

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER: \_\_\_\_\_ PAGE OF: 1 3  
 2. CONTRACT NO: DE-EM0002045 3. AWARD/EFFECTIVE DATE: 06/01/2012 4. ORDER NUMBER: \_\_\_\_\_ 5. SOLICITATION NUMBER: DE-SOL-0003635 6. SOLICITATION ISSUE DATE: 05/14/2012

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Scott Stephenson b. TELEPHONE NUMBER (No collect calls): 803-952-9298 8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: Savannah River Operations, U.S. Department of Energy, Savannah River Operations, P.O. Box A, Aiken SC 29802. CODE: 00901  
 10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: 100.00 % FOR  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS 561320  
 HUBZONE SMALL BUSINESS  ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: \$13.5  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE 12. DISCOUNT TERMS: NET 30 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):  13b. RATING: \_\_\_\_\_ 14. METHOD OF SOLICITATION:  RFP  IFB  RFP

15. DELIVER TO: Savannah River (Loading Dock), Attn: Charlene Stokes-Geter, DOE Loading Dock, Bldg. 730B, Aiken SC 29802. CODE: 00902 16. ADMINISTERED BY: Savannah River Operations, U.S. Department of Energy, Savannah River Operations, P.O. Box A, Aiken SC 29802. CODE: 00901

17a. CONTRACTOR/OFFEROR: PEERLESS TECHNOLOGIES CORPORATION, Attn: JERRY TRITLE, 2300 NATIONAL ROAD, FAIRBORN OH 453242009. CODE: 132729877 FACILITY CODE: \_\_\_\_\_ TELEPHONE NO: 9374905000 18a. 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

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER: \_\_\_\_\_ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:  SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Tax ID Number: 36-4353581 DUNS Number: 132729877 Contract Award for Project Scheduling and Cost Estimating is issued.  List of Documents and Attachments.  Commercial Contract Terms and Conditions Attachment 1 - Performance Work Statement Attachment 2 - Special Contract Clauses Attachment 3 - Base Period Pricing Schedule (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule 26. TOTAL AWARD AMOUNT (For Govt Use Only): \$3,416,310.64

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED: ADDENDA ARE ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED: ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. X 29. AWARD OF CONTRACT: REF OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): \_\_\_\_\_  
 30b. NAME AND TITLE OF SIGNER (Type or print): Kurt Harendza, Vice President 30c. DATE SIGNED: 31 May 2012 31b. NAME OF CONTRACTING OFFICER (Type or print): David Whitney Hepner 31c. DATE SIGNED: \_\_\_\_\_

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**52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)** ..... 2

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -  
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**Section 2**

**52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (FEB 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

X Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X(2) 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)).

X(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

X(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

X(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

[ ](9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

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(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) (Reserved)

X(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

(ii) Alternate I (JUN 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned

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Small Business Concerns (NOV 2011).

[ ](25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

X(26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[ ](27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

X(28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X(29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X(30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

X(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

X(32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

X(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X(34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ](35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ](36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[ ](37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

X(ii) Alternate I (DEC 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).

[ ](39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[ ](40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

[ ](ii) Alternate I (JAN 2004) of 52.225-3.

[ ](iii) Alternate II (JAN 2004) of 52.225-3.

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[ ](41) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[ ](42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ](43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ](44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ](45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ](46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X(47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X(48) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[ ](49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

X(50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[ ](51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

X(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[ ](1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

[ ](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[ ](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for

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Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[ ](7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[ ](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(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)).

(ii) 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.

(iii) (Reserved)

(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).

(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

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Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

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

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

## **PERFORMANCE WORK STATEMENT**

### **C. Cost Engineering/Risk Management/Project Management Services**

#### **BACKGROUND**

Department of Energy - Savannah River (DOE-SR or SR) accomplishes most of its work through the use of contracts, the acquisition management and project management functions have been regular targets for internal and external reviews, similar to other agencies with major cost reimbursement contracts. These reviews have produced several significant recommendations which, after implementation, have resulted in measurable performance improvement. Environmental management (EM) senior management has committed to extensive management reforms and has completed several robust improvements in contract and project management. Additional improvement initiatives are continuing in a top-down framework of EM vision, goals, strategies, performance metrics, and specific improvement actions completed or being undertaken. The Program/Project Management support provided under this contract will continue recent performance improvements and continue implementation of both Headquarters led and Site led performance improvements. Additionally, this support will provide DOE-SR federal staff with assistance and expertise in the fields of program/project management; cost engineering/estimating, project controls, scheduling, earned value, risk management, reporting, and liability audits.

