AWARD/CONTRACT

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

2. CONTRACT (*Proc. Inst. Ident.*) NO.
DE-NA0002653

3. EFFECTIVE DATE
10/01/2014

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
14NA002447

5. ISSUED BY CODE 05001

NNSA/Contracts & Procurement Div.
U.S. Department of Energy
Contracts and Procurement Division
P.O. Box 5400
Albuquerque NM 87185-5400

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

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

Navarro Research And Engineering, Inc.
Attn: SUSANA NAVARRO-VALENTI
669 EMORY VALLEY ROAD
OAK RIDGE TN 378307758

CODE 005929810 FACILITY CODE

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

9. DISCOUNT FOR PROMPT PAYMENT
NET 30

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

11. SHIP TO/MARK FOR CODE 05002

NNSA/Nevada Site Office
U.S. Department of Energy
NNSA/Nevada Site Office
P.O. Box 98518
Las Vegas NV 89193-8518

12. PAYMENT WILL BE MADE BY CODE 00503

OR for NNSA
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 5807
Oak Ridge TN 37831

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

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

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

15G. TOTAL AMOUNT OF CONTRACT ▶ $12,917,770.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

18. ☒ AWARD (*Contractor is not required to sign this document.*) Your offer on Solicitation Number DE-SOL-0005982, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

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

20A. NAME OF CONTRACTING OFFICER
Mary B. Henry

19B. NAME OF CONTRACTOR

BY _____
(*Signature of person authorized to sign*)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

BY Mary B. Henry
(*Signature of the Contracting Officer*)

20C. DATE SIGNED
9-25-2014

NAME OF OFFEROR OR CONTRACTOR
Navarro Research And Engineering, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract award for the "Environmental Program Services (EPS)" to support the NNSA Nevada Field Office. This Contract award includes the incorporation of Attachment 7 - Organizational Conflict of Interest (OCI) Avoidance and Mitigation Plan dated September 12, 2014 as agreed to by the Contractor and the Contracting Officer. FOB: Destination Period of Performance: 10/01/2014 to 09/30/2015				

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Lot	$10,439,519.00 NTE $10,439,519.00

Noun: BASE PERIOD - ENVIRONMENTAL PROGRAM SERVICES
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated January 13, 2014. The Contractor shall perform environmental characterization and remediation services at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNSS and at waste generator sites.

Period of Performance: November 1, 2014 - September 30, 2015

000101

Noun: Funding Info Only
ACRN: AA $1,212,227.69
PR/MIPR: 14NA002447 $1,212,227.69

000102

Noun: Funding Info Only
ACRN: AB $80,815.18
PR/MIPR: 14NA002447 $80,815.18

0002 1 Lot $730,766.00 $730,766.00

Noun: BASE PERIOD - AWARD FEE & PERFORMANCE INCENTIVE FEE
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section J, Attachment 3 and Special H Clause, Section NNS-H-2012.

Period of Performance: November 1, 2014 - September 30, 2015

ITEM	SUPPLIES OR SERVICES		Qty Purch Unit	Unit Price Total Item Amount
000201				
	Noun:	Funding Info Only		
	ACRN:	AA	$84,855.90	
	PR/MIPR:	14NA002447		$84,855.90
000202				
	Noun:	Funding Info Only		
	ACRN:	AB	$5,657.06	
	PR/MIPR:	14NA002447		$5,657.06
0003			1	$258,172.00
			Lot	$258,172.00
	Noun:	BASE PERIOD - TRAVEL		
	Contract type:	S - COST		
	Inspection:	DESTINATION		
	Acceptance:	DESTINATION		
	FOB:	DESTINATION		

Descriptive Data:
The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing.***

The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN.

Period of Performance: November 1, 2014 - September 30, 2015

000301				
	Noun:	Funding Info Only		
	ACRN:	AA	$29,978.70	
	PR/MIPR:	14NA002447		$29,978.70
000302				
	Noun:	Funding Info Only		
	ACRN:	AB	$1,998.58	
	PR/MIPR:	14NA002447		$1,998.58
0004			1	$463,716.00
			Lot	$463,716.00
	Noun:	BASE PERIOD - EQUIPMENT		
	Contract type:	S - COST		
	Inspection:	DESTINATION		
	Acceptance:	DESTINATION		
	FOB:	DESTINATION		

Descriptive Data:
The contractor shall provide all costs associated with all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing.***

Period of Performance: November 1, 2014 - September 30, 2015

ITEM	SUPPLIES OR SERVICES		Qty Purch Unit	Unit Price Total Item Amount
000401				
	Noun:	Funding Info Only		
	ACRN:	AA	$53,846.29	
	PR/MIPR:	14NA002447		$53,846.29
000402				
	Noun:	Funding Info Only		
	ACRN:	AB	$3,589.75	
	PR/MIPR:	14NA002447		$3,589.75
0005			1	$1,025,597.00
			Lot	$1,025,597.00
	Noun:	BASE PERIOD - MATERIAL/SUPPLIES		
	Contract type:	S - COST		
	Inspection:	DESTINATION		
	Acceptance:	DESTINATION		
	FOB:	DESTINATION		

