</p> <p><input checked="" type="checkbox"/> Summary Report <span style="float: right;">F</span></p> <p>B. Schedule/Labor/Cost</p> <p><input type="checkbox"/> Milestone Schedule/Plan</p> <p><input checked="" type="checkbox"/> Labor Management Plan <span style="float: right;">A</span></p> <p><input type="checkbox"/> Facilities Capital Cost of Money Factors Comp.</p> <p><input type="checkbox"/> Contract Facilities Capital and Cost of Money</p> <p><input checked="" type="checkbox"/> Cost Plan <span style="float: right;">A</span></p> <p><input type="checkbox"/> Milestone Schedule/Status</p> <p><input checked="" type="checkbox"/> Labor Management Report <span style="float: right;">M</span></p> <p><input checked="" type="checkbox"/> Cost Management Report <span style="float: right;">M</span></p> <p>C. Exception Reports</p> <p><input type="checkbox"/> Conference Record</p> <p><input type="checkbox"/> Hot Line Report</p> <p>D. Performance Measurement</p> <p><input type="checkbox"/> Management Control System Description</p> <p><input type="checkbox"/> WBS Dictionary</p> <p style="padding-left: 20px;"><input type="checkbox"/> Index</p> <p style="padding-left: 20px;"><input type="checkbox"/> Element Definition</p> <p><input type="checkbox"/> Cost Performance Reports</p> <p style="padding-left: 20px;"><input type="checkbox"/> Format 1 - WBS</p> <p style="padding-left: 20px;"><input type="checkbox"/> Format 2 - Function</p> <p style="padding-left: 20px;"><input type="checkbox"/> Format 3 - Baseline</p>	<p>E. Financial Incentives</p> <p><input type="checkbox"/> Statement of Income and Expenses</p> <p><input type="checkbox"/> Balance Sheet</p> <p><input type="checkbox"/> Cash Flow Statement</p> <p><input type="checkbox"/> Statement of Changes in Financial Position</p> <p><input type="checkbox"/> Loan Drawdown Report</p> <p><input type="checkbox"/> Operating Budget</p> <p><input type="checkbox"/> Supplementary Information</p> <p>F. Technical</p> <p><input type="checkbox"/> Notice of Energy R&amp;D Project (Required with any of the following)</p> <p><input type="checkbox"/> Technical Progress Report (Annual Accomplishment Report)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Draft for Review</p> <p style="padding-left: 20px;"><input type="checkbox"/> Final for Approval</p> <p><input type="checkbox"/> Topical Report</p> <p><input type="checkbox"/> Final Technical Report</p> <p style="padding-left: 20px;"><input type="checkbox"/> Draft for Review</p> <p style="padding-left: 20px;"><input type="checkbox"/> Final for Approval</p> <p><input type="checkbox"/> Software</p> <p><input checked="" type="checkbox"/> Other (Specify):</p> <p style="padding-left: 40px;"><b>Worker Health and Safety Program Plan</b> <span style="float: right;"><b>A</b></span></p> <p>G. Environment, Safety &amp; Health</p> <p><input type="checkbox"/></p>

5. FREQUENCY CODES

A - As Required	BM — Bi-Monthly	S - Semi-Annually
C - Change to Contractual Agreement	M - Monthly	X - With Significant Changes
F - Final (end of effort)	O - Once After Award	Y - Yearly or Upon Renewal of Contractual Agreement/Revision of Task Assignment
D — Daily	Q - Quarterly	

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)

<input type="checkbox"/> Report Distribution List/Addresses	<input type="checkbox"/> Analysis Thresholds
<input type="checkbox"/> Reporting Elements	<input type="checkbox"/> Work Breakdown Structure
<input type="checkbox"/> Due Dates within <b>20 days after reporting period unless noted</b>	<input type="checkbox"/> Other ( <b>See attached</b> )