#### **WORK SCOPE**

As specified in the work request:

The contractor shall provide Program Management, Project Management/Controls, Cost Engineering/Estimating, Scheduling, Risk Management, Budget Formulation, Reporting, Document Development and Review, and Environmental Management Liability Audit support to the federal staff at DOE-SR. Supporting Capital Asset Line Item Projects, Capital Asset Projects, non Capital Asset Projects, initiatives, operation activities and future site missions.

The contractor shall provide support to the DOE-SR federal staff in their effort to develop/maintain the Integrated Lifecycle Baseline/Estimate.

The contractor shall provide support for new/additional scopes of work, proposals and baseline change control processes, which support the EM and site mission and strategic plan.

The contractor shall provide Program Management, Project Management/Controls, Cost Engineering/Estimating, Scheduling, Risk Management, Budget Formulation, Reporting, Document Development and Review, and Environmental Management Liability Audit support.

The contractor shall be able to develop (from conceptual state), review, update and maintain a cost/schedule estimate, using Micro Computer Aided Cost Estimating System (MCASES) - Second Generation MII (EM standard) cost estimating software (and subsequent versions) and Primavera P6 (EM standard) scheduling software and (subsequent versions), meeting all requirements set forth in Government Performance and Results Act, Federal Acquisition Regulations, Office of Management and Budget Circulars, Public Law, Department of Energy Order 413.3B (and subsequent versions), Government Accountability Office Cost Estimating Guidance and requirements set forth by Savannah River Site.

The contractor shall be able to review/provide comment on contractor submittals of cost-schedule estimates.

The contractor shall be able to develop a DOE federal risk management plan, perform qualitative and quantitative analysis, including use of Primavera PertMaster (EM standard) and Oracle Crystal Ball software (EM standard). DOE Order 413.3B outlines the structure of a DOE risk management plan.

The contractor shall provide program, project and controls support, review and comment on prime contractor performance data, performance reports, reporting systems.

The contractor shall provide integration, planning and business management support to DOE-SR, as it relates to the DOE-SR Office of Integration and Planning's mission in the DOE-SR strategic plan and site mission.

The contractor shall provide program, project and controls support, review and comment on performance data, performance reports, and reporting systems such as Support Integrated Planning Accountability and Budgeting System (IPABS) and Project Assessment and Reporting System (PARSII).

The contractor shall obtain and maintain industry certification in either an industry certified cost engineering/estimating or project management program for employees performing program, project, cost, schedule, risk - management work(e.g. Association for the Advancement of Cost Engineering International – CCE/CCE or Project Management Institute – PMP).

The contractor shall possess a working knowledge of DOE work in general, which will require a working knowledge of how a DOE site and its integrated contractors carry out department missions. The contractor shall possess a working knowledge in how to conduct business in a professional setting.

The contractor shall provide a site lead who shall act as a central point of contact for all DOE-SR interface activities.

### **1. Cost Estimating/Engineering**

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

radioactive waste and respective DOE construction, operations, Information Technology (IT) and technology projects.

## **2. Scheduling / Scheduling Software Support**

- Provide general project scheduling support.
- Develop all types of schedules (e.g. critical path, what-if, base-line, status, PERT, GANTT, program, project, initiative)
- Review and assess contractor schedules and provide respective analysis and report.
- Provide project scheduling analysis of DOE Order 413.3B compliance on capital projects
- Provide support for site approved scheduling software management.
- Provide project scheduling and scheduling software support for the SR Integrated Life-Cycle Baseline and contractor performance baselines.
- Provide project schedule and scheduling software support
- Maintain the capability and expertise to support and utilize supporting schedule software, specifically Primavera and provide respective analysis and report.

## **3. Risk Management**

- Provide support on the federal risk management program
- Provide risk management analysis of DOE Order 413.3B compliance on capital projects
- Develop the DOE-SR federal risk management plan
- Track and monitor the risk registrar associated with the federal risk management plan
- Review all baselines for risk management compliance
- Provide support to IPABS risk management updates
- Provide support to the Integrated Life-Cycle Baseline/Estimate risk management process
- Develop the coordinated overarching federal risk management plan
- Review and assess SR and contractor risk on a monthly basis, provide respective analysis and report

- Support all SR site risk management/quality initiatives
- Maintain the capability and expertise to support and utilize supporting risk management software, specifically Primavera and Oracle; and provide respective analysis and report.