Descriptive Data:
The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing.***

Period of Performance: November 1, 2014 - September 30, 2015

000501				
	Noun:	Funding Info Only		
	ACRN:	AA	$119,091.42	
	PR/MIPR:	14NA002447		$119,091.42
000502				
	Noun:	Funding Info Only		
	ACRN:	AB	$7,939.43	
	PR/MIPR:	14NA002447		$7,939.43
0006			1	NSP
			Lot	NSP
	Noun:	BASE PERIOD - DATA AND REPORTS		
	ACRN:	U		
	Contract type:	R - COST PLUS AWARD FEE		
	Inspection:	DESTINATION		
	Acceptance:	DESTINATION		
	FOB:	DESTINATION		

Descriptive Data:
The contractor shall submit reports in accordance with Section J, Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and the price for this effort is included in CLIN 0001 and 0007.

Period of Performance: October 1, 2014 - September 30, 2015

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0007		1 Lot	$0.00 $0.00

Noun: TRANSITION
ACRN: U
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The Contractor shall perform all services and otherwise do all things necessary to successfully transition in performing Section 4, "Transition Period," in accordance with the Performance Work Statement, in Part III, Section J, Attachment 1, during the first month after the effective date of the contract. ***This is a firm-fixed price CLIN. Transition should encompass all costs for this activity, to include relocation of key personnel.***

Note: Per the Contractor's proposal under Solicitation No. DE-SOL-0005982 a firm-fixed price for the transition period was proposed and accepted by the Government at $0 (no cost to the Government).

Period of Performance: October 1, 2014 - October 31, 2014

1001 OPTION CLIN

Noun: OPTION 1 - ENVIRONMENTAL PROGRAM SERVICES
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated January 13, 2014. The Contractor shall perform environmental characterization and remediation services at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNSS and at waste generator sites. ***The value of Option 1, CLIN 1001 if exercised, is $10,033,808.00.***

Period of Performance: October 1, 2015 - September 30, 2016

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

1002 OPTION CLIN

Noun: OPTION 1 - AWARD & PERFORMANCE INCENTIVE FEE
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section J, Attachment 3 and Special H Clause, Section NNS-H-2012. ***The value of Option 1, CLIN 1002 if exercised, is $702,367.00.***

Period of Performance: October 1, 2015 - September 30, 2016

1003 OPTION CLIN

Noun: OPTION 1 - TRAVEL
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 1, CLIN 1003 if exercised, is $245,081.00.***

The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN.

Period of Performance: October 1, 2015 - September 30, 2016

1004 OPTION CLIN

Noun: OPTION 1 - EQUIPMENT
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 1, CLIN 1004 if exercised, is $193,043.00.***

Period of Performance: October 1, 2015 - September 30, 2016

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

1005 OPTION CLIN

Noun: OPTION 1- MATERIALS/SUPPLIES
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 1, CLIN 1005 value if exercised, is $1,074,469.00.***

Period of Performance: October 1, 2015 - September 30, 2016

1006 OPTION CLIN

Noun: OPTION 1 - DATA AND REPORTS
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall submit reports in accordance with Section J, Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and price of this effort includes the Option 1 CLIN 1001.

Period of Performance: October 1, 2015 - September 30, 2016

2001 OPTION CLIN

Noun: OPTION 2 - ENVIRONMENTAL PROGRAM SERVICES
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated January 13, 2014. The Contractor shall perform environmental characterization and remediation services at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNSS and at waste generator sites. ***The value of Option 2, CLIN 2001 if exercised, is $10,038,344.00.***

Period of Performance: October 1, 2016 - September 30, 2017

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

2002 OPTION CLIN

Noun: OPTION 2- AWARD & PERFORMANCE INCENTIVE FEE
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance Section J, Attachment 3 and Special H Clause, Section NNS-H-2012. ***The value of Option 2, CLIN 2002 if exercised, is $702,684.00.***

Period of Performance: October 1, 2016 - September 30, 2017

2003 OPTION CLIN

Noun: OPTION 2 - TRAVEL
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 2, CLIN 2003 if exercised, is $290,461.00.***

The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN.

Period of Performance: October 1, 2016 - September 30, 2017

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

2004 OPTION CLIN

Noun: OPTION 2 - EQUIPMENT
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 2, CLIN 2004 if exercised, is $199,331.00.***

Period of Performance: October 1, 2016 - September 30, 2017

2005 OPTION CLIN

Noun: OPTION 2- MATERIALS/SUPPLIES
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 2, CLIN 2005 if exercised, is $1,058,205.00.***

Period of Performance: October 1, 2016 - September 30, 2017

2006 OPTION CLIN

Noun: OPTION 2 - DATA AND REPORTS
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall submit reports in accordance with Section J, Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and price for this effort is included in CLIN 2001.