7. PREPARED BY	8. REVIEWED BY
_____ (Signature)	_____ (Signature)
_____ (Date)	_____ (Date)

## 6. SPECIAL INSTRUCTIONS (Attachments)

**ATTACHMENT  
REPORT DISTRIBUTION LIST**

<b>Requirements</b>	<b>Frequency</b>	<b>Address Distribution (See Page 3)</b>
Management Plan	Within 15 calendar days after contract award date.	A, B
Summary Report	Final Summary Report within 15 calendars after completion of the contract.	A, B
Labor Management Plan	Within 15 calendar days after contract award date.	A, B
Cost Management Plan	Within 15 calendar days after contract award date.	A, B
Labor Management Report	Monthly (Submitted as part of monthly invoicing through VIPERS.) Copy as indicated	A, B, C
Cost Management Report	Monthly (Submitted as part of monthly invoicing through VIPERS.) Copy as indicated	A, B, C
Worker Health and Safety Program Plan as required by 10 CFR 851	Within 120 calendar days of contract award date.	A, B

List of Addresses

A. Savannah River Operations Office  
Attn: Contracting Officer (Name)  
P. O. Box  
Aiken, SC 29802

B. Savannah River Operations Office  
Attn: Contracting Officer's Representative (Name)  
P. O. Box A  
Aiken, SC 29802

C. Oak Ridge Financial Service Center's (ORFSC)  
Vendor Inquiry Payment Electronic Reporting System (VIPERS)  
<http://finweb.oro.doe.gov/vipers.htm>

&gt;

WD 05-2135 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2135
Director	Wage Determinations		Revision No.: 13
			Date Of Revision: 06/13/2012

States: Georgia, South Carolina

Area: Georgia Counties of Burke, Columbia, Elbert, Emanuel, Glascock, Hart, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Wilkes  
 South Carolina Counties of Aiken, Allendale, Bamberg, Barnwell, Edgefield, McCormick

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.16
01012 - Accounting Clerk II		15.89
01013 - Accounting Clerk III		17.78
01020 - Administrative Assistant		21.25
01040 - Court Reporter		17.11
01051 - Data Entry Operator I		12.03
01052 - Data Entry Operator II		13.13
01060 - Dispatcher, Motor Vehicle		16.85
01070 - Document Preparation Clerk		12.73
01090 - Duplicating Machine Operator		12.73
01111 - General Clerk I		13.39
01112 - General Clerk II		14.49
01113 - General Clerk III		16.21
01120 - Housing Referral Assistant		19.59
01141 - Messenger Courier		10.15
01191 - Order Clerk I		11.74
01192 - Order Clerk II		14.18
01261 - Personnel Assistant (Employment) I		14.83
01262 - Personnel Assistant (Employment) II		16.72
01263 - Personnel Assistant (Employment) III		18.93
01270 - Production Control Clerk		24.21
01280 - Receptionist		11.77
01290 - Rental Clerk		14.10
01300 - Scheduler, Maintenance		15.33
01311 - Secretary I		15.21
01312 - Secretary II		17.11
01313 - Secretary III		19.44
01320 - Service Order Dispatcher		13.82
01410 - Supply Technician		21.25
01420 - Survey Worker		15.35
01531 - Travel Clerk I		11.93
01532 - Travel Clerk II		13.17
01533 - Travel Clerk III		14.20
01611 - Word Processor I		13.01
01612 - Word Processor II		14.79