#### **4. Federal Budget Process**

- Support SR in the planning process as it relates to budget formulation
- Support all budget exercises as it relates to integration and planning

#### **5. Reporting**

- Support SR in the Quarterly Project Reviews process, gathering/assembling data, developing slides, supporting federal staff
- Support SR in the Monthly Project Reviews process, gathering/assembling data, developing slides, supporting federal staff
- Analysis of earned value data, milestones/metrics, performance measures
- Reconcile the contractor performance reports (CPR)
- Utilization of Management Reserve/Contingency
- Documentation of project lessons learned
- Support Integrated Planning Accountability and Budgeting System (IPABS) and Project Assessment and Reporting System (PARSII) reporting, input of data, support program managers/federal project directors monthly/quarterly assessments
- Produce current and historical reports/presentations
- Reconcile Integrated Planning Accountability and Budgeting System (IPABS) and Project Assessment and Reporting System (PARSII) data/reports before data is uploaded to DOE Headquarters
- Support SR in efforts related to IPABS and PARSII systems

## **6. Project Controls**

- Provide guidance to all DOE-SR program and project managers to ensure all respective requirements are met in the planning, executing and management of programs and projects
- Provide support to SR in the development, review, approval update, maintenance process of oversight of contract performance baselines
- Assist with development of all DOE Order 413.3B deliverables, including but not limited to: project execution plans, critical decision packages, acquisition strategies, presentations, schedules, cost estimates, budget estimates, time phased data/spend plans
- Support the EM Liability and Life-Cycle baseline processes and provide project controls as requested
- Assist with the budget formulation process
- Assist federal staff with data validation and monthly reporting
- Assist federal staff with project controls exercises and deliverables
- Assist federal staff with reviews and assessments of contractor - systems, baselines, processes and deliverables, develop assessment reports

## **7. Integrated Life-Cycle Baseline (ILCB) Management –DOE-SR Propriety System**

- Support SR federal staff in the management of the SR ILCB
- Support SR federal staff with SR ILCB estimating and assumption documentation, utilizing US Army Corps of Engineers Cost Estimating Software - MII and US Air Force Cost Estimating Software – RACER and DOE-SR Cost Estimating Deactivation and Decommission (D&D) Cost Model Software
- Support SR federal staff with SR ILCB scheduling, utilizing DOE-EM standard scheduling software Primavera P6
- Support SR federal staff with SR ILCB budget updates

- Support SR federal staff with SR ILCB risk management, utilizing DOE-EM standard risk management software Oracle Crystal Ball
- Support SR federal staff with SR ILCB interface management
- Support SR federal staff with SR ILCB
  - Documentation
  - Baseline updates
  - Reporting
  - Change control
  - What-if scenarios
  - Baseline delivery systems management
  - Management

## **8. Review and Development of Documents**

- Review and develop as requested any relevant document, including but not limited to: program management, project management, project controls, cost estimating, scheduling, risk management, earned value, earned value management and earned value management systems, value engineering, strategic planning, comprehensive planning, site use, strategic initiatives, real property, budget, baseline management, operations management and site documents
- Develop as requested reports, ad-hoc reports, review reports (baselines, assessments, project, program, EVMS, process, initiative)
- Support SR subject matter experts in the review and comment on DOE 413.3B orders/guidance; and any related EM guides/protocols, providing comments to the central SR federal point of contact
- Develop issue papers, documents, presentations, slides, graphical and textual presentations

## **9. Strategic Initiative/Program/Project Management Support**

- Provide expert guidance to all DOE-SR program and project managers to ensure all respective requirements are met in the planning, executing and management of programs and projects

- Provide integration and planning support to the integration and planning organization, as it fulfills its responsibilities in strategic plans, site initiatives and strategic plans.
- Support ongoing and new site initiatives as it relates to the DOE-SR strategic plan and the site mission, including business management, marketing, integration and planning functions
- Assist with development of all DOE Order 413.3B deliverables, including but not limited to: project execution plans, critical decision packages, acquisition strategies, presentations, schedules, cost estimates, budget estimates, time phased data/spend plans
- Provide consultation to federal and contractor staff when requested to ensure government policies, public laws, departmental/site requirements and industry standards are being addressed