Period of Performance: October 1, 2016 - September 30, 2017

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

3001 OPTION CLIN

Noun: OPTION 3 - ENVIRONMENTAL PROGRAM SERVICES
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated January 13, 2014. The Contractor shall perform environmental characterization and remediation services at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNSS and at waste generator sites. ***The value of Option 3, CLIN 3001 if exercised, is $8,511,800.00.***

Period of Performance: October 1, 2017 - September 30, 2018

3002 OPTION CLIN

Noun: OPTION 3 - AWARD & PERFORMANCE INCENTIVE FEE
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section J, Attachment 3 and Special H Clause, Section NNS-H-2012. ***The value of Option 3, CLIN 3002 if exercised, is $595,826.00.***

Period of Performance: October 1, 2017 - September 30, 2018

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

3003 OPTION CLIN

Noun: OPTION 3 - TRAVEL
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 3, CLIN 3003 if exercised, is $286,556.00.***

The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN

Performance Period: October 1, 2017 - September 30, 2018

3004 OPTION CLIN

Noun: OPTION 3 - EQUIPMENT
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 3, CLIN 3004 if exercised, is $222,163.00.***

Period of Performance: October 1, 2017 - September 30, 2018

3005 OPTION CLIN

Noun: OPTION 3 - MATERIALS/SUPLIES
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 3, CLIN 3005 if exercised, is $1,112,607.00.***

Period of Performance: October 1, 2017 - September 30, 2018

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

3006 OPTION CLIN

Noun: OPTION 3 - DATA AND REPORTS
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall submit reports in accordance with Section J, Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and the price for this effort is included in CLIN 3001.

Period of Performance: October 1, 2017 - September 30, 2018

4001 OPTION CLIN

Noun: OPTION 4 - ENVIRONMENTAL PROGRAM SERVICES
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated January 13, 2014. The Contractor shall perform environmental characterization and remediation services at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNSS and at waste generator sites. ***The value of Option 4, CLIN 4001 if exercised, shall be $8,399,339.00.***

Performance Period: October 1, 2018 - September 30, 2019

4002 OPTION CLIN

Noun: OPTION 4 - AWARD & PERFORMANCE INCENTIVE FEE
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section J, Attachment 3 and Special H Clause, Section NNS-H-2012. ***The value of Option 4, CLIN 4002 if exercised, is $587,954.00.***

Performance Period: October 1, 2018 - September 30, 2019

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

4003 OPTION CLIN

Noun: OPTION 4 - TRAVEL
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 4, CLIN 4003 if exercised, is $280,583.00.***

The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN

Performance Period: October 1, 2018 - September 30, 2019

4004 OPTION CLIN

Noun: OPTION 4 - EQUIPMENT
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 4, CLIN 4004 if exercised, is $220,863.00.***

Performance Period: October 1, 2018 - September 30, 2019

4005 OPTION CLIN

Noun: OPTION 4 - MATERIALS/SUPPLIES
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 4, CLIN 4005 if exercised, is $1,103,986.00.***

Performance Period: October 1, 2018 - September 30, 2019

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
4006	OPTION CLIN		

Noun: OPTION 4 - DATA AND REPORTS
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The contractor shall submit reports in accordance with Section J, Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and the price for this effort is included in CLIN 4001.

Performance Period: October 1, 2018 - September 30, 2019

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

NNS-B-1001 IMPLEMENTATION OF LIMITATION OF FUNDS (NOV 2009) (TAILORED)

Pursuant to the clause FAR 52.232-22 in Section I, entitled, "Limitation of Funds", the total amount available for payment and allotted to this contract for CLIN(s) as follows:

CLIN 0001 - Environmental Program Services: $1,293,042.87, it is estimated that this amount is sufficient to cover performance through December 11, 2014.

CLIN 0002 - Award Fee & Performance Incentive Fee: $90,512.96, it is estimated that this amount is sufficient to cover performance through December 11, 2014.

CLIN 0003 - Travel: $31,977.28, it is estimated that this amount is sufficient to cover performance through December 11, 2014.

CLIN 0004 - Equipment: $57,436.04, it is estimated that this amount is sufficient to cover performance through December 11, 2014.

CLIN 0005 - Material/Supplies: $127,030.85, it is estimated that this amount is sufficient to cover performance through December 11, 2014.

Funds shall be tracked at the CLIN level and shall not be exceeded without prior written approval from the Contracting Officer.

(End of Clause)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.

NNS-B-1002 CONTRACT TYPE: FIRM-FIXED-PRICE (NOV 2009) (TAILORED)

Total Price: $0 (The Contractor proposed to complete the transition period at no cost to the Government.)

Applicable to following Line Item: 0007.

(End of clause)
Applies to Firm-Fixed-Price CLIN(s) only.

NNS-B-1007 CONTRACT TYPE: COST-PLUS-AWARD-FEE (NOV 2009) (TAILORED)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

(a) The total estimated cost of performance, inclusive of all option periods, is $58,777,240.00

(b) The base fee is $0

(c) The total available fee (as divided between Award Fee and Performance Incentive Fee in accordance with clause NNS-H-2012), inclusive of all option periods, is $3,319,597.00.

(d) The award fee available for performance from inception of contract through the evaluation period ending 30 SEP 2015 has been determined to be $730,766.00.

Applicable to following Line Item(s): 0002.

(End of clause)
Applies to Cost-Plus-Award-Fee CLIN(s) only.