01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.42
05010 - Automotive Electrician	18.01
05040 - Automotive Glass Installer	16.38
05070 - Automotive Worker	17.03
05110 - Mobile Equipment Servicer	14.26
05130 - Motor Equipment Metal Mechanic	19.16
05160 - Motor Equipment Metal Worker	17.03
05190 - Motor Vehicle Mechanic	18.42
05220 - Motor Vehicle Mechanic Helper	13.98
05250 - Motor Vehicle Upholstery Worker	15.90
05280 - Motor Vehicle Wrecker	17.03
05310 - Painter, Automotive	17.32
05340 - Radiator Repair Specialist	17.03
05370 - Tire Repairer	11.29
05400 - Transmission Repair Specialist	19.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.13
07041 - Cook I	10.30
07042 - Cook II	11.88
07070 - Dishwasher	7.25
07130 - Food Service Worker	8.54
07210 - Meat Cutter	14.10
07260 - Waiter/Waitress	9.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.84
09040 - Furniture Handler	12.10
09080 - Furniture Refinisher	17.84
09090 - Furniture Refinisher Helper	13.88
09110 - Furniture Repairer, Minor	15.74
09130 - Upholsterer	16.91
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.04
11060 - Elevator Operator	9.04
11090 - Gardener	12.13
11122 - Housekeeping Aide	9.13
11150 - Janitor	9.13
11210 - Laborer, Grounds Maintenance	9.57
11240 - Maid or Houseman	7.56
11260 - Pruner	8.56
11270 - Tractor Operator	11.45
11330 - Trail Maintenance Worker	9.57
11360 - Window Cleaner	10.21
12000 - Health Occupations	
12010 - Ambulance Driver	14.46
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	19.56
12015 - Certified Physical Therapist Assistant	22.65
12020 - Dental Assistant	13.79
12025 - Dental Hygienist	26.58
12030 - EKG Technician	23.63
12035 - Electroneurodiagnostic Technologist	23.63
12040 - Emergency Medical Technician	14.46
12071 - Licensed Practical Nurse I	13.26
12072 - Licensed Practical Nurse II	14.83
12073 - Licensed Practical Nurse III	16.54
12100 - Medical Assistant	13.07
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	14.11
12190 - Medical Record Technician	15.78
12195 - Medical Transcriptionist	14.72

12210	- Nuclear Medicine Technologist	34.15
12221	- Nursing Assistant I	8.68
12222	- Nursing Assistant II	9.55
12223	- Nursing Assistant III	10.65
12224	- Nursing Assistant IV	11.95
12235	- Optical Dispenser	14.73
12236	- Optical Technician	11.22
12250	- Pharmacy Technician	14.38
12280	- Phlebotomist	11.96
12305	- Radiologic Technologist	22.55
12311	- Registered Nurse I	25.86
12312	- Registered Nurse II	29.44
12313	- Registered Nurse II, Specialist	29.44
12314	- Registered Nurse III	35.62
12315	- Registered Nurse III, Anesthetist	35.62
12316	- Registered Nurse IV	42.69
12317	- Scheduler (Drug and Alcohol Testing)	19.01
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	19.51
13012	- Exhibits Specialist II	24.18
13013	- Exhibits Specialist III	29.58
13041	- Illustrator I	19.03
13042	- Illustrator II	23.59
13043	- Illustrator III	28.85
13047	- Librarian	26.77
13050	- Library Aide/Clerk	10.10
13054	- Library Information Technology Systems Administrator	24.18
13058	- Library Technician	14.82
13061	- Media Specialist I	17.44
13062	- Media Specialist II	19.51
13063	- Media Specialist III	21.76
13071	- Photographer I	14.94
13072	- Photographer II	16.73
13073	- Photographer III	20.74
13074	- Photographer IV	25.38
13075	- Photographer V	30.61
13110	- Video Teleconference Technician	18.84
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.41
14042	- Computer Operator II	16.20
14043	- Computer Operator III	19.95
14044	- Computer Operator IV	20.79
14045	- Computer Operator V	24.54
14071	- Computer Programmer I	(see 1) 24.88
14072	- Computer Programmer II	(see 1) 27.62
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	13.41
14160	- Personal Computer Support Technician	20.79
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	29.76
15020	- Aircrew Training Devices Instructor (Rated)	36.00
15030	- Air Crew Training Devices Instructor (Pilot)	43.15
15050	- Computer Based Training Specialist / Instructor	29.76
15060	- Educational Technologist	28.58
15070	- Flight Instructor (Pilot)	43.15
15080	- Graphic Artist	22.19
15090	- Technical Instructor	22.12