#### **10. Environmental Management Liability (Audit)**

- Provide support to SR for the yearly EM Liability audit
- Maintain configuration control of all request and SR responses
- Maintain the official records database
- Maintain the open-actions/suspense database
- Provide back-up support to federal coordinator as necessary
- Manage data submittal to DOE HQ and respective audit firm

#### **SKILL or RELEVANT EXPERIENCE REQUIREMENT**

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

##### **1. Cost Estimating/Engineering**

- Have a minimum of 3 years' experience in nuclear, government, commercial, industrial, construction or process

arenas performing cost estimating/engineering, developing all estimate types

- Have a minimum of 3 years' experience developing highly complex technical cost estimates, with nuclear factors, seismic factors, radiological factors
- Have an industry certification as described in the statement of work (SOW)
- Have an working knowledge of the FAR and the FAR supplement
- Have a working knowledge in developing cost estimates for the DOE / DOD / NASA
- Have a working knowledge of industry accepted automated cost estimating systems (WinEst, Success, Timberline, etc.)
- Have a working knowledge of DOE and GAO cost estimating requirements, orders, policies and guides
- Have experience working at DOE sites, specifically working with contractor and site rates
- Possess a Bachelors degree in a technical or business program (Engineering, Math, Decision Science, Construction Management, Industrial Management or Business Management/Administration, etc.)

## **2. Scheduling / Scheduling Software Support**

- Have an minimum of 3 years' experience in commercial, industrial, construction or process arenas utilizing schedule estimating/engineering, developing all schedule types
- Have an industry certification as described in the statement of work (SOW)

- Have an understanding of industry accepted scheduling techniques: create an enterprise project structure (EPS) and work breakdown structure (WBS), critical path, PERT/CPM, GANTT, float analysis, building/running reports, estimating durations, resource/cost loading, etc.
- Have a minimum of 3 years' experience developing highly complex technical schedule estimates, with nuclear factors, seismic factors, radiological factors and DOE site requirements
- 
- Have an expert level understanding of industry accepted automated scheduling systems (Primavera P6, Microsoft Project, ect)
- Have an understanding of DOE and GAO cost estimating requirements, orders, policies and guides
- Have experience at DOE sites, specifically working with contractor and site rates

### **3. Risk Management**

- Have an expert understanding of risk management in the DOE, including federal policies, orders, guides
- Have a minimum of 5 years' experience in DOE Order 413.3 Risk Management compliance
- Have a minimum of 5 years' experience developing highly complex technical risk management plans, with nuclear factors, seismic factors, radiological factors and DOE/DOE site requirements
- Have a minimum of 5 years' experience in performing Monte Carlo risk probability simulations and using risk modeling software such as Primavera, Primavera PertMaster and Oracle Crystal Ball

- Possess a Bachelors of Science in a technical degree program (Engineering, Math, Decision Science)
- Have an industry certification as described in the statement of work (SOW)
- Have an working knowledge of how the risk process works on a DOE site
- Have an understanding of general project management, cost estimating, application of management reserve and contingency, earned value management and scheduling
- Possess the ability to complete a federal risk management plan for a multi billion dollar DOE site, following all applicable requirements and guides, performing monthly risk management updates

#### **4. Federal Budget Process**

- Must have verifiable experience supporting a federal government program office/budget formulation office in all respective and standard budget request (presidential, congressional and departmental)
- Have an industry certification as described in the statement of work (SOW)
- Have verifiable experience developing and using formulation models in support of federal budget staff

#### **5. Reporting**

- Must have a general understanding of automated reporting systems.
- Must have a general understanding of earned value reporting
- Must have a general understanding of program management

- Must have a general understanding of common quantitative management indicators used in reporting such as milestones and metrics.
- Must be able to input data into government provided systems in an accurate and timely fashion
- Must be able to reconcile all data

## **6. Project Management/Controls**

- Have an industry certification as described in the statement of work (SOW)
- Have an working level understanding of program/project management/controls theory and application in a multi year/contractor government site with multiple funding streams and a yearly site budget >\$1Billion
- Have a minimum of 5 years' experience working with complex >\$1Billion governmental program/lifecycle baselines
- Have an working level understanding of DOE Orders and federal laws concerning project management, budget development, cost estimating, risk management and other accepted project management principles
- Have a minimum of 3 years' experience complying with DOE Orders and federal laws concerning project management, budget development, cost estimating, risk management and/or other accepted project management principles outlined in The Project Management Body of Knowledge (PMBOK)
- Have a minimum of 3 years' experience conducting compliance reviews on contract baselines >\$500M, project baselines >\$100M, earned value systems in DOE, and other program/project management baseline components
- Have a minimum of 3 years' experience writing documents, drafting letters/memorandums, preparing presentations and

strategically communicating at a government site, at the management/senior management level