NNS-B-1013 DISTRIBUTION OF AWARD FEE (OCT 2013)

In the event of contract termination, in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with the evaluation period activities or events as determined by the Fee Determination Official (FDO).

(End of clause)

NNS-B-1018 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT (OCT 2013)

Contract transition is a one month period of time, in accordance with Section H, NNS-H-2006, Transition Plan and Section J, Attachment 1, Performance Work Statement (PWS), prior to the date the Contractor assumes full responsibility for performing the entire PWS. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. The Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall accomplish these activities in a manner that results in an effective transition of personnel and work activities. Contract transition, CLIN 0007, is a firm-fixed-price effort.

(End of Clause)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

DOE-C-1007 REPORTS (NOV 2009) (TAILORED)

Reports shall be prepared and submitted in accordance with Attachment 2, Reporting Requirements Checklist located in Section J, and as specified in other clauses in the contract.

(End of clause)

DOE-C-1008 PREPARATION AND TRANSMITTAL OF SCIENTIFIC AND TECHNICAL INFORMATION (AUG 2011) - ALTERNATE I (AUG 2011) (TAILORED)

(a) The Contractor must make scientific and technical information (STI) available in accordance with DOE O 241.1B, "Scientific and Technical Information Management," to DOE's Office of Scientific and Technical Information (OSTI). This document can be accessed on the internet at http://www.directives.doe.gov and is incorporated into this contract by reference.

(b) The Contractor must make available and announce each report or other STI product electronically via the DOE Energy Link System (E-Link) (accessed on the Internet at http://www.osti.gov/elink) using the Web form for "US DOE Announcement of DOE Scientific and Technical Information," via batch file, or through harvesting of metadata with a link to the respective site-hosted electronic report. Do not send reports or other STI products directly to OSTI in hard copy via U.S. mail. Acceptable document formats are Searchable or Non-Searchable PDF. Scientific and technical computer software must be made available and announced to OSTI using DOE F 241.4, "US DOE Announcement of Computer Software," http://www.osti.gov/estsc/241-4pre.jsp.

(End of clause)

NNS-C-2001 CLAUSE AND PROVISION NUMBERING (OCT 2013)

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

(End of clause)

NNS-C-2002 PERFORMANCE WORK STATEMENT (OCT 2013)

The Performance Work Statement (PWS) entitled "Environmental Program Services (EPS),"dated January 13, 2014, is Attachment 1 listed in Part III, Section J.

(End of clause)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

NNS-D-1001 PACKAGING (NOV 2009) (TAILORED)

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

(End of clause)

NNS-D-1002 MARKING (NOV 2009) (TAILORED)

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

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

(b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and

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

(End of clause)

NNS-D-1003 SECURITY REQUIREMENTS (NOV 2009) (TAILORED)

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current NNSA/DOE Safeguards and Security directives identified in Part III, Section J, Attachment 4, List of Applicable DOE, NNSA, NFO Directives and Regulations.

(End of clause)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

DOE-E-1001 INSPECTION AND ACCEPTANCE (NOV 2009) (TAILORED)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the COR or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

(End of clause)

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0001		1	30 Sep 2015
	Noun:	BASE PERIOD - ENVIRONMENTAL PROGRAM SERVICES	
	ACRN:	9	
0002		1	30 Sep 2015
	Noun:	BASE PERIOD - AWARD FEE & PERFORMANCE INCENTIVE FEE	
	ACRN:	9	
0003		1	30 Sep 2015
	Noun:	BASE PERIOD - TRAVEL	
	ACRN:	9	
0004		1	30 Sep 2015
	Noun:	BASE PERIOD - EQUIPMENT	
	ACRN:	9	
0005		1	30 Sep 2015
	Noun:	BASE PERIOD - MATERIAL/SUPPLIES	
	ACRN:	9	
0006		1	30 Sep 2015
	Noun:	BASE PERIOD - DATA AND REPORTS	
	ACRN:	U	
0007		1	31 Oct 2014
	Noun:	TRANSITION	
	ACRN:	U	

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15	STOP-WORK ORDER (AUG 1989) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.247-29	F.O.B. ORIGIN (FEB 2006)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (AUG 1989) (TAILORED)

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

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

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

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

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

(End of clause)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.

B. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

NNS-F-2001 CONTRACT PERFORMANCE PERIOD (OCT 2013)

The transition period shall be the first month from the effective date of the contract. The base period shall be for 12 months from the beginning of the transition period. Four option periods, if exercised, will extend the term of the contract an additional 48 months for a total of 60 months from the effective date of the contract as follows:

(1) Base Period: October 1, 2014 - September 30, 2015 with the first month being the transition period.