15095 - Technical Instructor/Course Developer	27.38
15110 - Test Proctor	18.04
15120 - Tutor	17.93
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.52
16030 - Counter Attendant	8.52
16040 - Dry Cleaner	10.29
16070 - Finisher, Flatwork, Machine	8.52
16090 - Presser, Hand	8.52
16110 - Presser, Machine, Drycleaning	8.52
16130 - Presser, Machine, Shirts	8.52
16160 - Presser, Machine, Wearing Apparel, Laundry	8.52
16190 - Sewing Machine Operator	10.87
16220 - Tailor	11.48
16250 - Washer, Machine	9.11
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.03
19040 - Tool And Die Maker	20.94
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.58
21030 - Material Coordinator	24.15
21040 - Material Expediter	24.15
21050 - Material Handling Laborer	10.77
21071 - Order Filler	11.54
21080 - Production Line Worker (Food Processing)	17.58
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	10.39
21150 - Stock Clerk	14.56
21210 - Tools And Parts Attendant	17.58
21410 - Warehouse Specialist	17.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.41
23021 - Aircraft Mechanic I	20.27
23022 - Aircraft Mechanic II	21.41
23023 - Aircraft Mechanic III	22.54
23040 - Aircraft Mechanic Helper	14.65
23050 - Aircraft, Painter	19.05
23060 - Aircraft Servicer	16.89
23080 - Aircraft Worker	17.72
23110 - Appliance Mechanic	16.91
23120 - Bicycle Repairer	11.29
23125 - Cable Splicer	24.80
23130 - Carpenter, Maintenance	17.68
23140 - Carpet Layer	15.52
23160 - Electrician, Maintenance	19.61
23181 - Electronics Technician Maintenance I	17.56
23182 - Electronics Technician Maintenance II	20.93
23183 - Electronics Technician Maintenance III	22.27
23260 - Fabric Worker	14.91
23290 - Fire Alarm System Mechanic	18.00
23310 - Fire Extinguisher Repairer	13.81
23311 - Fuel Distribution System Mechanic	18.33
23312 - Fuel Distribution System Operator	14.29
23370 - General Maintenance Worker	19.25
23380 - Ground Support Equipment Mechanic	20.27
23381 - Ground Support Equipment Servicer	16.89
23382 - Ground Support Equipment Worker	17.72
23391 - Gunsmith I	13.81
23392 - Gunsmith II	15.93
23393 - Gunsmith III	18.63
23410 - Heating, Ventilation And Air-Conditioning	18.00

Mechanic	
23411 - Heating, Ventilation And Air Contditiioning	19.07
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	20.78
23440 - Heavy Equipment Operator	17.76
23460 - Instrument Mechanic	21.80
23465 - Laboratory/Shelter Mechanic	17.49
23470 - Laborer	10.77
23510 - Locksmith	16.91
23530 - Machinery Maintenance Mechanic	22.52
23550 - Machinist, Maintenance	18.94
23580 - Maintenance Trades Helper	15.16
23591 - Metrology Technician I	21.80
23592 - Metrology Technician II	23.08
23593 - Metrology Technician III	24.31
23640 - Millwright	20.16
23710 - Office Appliance Repairer	17.81
23760 - Painter, Maintenance	16.37
23790 - Pipefitter, Maintenance	18.23
23810 - Plumber, Maintenance	17.24
23820 - Pneudraulic Systems Mechanic	18.00
23850 - Rigger	18.00
23870 - Scale Mechanic	15.93
23890 - Sheet-Metal Worker, Maintenance	17.53
23910 - Small Engine Mechanic	15.52
23931 - Telecommunications Mechanic I	23.54
23932 - Telecommunications Mechanic II	24.96
23950 - Telephone Lineman	17.41
23960 - Welder, Combination, Maintenance	18.00
23965 - Well Driller	18.00
23970 - Woodcraft Worker	18.00
23980 - Woodworker	15.20
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.00
24580 - Child Care Center Clerk	14.04
24610 - Chore Aide	9.42
24620 - Family Readiness And Support Services Coordinator	12.93
24630 - Homemaker	15.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.58
25040 - Sewage Plant Operator	18.55
25070 - Stationary Engineer	23.58
25190 - Ventilation Equipment Tender	16.66
25210 - Water Treatment Plant Operator	18.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.45
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	15.55
27010 - Court Security Officer	16.71
27030 - Detection Dog Handler	14.75
27040 - Detention Officer	15.55
27070 - Firefighter	17.27
27101 - Guard I	13.19
27102 - Guard II	14.75
27131 - Police Officer I	17.14
27132 - Police Officer II	18.98
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.16
28042 - Carnival Equipment Repairer	11.99
28043 - Carnival Equipment Worker	8.57
28210 - Gate Attendant/Gate Tender	14.30