**7. Integrated Life-Cycle Baseline (ILCB) Management –DOE-SR Propriety System**

- Same as Project Controls (#6)

**8. Review and Development of Documents**

- Must be able to review and provide comments on DOE specific documents, pertaining to areas outlined in this contract (i.e. program/project/cost/risk/business management)
- Must be able to develop new, modify existing, and incorporate changes and ensure punctuations and factual accuracy on all types of documents

**9. Strategic Initiative/Program/Project Management Support**

- Possess a Bachelors of Science in a technical, science or business degree program (Engineering, Math, Decision Science, Marketing, Business Administration, Political Science)
- Have a minimum of 10 years' experience working in a senior/management role with complex >\$1Billion governmental programs or large industry corporations
- Must have the ability to serve as program manager/site lead for this contract
- Must be able to provide senior level technical and business consultation in areas of integration and planning; program, business or change management, or business transformation

**10. Environmental Management Liability (Audit)**

- Same as Project Controls (#6)

#### **11. General**

- Must have the ability to communicate oral and written
- Have the ability to complete assignments on time, meeting requirements, with very little direction and oversight
- Must be proficient in the use of office equipment, including computers, scanners, fax, etc. Have an ability to work professionally with individuals, the public and diverse groups.
- 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.
- All contractor employees shall obtain and maintain DOE “L” security clearance

### **Work Products**

#### **1. Cost Estimating/Engineering**

- Provide no more than 15 independent cost estimates (ICE) per year. Cost estimates shall be detailed, utilize specified software and follow government and industry standards. Must follow the Government Accountability Office Cost Estimating Guide and 12 step process on every estimate/review
- Provide no more than 52 independent government cost estimates (IGCE) per year. Cost estimates shall be detailed, utilize specified software and follow government and industry standards. Must follow the Government Accountability Office Cost Estimating Guide and 12 step process on every estimate/review

- Provide no more than 125 cost estimate reviews and 100 cost proposal reviews per year. Must follow the Government Accountability Office Cost Estimating Guide and 12 step process on every estimate/review
- Provide no more than 52 value engineering/management exercises and 52 value engineering/management reports per year

## **2. Scheduling / Scheduling Software Support**

- Provide no more than 30 developed P6 project schedules per year
- Provide no more than 150 project schedule reviews per year

## **3. Risk Management**

- Provide the yearly update to the DOE-SR federal risk management plan. Provide monthly updates to the associated risk register
- Support all federal efforts regarding risk management. To include site wide risk program risk, capital project risk, operations risk, and other initiatives. Provide all risk management documents. Participates in the risk management assessments, attend brainstorming sessions, review/update the risk registers and risk management plans as required

## **4. Federal Budget Process**

- Provide support to DOE-SR federal staff for all federal budget process deliverables. To include, but not limited to:

Integrated Priority List (IPL), presidents budget request, congressional budget request, business cases, annual operating plans, strategic budget development, reprogramming efforts, Exhibit 300's, project data sheets, and any other budget formulation exercise. A deliverables calendar will be outlined in task yearly task orders. A monthly report will be required to document how any budget exercises are being supported in addition to any direct deliverable

## **5. Reporting**

- Provide support to DOE-SR federal staff and work with prime/sub- contractor staff to ensure all required reporting is accomplished. This includes, but not limited to the Monthly Performance Review (MPR), Quarterly Performance Review (QPR), program/project reviews and any other required report. Provide monthly summary report of all reports worked on/completed. Schedule to be identified in yearly task order. Not to exceed two reports per week
- Provide all weekly, monthly, quarterly, yearly, random and ad-hoc reports. These reports must be accurate and timely., may contain accounting, EVMS, schedule, risk, milestone, gold metric, and other data respective of a DOE operation

## **6. Project Controls**

- Provide support to DOE-SR federal staff in all areas of project controls. The support shall be coordinated through the respective task manager, supporting the integration and planning, project management, and management systems divisions in their efforts to provide integration and planning for DOE-SR. Provide a monthly report identifying all project activities accomplished