(2) Option Periods:

Option 1: October 1, 2015 - September 30, 2016
Option 2: October 1, 2016 - September 30, 2017
Option 3: October 1, 2017 - September 30, 2018
Option 4: October 1, 2018 - September 30, 2019

(End of clause)

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data			Obligation Amount
AA				$1,500,000.00
01250.2014.01.100260.25199.1111217.0002176.0000000.0000000.000000				
	Funding breakdown:	On CLIN 000101:	$1,212,227.69	
		On CLIN 000201:	$84,855.90	
		On CLIN 000301:	$29,978.70	
		On CLIN 000401:	$53,846.29	
		On CLIN 000501:	$119,091.42	
	PR/MIPR:	14NA002447	$1,500,000.00	
AB				$100,000.00
01250.2014.01.100260.25199.1111180.0002177.0000000.0000000.000000				
	Funding breakdown:	On CLIN 000102:	$80,815.18	
		On CLIN 000202:	$5,657.06	
		On CLIN 000302:	$1,998.58	
		On CLIN 000402:	$3,589.75	
		On CLIN 000502:	$7,939.43	
	PR/MIPR:	14NA002447	$100,000.00	

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

DOE-G-1007 CONTRACTING OFFICER'S REPRESENTATIVE (NOV 2009) (TAILORED)

The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is:

Robert F. Boehlecke
NNSA Nevada Field Office
Phone: (702) 295-2099
Email: Robert.Boehlecke@nnsa.doe.gov

The Alternate Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is:

Carol Dinsman
NNSA Nevada Field Office
Phone: (702) 295-2342
Email: Carol.Dinsman@nnsa.doe.gov

Specific duties and responsibilities of the COR are those delegated in the COR Delegation Memo and Alternate COR Delegation Memo for this contract.

(End of clause)

DOE-G-1009 CONTRACTOR'S PROGRAM MANAGER (NOV 2009) (TAILORED)

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

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

(End of clause)

DOE-G-1010 NON-SUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (NOV 2009) (TAILORED)

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

(End of clause)

NNS-G-1001 BILLING INSTRUCTIONS (JAN 2014)

(a) Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed.

(b) Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher. To obtain access to and use VIPERS, please visit the web page at https://vipers.oro.doe.gov. Detailed instructions on how to enroll and use the system can be found in the "Electronic Invoice Instructions" document under the "Document Links" section on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

(c) Each voucher submitted shall include the following:

(1) contract number;

(2) order number;

(3) contractor name;

(4) date of voucher;

(5) invoice number (invoices shall be sequentially numbered);

(6) total amount of voucher;

(7) period covered or items delivered; and

(8) cumulative amount invoiced to date.

(d) In addition, the voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost. The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

(i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.

(ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.

(v) The total fee billed, retainage amount, and available fee must be shown.

(2) Supporting Documentation. Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly

rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, purpose of the trip and copies of travel receipts in accordance with the Federal Travel Regulation (FTR); and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(e) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

(f) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(g) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

(End of clause)

NNS-G-2003 CONTRACT ADMINISTRATION (OCT 2013)

This contract will be administered by:

NNSA, Nevada Field Office
Attn: Ms. Lillian Minor
232 Energy Way
North Las Vegas, NV 89030
Phone (702) 295-1671
Fax: (702) 657-7568
E-mail: Lillian.Minor@nnsa.doe.gov

Written communications shall make reference to the contract number and shall be mailed to the Contract Officer designated above.

(End of clause)

NNS-G-2004 CORRESPONDENCE PROCEDURES (OCT 2013)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Contracting Officer's Representative (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contracting Officer.

(b) Correspondence Pertaining to Patent, Technical Data, or Intellectual Property

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contracting Officer with information copies to the COR and the DOE/NNSA Patent Counsel. Contact the

Contracting Officer prior to submitting correspondence to obtain DOE/NNSA Patent Counsel point of contact information.

(c) Other Correspondence

All other correspondence shall be addressed to the Contracting Officer with an information copy of the correspondence to the COR.

(End of clause)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

Leidos
HydroGeoLogic, Inc.

(End of clause)

B. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

DOE-H-1011 DEPARTMENT OF LABOR WAGE DETERMINATIONS (NOV 2009) (TAILORED)

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination located in Section J, Attachment 5.

(End of clause)

DOE-H-1015 AWARD FEE PLAN (NOV 2009) (TAILORED)

(a) The Contractor's award fee plan upon which the determination of award fee shall be based (including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area), will be unilaterally established by the Government. A copy of the plan will be provided to the Contractor 15 calendar days prior to the start of the first evaluation period.

(b) The award fee plan will set forth the criteria upon which the Contractor will be evaluated for performance relating to technical requirements, management requirements, and cost functions.

(c) The award fee plan may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

(End of clause)
Applies to Cost-Plus-Award-Fee CLIN(s) only.

DOE-H-1017 AWARD FEE (NOV 2009) (TAILORED)

(a) Beginning on the effective date of this contract, the Government shall evaluate the Contractor's performance on a semi-annual basis for a determination of the award fee earned by the Contractor.

(b) The Contractor may earn a minimum award fee of $0 and a maximum award fee of $3,319,597.00 during the term of the contract. The DOE Fee Determination Official (FDO) shall determine the earned portion of the maximum award fee allocable to each performance period for possible award.

(c) The Contractor agrees that the evaluation of the Contractor's performance and the determination as to the amount of award fee earned will be made by the FDO, in accordance with the Performance Evaluation Plan. The Contractor shall be advised in writing of the determination and of the reasons why the award fee was earned or why it was not earned, if the latter is applicable.