28310	- Lifeguard	11.34
28350	- Park Attendant (Aide)	16.00
28510	- Recreation Aide/Health Facility Attendant	11.68
28515	- Recreation Specialist	17.62
28630	- Sports Official	12.75
28690	- Swimming Pool Operator	17.62
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	22.18
29020	- Hatch Tender	22.18
29030	- Line Handler	22.18
29041	- Stevedore I	21.49
29042	- Stevedore II	24.37
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	20.28
30022	- Archeological Technician II	22.69
30023	- Archeological Technician III	28.11
30030	- Cartographic Technician	27.87
30040	- Civil Engineering Technician	24.43
30061	- Drafter/CAD Operator I	20.28
30062	- Drafter/CAD Operator II	22.69
30063	- Drafter/CAD Operator III	25.28
30064	- Drafter/CAD Operator IV	29.85
30081	- Engineering Technician I	17.77
30082	- Engineering Technician II	20.10
30083	- Engineering Technician III	22.53
30084	- Engineering Technician IV	27.93
30085	- Engineering Technician V	32.62
30086	- Engineering Technician VI	37.46
30090	- Environmental Technician	27.76
30210	- Laboratory Technician	23.96
30240	- Mathematical Technician	27.76
30361	- Paralegal/Legal Assistant I	15.07
30362	- Paralegal/Legal Assistant II	21.76
30363	- Paralegal/Legal Assistant III	26.62
30364	- Paralegal/Legal Assistant IV	32.19
30390	- Photo-Optics Technician	27.76
30461	- Technical Writer I	25.63
30462	- Technical Writer II	31.34
30463	- Technical Writer III	37.91
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or (see 2)	23.71
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	26.00
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	10.40
31030	- Bus Driver	13.64
31043	- Driver Courier	13.74
31260	- Parking and Lot Attendant	9.90
31290	- Shuttle Bus Driver	14.10
31310	- Taxi Driver	10.19
31361	- Truckdriver, Light	14.10
31362	- Truckdriver, Medium	15.22
31363	- Truckdriver, Heavy	16.28
31364	- Truckdriver, Tractor-Trailer	16.28
99000	- Miscellaneous Occupations	

99030 - Cashier	8.05
99050 - Desk Clerk	10.00
99095 - Embalmer	21.73
99251 - Laboratory Animal Caretaker I	9.28
99252 - Laboratory Animal Caretaker II	10.08
99310 - Mortician	26.29
99410 - Pest Controller	13.56
99510 - Photofinishing Worker	12.34
99710 - Recycling Laborer	13.96
99711 - Recycling Specialist	16.94
99730 - Refuse Collector	11.96
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	11.07
99830 - Survey Party Chief	20.77
99831 - Surveying Aide	13.52
99832 - Surveying Technician	18.47
99840 - Vending Machine Attendant	14.31
99841 - Vending Machine Repairer	17.62
99842 - Vending Machine Repairer Helper	14.31

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

determination.

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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