## **7. Integrated Life-Cycle Baseline (ILCB) Management – DOE-SR Propriety System**

- Provide support to DOE-SR federal staff to further develop and maintain the multi-billion dollar, multi-year life-cycle,

proprietary, site baseline. Specific areas of support are cost estimating, scheduling, risk management, baseline integration, reporting, systems maintenance, change control, interface meetings, milestone management, liability audits and general project management/controls

## **8. Review and Development of Documents**

- Provide no more than 52 per year - reports and comment sheets for review of such items as laws, orders, guides, circulars, memorandums and any other publication that is communicated to DOE-SR with required action response. The specific subject areas may include, but not limited to: cost estimating, project management, program management, risk management, value engineering, change control, federal budget process, real property management and other

## **9. Strategic Initiatives Integration and Business Services Support – Program/Project Management**

- Provide support to federal staff and contractor staff to assist in the execution of the SRS strategic plan and site initiatives
- Provide support to DOE-SR federal staff in areas of planning, as it relates to site initiatives, real estate, real property and program/project management. Yearly task orders will specify exact deliverables
- Provide support to DOE-SR federal staff in areas of general program/project management. Specific activities include, but not limited to working with project teams, supporting needs of project managers, supporting tours and walk downs, performing assessments, providing support to other areas of this contract (i.e. risk, estimating, schedule) as it relates to support of program/project efforts
- Provide support to the Federal Project Directors and their Integrated Project Teams with the development and

revision of DOE Order 413.3 project documentation including Project Execution Plan, Integrated Project Team Charter, Acquisition Strategy, Mission Needs Statement, CD package and Risk Management Plan on the all Capitol Asset Projects as needed

- Assist with development of all DOE Order 413.3B deliverables, including but not limited to: project execution plans, critical decision packages, acquisition strategies, presentations, schedules, cost estimates, budget estimates, time phased data/spend plans
- Assist with strategic efforts to meet DOE/EM/Site strategic goals and initiatives
- Provide consultation to federal and contractor staff when requested to ensure government policies, public laws, departmental/site requirements and industry standards are being addressed and compliance is present
- Provide support to DOE-SR federal staff in the integration and planning role to assist with prime contract transition, this will happen only after a contract award and include program/project management, cost/schedule estimating, risk management, value management, earned value, project controls systems - focus areas

#### **10. Environmental Management Liability (Audit)**

- Provide support to DOE-SR for the yearly EM Liability audit
- Maintain configuration control of all request and DOE-SR responses
- Maintain the official records database
- Maintain the open-actions/suspense database
- Provide back-up support to federal coordinator as necessary
- Manage all data submittal to DOE HQ and audit firm conducting the audit

## **GOVERNMENT-FURNISHED RESOURCES**

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;

1. Computer system with access to the Site network.
2. A work area consisting of a desk, telephone, temporary storage for equipment, and office supplies applicable to the job. Access to a copier, scanner, and FAX machine.

## **TRAVEL REQUIREMENTS**

The Government will reimburse all travel related to the conduct of this contract. Point of origin for travel will be determined as the SRS in Aiken SC. All travel will be in compliance with the Federal Travel Regulations (FTR). 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.

## **PERFORMANCE MEASURES**

General quality measures, as set forth below, will be applied to each Work Product and Deliverable received from the contractor under this contract.

- **Accuracy** - Work products and deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style
- **Clarity** - Work products and deliverables shall be clear and concise.
- **Adherence to Requirements** - All work products and deliverables must satisfy the requirements stated herein.
- **File Editing** - All text and diagrammatic files shall be editable by the Government.
- **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.

## **DOE DIRECTIVES, LAWS, REGULATIONS, MANUALS AND PROCEDURES**

### Requirements and Drivers

- National Directives and Drivers
  - Government Performance and Results Act
  - Federal Acquisition Streamlining Act
  - Federal Acquisition Regulations/
  - Government Accountability Office - Cost Estimating Guide
  - Office of Management and Budget - Circular A-11
  
- Department of Energy (DOE) Drivers
  - Department of Energy Acquisition Regulations (DEAR)
  - DOE Strategic Plan
  - DOE Order 413.3B - and associated guides (Program/Project Management)
  - DOE Order 430.1B (Real Property)
  - DOE 455.1 (Records Management)
  
- Department of Energy - Environmental Management (EM) Drivers
  - EM Journey to Excellence
  - Operations Protocol Memorandum (Chung, April 21, 2010)
  - EM Protocol for Application of Contingency and Management Reserve for the Acquisition of Capital Asset Projects
  
- Department of Energy - Savannah River Site Drivers
  - Savannah River Site Strategic Plan (Current Version)



**1. 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 COR and contractor. Some equipment may be transported to and from other Government facilities both on and off site.