(d) The Contracting Officer will issue a unilateral contract modification when the award fee, if any, has been determined by the FDO. The modification shall set forth the amount of fee earned for the performance period evaluated. Upon receipt of the contract modification, the Contractor may submit a public voucher for payment of the total award fee earned for the period evaluated.

(e) Award fee denied in one period will not be made available during a subsequent award fee period.

(f) In the event of contract termination, in whole or in part, the amount of the award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the FDO.

(End of clause)
Applies to Cost-Plus-Award-Fee CLIN(s) only.

DOE-H-1020 OPTIONS TO THE CONTRACT (NOV 2009) (TAILORED)

(a) The Government may unilaterally exercise the option(s) in this contract by written notice to the Contractor within the term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to exercise at least 30 days before the contract expires. The preliminary notice does not commit the Government to execute the option.

(b) If the Government exercises an option, the contract shall be considered to include this option provision.

(c) Should the Government exercise any option hereunder all contractual terms and conditions shall remain in effect.

OPTIONS

Option 1 - October 1, 2015 - September 30, 2016
Option 2 - October 1, 2016 - September 30, 2017
Option 3 - October 1, 2017 - September 30, 2018
Option 4 - October 1, 2018 - September 30, 2019

(End of clause)

DOE-H-1025 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (NOV 2009) (TAILORED)

The Government may award contracts for on-site work or services to additional contractors. The Contractor shall cooperate fully with all other on-site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

(End of clause)

DOE-H-1032 RELEASE OF INFORMATION (DEC 2011) (TAILORED)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to NNSA/NFO Office of Public Affairs, P.O. Box 98518, Las Vegas, NV 98158 with a copy provided to the Contracting Officer.

(End of clause)

DOE-H-1040 LOBBYING RESTRICTION (APPROPRIATIONS ACT 2013) (SEP 2013) (TAILORED)

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

(End of clause)

DOE-H-1048 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (MAY 2011) (TAILORED)

(a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. As a service provider at a DOE facility you are urged to assist us in our efforts. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

Alternative Fueled Vehicles and Alternative Fuels
Biobased Content Products (USDA Designated Products)
Energy Efficient Products
Non-Ozone Depleting Alternative Products
Recycled Content Products (EPA Designated Products)
Water Efficient Products (EPA WaterSense Labeled Products)

(b) You should familiarize yourself with these information resources:

Recycled Products are described at http://epa.gov/cpg
Biobased Products are described at http://www.biopreferred.gov/
Energy efficient products are at http://energystar.gov/products for Energy Star products and FEMP designated products are at http://www.eere.energy.gov/femp/procurement
Environmentally Preferable Computers are at http://www.epeat.net
Non-Ozone Depleting Alternative Products at http://www.epa.gov/ozone/strathome.html
Water efficient plumbing fixtures at http://epa.gov/watersense

(c) In the course of providing services at the DOE site, if your services necessitate the acquisition of any of these types of products, it is expected that you will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and you may be asked to share information for our report.

(End of clause)

DOE-H-1071 CONFERENCE SPENDING CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (MAY 2013) (TAILORED)

The Contractor agrees that:

(a) No cost associated with conference activities shall be allowable under this contract unless the conference is directly and programmatically related to the purpose of the contract, and the specific work authorization/order/task directing the conference activities.

(b) The Contractor shall follow the most current guidance issued by DOE concerning reporting of conference related activities and spending. The Contractor shall request and obtain approval (if $100,000 or greater), and report all conference activities through the Conference Management Reporting and Approval Tool on the DOE iPortal at https://iportal.doe.gov.

(c) Once the Contractor has received notification that approval (if net estimated DOE expenses exceed $100,000) or registration (if net DOE expenses are $100,000 or less) within the Conference Management Database has taken place, the contractor shall provide documentation to the Contracting Officer of the approval or registration. Notification of approval or registration consists of evidence of one of the following--

(1) The Conference Management Database Approval Comments field reflects "Approved" if DOE expenses are equal to or exceed $100,000; or

(2) The Conference Management Database Event Status field is locked and the Approval Comments field reflects "Approval Not Needed at Current Estimates," if net DOE expenses will be $100,000 or less.

(d) Upon receipt of the evidence in (c) above, the Contracting Officer will provide approval for the Contractor to begin incurring costs for the conference. Contracting Officer approval to begin incurring costs does not constitute a determination of allowability of the costs.

(e) The Contractor and its employees as well as conference sponsors, hosts and attendees shall aggressively seek to limit costs associated with a conference. Conference expenditures shall be kept to the minimum necessary to carry out the Department's mission and must be consistent with applicable portions of the Federal Travel Regulation, and 48 CFR chapter 1, the Federal Acquisition Regulation.

(f) DOE will review proposed conference activities based on estimated cost and attendance to ensure federal funds are used for purposes that are appropriate, cost effective, and important to the core mission. However, only the Contracting Officer has authority to determine if the costs incurred by the Contractor are allowable, allocable, and reasonable.

(g) The Contractor shall establish sufficient management controls to ensure the costs related to conferences it invoices the Government for are allowable, allocable and reasonable.

(h) The Contractor shall ensure its conference attendees conduct themselves with the highest level of professionalism and ethical behavior consistent with that expected of DOE employees.