**2. Place of Performance and Hours of Operations**

The place of performance shall be at the Government’s facilities at the Savannah River Site, Aiken, South Carolina. Normal Hours of operations are from 6:00 am to 6:00 pm with core hours from 9:00 am to 3:00 pm, Monday through Friday.

**3. Period of Performance**

The base period of performance will be contract award date through October 15, 2012. The option period will be October 16, 2012 through October 15, 2013.

**4. Firm Fixed Price Level of Effort (MOD 003)**

The contractor shall expend the total number of direct productive labor hours (DPLH) set forth for each labor category identified below within the period of performance set forth in the Schedule, unless otherwise required by contract modification. DPLH is defined as prime contractor, subcontractor, and consultant actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences. In accordance with FAR 16.207-2, entitlement to payment is based on the effort expended and the determination by the Government that the DPLH effort and reports called for have been provided and are acceptable.

<b>CONTRACT LABOR CATEGORY</b>	<b>DPLH</b>
Professional Cost Engineer	5,344
Senior Cost Engineer	2,672
Professional Schedule Analyst	2,672
Senior Risk Engineer	2,672
Professional Project Controls Engineer	10,688
Professional Technical Writer	2,672
Senior Business Advisor/Site Lead	2,672

**TOTAL LEVEL OF EFFORT 29,392**

The contractor shall be paid the total amount set forth in Attachment 4 of the contract upon verification by the contracting officer that the contractor expended the required level of effort set forth above and that the performance was acceptable. The contractor shall invoice monthly at the fixed billing rates set forth elsewhere in this contract for actual hours expended per labor category. Performance shall be accomplished in each category by contractor personnel having qualifications as represented by the contractor in its proposal, as accepted by the Government. Final payment under this contract shall not be made prior to certification by the contractor that the level of effort specified above has been expended in performing the work called for in this contract, and such performance is satisfactory by the Government.

**5. RESERVED (MOD 004)**

**6. FAR 52.217-5 -- Evaluation of Options (Jul 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

**7. FAR 52.217-8 -- Option to Extend Services (Nov 1999)**

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

(End of Clause)

**8. DEAR 952.203-70 Whistleblower Protection for Contractor Employees (Dec 2000)**

- (a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.
- (b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(End of Clause)

**9. DEAR 952.204-2 Security (Mar 2011)**

- (a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

- (d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- (e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-- (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.
- (f) *Definition of National Security Information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) *Definition of Special Nuclear Material.* The term "*special nuclear material*" means-- (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
- (1) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
- (i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant

or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

- (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
- (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.
- (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
- (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
- (vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization--

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

B. Each entity that provided information concerning the individual;

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

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

E. The results of the test for illegal drugs.

- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- (j) *Foreign Ownership, Control, or Influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.
- (3) 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.
- (4) 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.
- (5) 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)

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

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the

Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

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

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

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

(End of clause)

## **11. DEAR 952.204-77 Computer Security (Aug 2006)**

(a) Definitions.

- (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.
  - (2) Individual means a DOE Contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.
- (b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless—
- (1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and
  - (2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.
- (c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.
- (d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.
- (e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

(End of Clause)

## **12. DEAR 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.

Senior Business Advisor – Sidney P. du Mont

Senior Risk Engineer – Gary N. Howard

Senior Cost Engineer – James W. Hoelscher

(End of clause)

### **13. DEAR 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) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
  - (1) Use of Contractor's Work Product.

- (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
- (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—
  - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
  - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

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

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

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

(c) Disclosure after award.

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

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

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

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

(End of clause)

**14. DEAR 952.223-76 Conditional payment of fee or profit — safeguarding restricted data and other classified information and protection of worker safety and health (DEC 2010)**

(a) General.