(End of clause)

NNS-H-1001 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (NOV 2009) (TAILORED)

The Representations, Certifications, and Other Statements of Offeror were verified on the online Representations and Certifications Application on the System for Award Management (SAM) Official U.S. Government system on September 8, 2014 at 12:04 pm, Mountain Time, and are hereby incorporated by reference.

(End of clause)

NNS-H-1002 STANDARD INSURANCE REQUIREMENTS (NOV 2009) (TAILORED)

In accordance with DEAR clause 952.231-71, "Insurance - Litigation and Claims," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

(1) the amount required by the State of Nevada under applicable Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance of at least $100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

(End of clause)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.

NNS-H-1003 ACCESS TO DOE-OWNED OR LEASED FACILITIES (AUG 2011)

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

(1) is the candidate suspected of being a terrorist;

(2) is the candidate subject to an outstanding warrant;

(3) has the candidate deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;

(4) has the candidate presented false or forged identity source documents;

(5) has the candidate been barred from Federal employment;

(6) is the candidate currently awaiting a hearing or trial or been convicted of a crime punishable by imprisonment of six (6) months or longer; or

(7) is the candidate awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a

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

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

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

(End of clause)

NNS-H-1004 INFORMATION TECHNOLOGY EQUIPMENT USE (NOV 2009)

(a) The Contractor is not authorized to acquire any information technology equipment, real or personal property, or data at the Government's expense, under this contract, without the prior written approval of the Contracting Officer. The Government will allow for access to its computer systems on an as-required basis and will provide the network capability (exclusive of hardware which will be provided by the Contractor).

(b) Requirements for information technology equipment which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. If Contracting Officer consent is required, the Contractor shall furnish to the Contracting Officer information concerning the need for and selection of such information technology equipment, including the specific make and model; and the lease-versus-purchase determination.

(End of clause)

NNS-H-1005 OBSERVANCE OF NATIONAL HOLIDAYS (NOV 2009) (TAILORED)

(a) Observance of National Holidays/Administrative Time-Off

(1) The Government observes the following days as national holidays:

(i) New Year's Day
(ii) Martin Luther King Day
(iii) President's Day
(iv) Memorial Day
(v) Independence Day
(vi) Labor Day
(vii) Columbus Day
(viii) Veteran's Day
(ix) Thanksgiving Day
(x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

(2) The Contractor shall not exceed the total number of holidays identified in paragraph (a) above. Contractor personnel shall comply with their own company's personnel policy and procedures regarding the administration of holidays. The costs associated with the observance of such holidays shall

be consistent with company's established cost accounting standards and practices; other terms and conditions of the contract, and Federal Acquisition Regulation Part 31, Contract Cost Principles and Procedures.

(3) Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release other than vacation or sick time as defined and established in the contractor's existing written policies is at the discretion of the Contractor. However, when granting any such administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract. Costs for administrative time-off granted by the Contractor to its employees shall not be directly charged to the contract, nor shall the work be performed subsequently at premium or overtime pay.

(b) Billable Time

(1) Billable time performed during Contractor's normal duty hours of 7:00 (insert time) AM to 4:30 (insert time) PM, Monday through Friday, may include the following:

(i) from the Contractor's facility to assigned site of work or Government training;
(ii) in performing the assigned duties;
(iii) transfer to a new assigned site of work; and
(iv) return from assigned site of work to the Contractor's plant.

(2) Billable time outside normal duty hours will be reimbursed at normal salary or hourly rates unless overtime rates apply in accordance with the applicable terms and conditions of this contract.

(3) Billable travel time, except as provided in (1) above, shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.

(End of clause)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.

NNS-H-1006 CONFIDENTIALITY OF INFORMATION (NOV 2009)

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

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data that the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary

information or data to the Contractor under this contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

(End of clause)

NNS-H-1008 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (NOV 2009) (TAILORED)

(a) During contract performance, the Government will furnish the Contractor office space for approximately 120 individual(s) on an as-required basis. Additional office space may be provided by the Government as the NNSA Environmental Management Office demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.

(b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems may be furnished by the Government on an as-required basis. The Government may also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

(c) The Government intends to provide equipment in its current condition for use during contract performance.

(End of clause)

NNS-H-1009 COMPUTER SYSTEMS SECURITY (NOV 2009) (TAILORED)

(a) The Contractor agrees to comply with the NNSA/DOE directives identified in Part III, Section J, Attachment 4. (Title of directive(s)) and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

(End of clause)

NNS-H-1010 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (JAN 2011)

The Contractor is required to comply with the following in accordance with DOE O 221.1A, Reporting Fraud, Waste, and Abuse to the Office of Inspector General and DOE O 221.2A, Cooperation with the Inspector General:

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

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

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

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

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

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

(g) Contractors must ensure that all their employees understand that they must:

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

(2) not impede or hinder another employee's cooperation with the OIG.

(3) ensure that reprisals are not taken against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) The DOE IG hotline telephone number is 202-586-4073.