- (1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the Contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) and relating to the protection of worker safety and health, including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."
- (2) In addition to other remedies available to the Federal Government, if the Contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information or relating to the protection of worker safety and health, the Contracting Officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the Contractor in accordance with the terms and conditions of this clause.
- (3) Any reduction in the amount of fee or profit earned by the Contractor will be determined by the severity of the Contractor's failure to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to worker safety and health pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

(b) Reduction Amount.

- (1) If in any period (see paragraph(b)(2) of this clause) it is found that the Contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the Contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The Contracting Officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 904.402(c) and 48 CFR 923.7002(a)(2)). The mitigating factors include, but are not limited to, the following (v), (vi), (vii), and (viii) apply to worker safety and health (WS&H) only:
  - (i) Degree of control the Contractor had over the event or incident.
  - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
  - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: safeguarding Restricted Data and other classified information and compliance in related security areas; or of protecting WS&H and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(2)(i) Except in the case of performance-based, firm-fixed-price contracts (see paragraph (b)(3) of this clause), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [insert 6 or 12] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the Contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

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

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

contract for safeguarding of Restricted Data and other classified information are as follows:

- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
  - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
  - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
  - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
  - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other classified information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
  - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
  - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss,

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

- (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).
  - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import will be considered third degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
  - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
  - (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
  - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (d) Protection of Worker Safety and Health. Performance failures occur if the contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:

(1) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the Contractor's ISMS. The following performance failures or performance failures of similar import will be deemed first degree:

(i) Type A accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the Contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Manual 231.1-2, Occurrence Reporting and Processing of Operations Information, or its successor, requirements, or internal oversight of DOE Order 470.2B, Independent Oversight and Performance Assurance Program, or its successor requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.

- (iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.
- (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(End of Clause)

**15. DEAR 952.242-70 Technical Direction (Dec 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Clause)

## 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 DOE COR, with an information copy of the correspondence to the DOE CO.
- (b) Non-technical Administrative Correspondence. All other correspondence shall be addressed to the designated DOE CO, with an information copy of the correspondence to the DOE 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:

U.S. Department of Energy  
Oak Ridge Operations Office

Attachment 4 – Correspondence and Invoice Submission Instructions  
Contract Number DE-EM0002045

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 (DPPH) 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: \_\_\_\_\_

U.S. DEPARTMENT OF ENERGY  
NATIONAL NUCLEAR SECURITY ADMINISTRATION

**REPORTING REQUIREMENTS CHECKLIST**

<b>1. PROGRAM/PROJECT TITLE</b> <b>Project Scheduling and Cost Estimating Support Services</b>	<b>2. IDENTIFICATION NUMBER</b> <b>Request for Quotation DE-SOL-0003635</b>
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**3. PARTICIPANT NAME AND ADDRESS**

**Peerless Technologies Corporation**  
**2300 National Road**  
**Fairborn, OH 45324-2009**

4. PLANNING AND REPORTING REQUIREMENTS	<u>Frequency</u>
<p><b>A. General Management</b></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>B. Schedule/Labor/Cost</b></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 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><b>C. Exception Reports</b></p> <p><input type="checkbox"/> Conference Record</p> <p><input type="checkbox"/> Hot Line Report</p> <p><b>D. Performance Measurement</b></p> <p><input type="checkbox"/> Management Control System Description</p> <p><input type="checkbox"/> WBS Dictionary</p> <p><input type="checkbox"/> Index</p> <p><input type="checkbox"/> Element Definition</p> <p><input type="checkbox"/> Cost Performance Reports</p> <p><input type="checkbox"/> Format 1 - WBS</p> <p><input type="checkbox"/> Format 2 - Function</p> <p><input type="checkbox"/> Format 3 - Baseline</p>	<p><b>E. Financial Incentives</b></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><b>F. Technical</b></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><input type="checkbox"/> Draft for Review</p> <p><input type="checkbox"/> Final for Approval</p> <p><input type="checkbox"/> Topical Report</p> <p><input type="checkbox"/> Final Technical Report</p> <p><input type="checkbox"/> Draft for Review</p> <p><input type="checkbox"/> Final for Approval</p> <p><input type="checkbox"/> Software</p> <p><input type="checkbox"/> Other (Specify):</p> <p><b>G. Environment, Safety &amp; Health</b></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> )

<b>7. PREPARED BY</b> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <span>(Signature)</span> <span>(Date)</span> </div>	<b>8. REVIEWED BY</b> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <span>(Signature)</span> <span>(Date)</span> </div>
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## 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>