(End of clause)

NNS-H-1012 CONTRACTOR IDENTIFICATION SPECIFICATIONS (NOV 2009) (TAILORED)

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

(End of clause)

NNS-H-1013 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (JAN 2011) (TAILORED)

In the performance of this contract, the Contractor is responsible for complying with the requirements of 10 C.F.R. Part 1017 and DOE Order 471.1B, or their successors, and for flowing down these requirements to subcontractors.

(End of clause)

NNS-H-1014 LIMITATION OF GOVERNMENT'S OBLIGATION (NOV 2009) (TAILORED)

(a) Of the price of $0, the sum of $0 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allotted to this contract until the total price of said item is allotted.

(b) The Contractor agrees to perform or have performed work on said item up to the point at which, in the event of termination of this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)" the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs), pursuant to paragraph (e) thereof, would in the exercise of reasonable judgment by the Contractor approximate the total amount at the time allotted to the contract. The Government shall not be obligated in any event to pay or reimburse the Contractor in excess of the amount from time to time allotted to the contract, anything to the contrary in the FAR Clause "Termination for Convenience of the Government (Fixed Price)" notwithstanding.

(c) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2014. The Contractor will notify the Contracting Officer in writing at least 60 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substituted date. The Contractor shall, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the contract for a further period, as may be specified in the contract or otherwise agreed to by the parties. If, after such later notification, additional funds are not allotted by the date above, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance which shall be covered by such funds. The provisions of paragraphs (b) and (c) above shall apply to such additional allotted funds and substituted date pertaining thereto and the contract amended accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause in this contract entitled "Disputes."

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(End of clause)
Applies to Firm-Fixed-Price CLIN(s) only.

NNS-H-1015 FOREIGN NATIONAL ACCESS TO NNSA FACILITIES (JAN 2011) (TAILORED)

(a) DOE Order 142.3A entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference.

(b) The DOE Order is available on the internet at: http://www.directives.doe.gov/ or by request to the Contracting Officer.

(End of clause)

NNS-H-1016 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (NOV 2009) (TAILORED)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

(End of clause)

NNS-H-1017 VIOLENCE IN THE WORKPLACE (NOV 2009) (TAILORED)

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

(End of clause)

NNS-H-1019 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (NOV 2009)

(a) No work may be performed at the covered workplace unless and until the government approves the Contractor's Worker and Safety Health Program. "Covered workplace" means a place at a DOE site where a Contractor is responsible for performing work in furtherance of a DOE or NNSA mission. "DOE site" means a DOE-owned or -leased area or location or other area or location controlled by DOE where activities and operations are performed at one or more facilities or places by a Contractor in furtherance of a DOE mission.

(b) The Contractor, or a subcontractor at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. 10 CFR 851 is incorporated into the contract by reference. In the event of any conflict between this special contract requirement and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

(c) The Contractor shall implement and maintain a written Worker and Safety Health Program that provides the methods of implementing the requirements of Subpart C of 10 CFR 851 (or Part 851 or §851).

(d) Contractors must incorporate in the Worker and Safety Health Program any changes, conditions, or workplace safety and health standards directed by DOE consistent with the requirements of 10 CFR Part 851 and Laws, Regulations, Directives and NNSA Policy (if in the basic contract) and associated contract clauses. (see §851.13(c)(3)).

(e) The Contractor will provide a copy of their Government approval and WSHP plan to:

Mr. Glenn S. Podonsky, Chief
Office of Health, Safety and Security HS-1
Forrestal Bldg US DOE
1000 Independence Ave SW
Washington DC 20585

(f) Each year, 90 days before the anniversary of the contract effective date, the Contractor must submit to the Contracting Officer either an updated worker safety and health program for approval or a letter stating that no changes are necessary in the currently approved worker safety and health program.

(g) If a Contractor employs or supervises workers who are represented for collective bargaining by a labor organization, see §851.11(d).

(h) Nothing in Part 851 or this special contract requirement precludes a Contractor from taking any additional protective action that is determined to be necessary to protect the safety and health of workers (see §851.12).

(End of clause)

NNS-H-1021 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2012)

(a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, Security, the Contractor shall use the DOE FOCI electronic submission system located at https://foci.anl.gov.

(b) New users, when registering to update information under this contract, should select "NNSA Albuquerque Complex - Acquisition and Project Management (NA-APM)" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are not accepted; all FOCI documentation/forms requiring signatures, dates, and company seal (if applicable), must be printed, completed, and uploaded under the Miscellaneous Tab within the eFOCI system. NOTE: Hard copies of electronic FOCI submission package are no longer required, as indicated in the eFOCI system. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.

(End of clause)

NNS-H-1022 LIMITATIONS ON SUBCONTRACTING COMPLIANCE AND REPORTING REQUIREMENTS -- SERVICES (NOV 2009)

(a) Small Business Set-aside Prime Contractor Requirement: This clause is applicable to the small business set-aside prime Contractor required to perform a certain percentage of work with its own employees or, in the case of supplies, a percentage of the cost of manufacturing in accordance with the requirements set forth in 13 CFR 125.6 'Prime Contractor Performance Requirements - Limitations on Subcontracting' and FAR 52.219-14 'Limitations on Subcontracting'.

(b) Service Contracts: Where a small business set-aside prime Contractor must meet the applicable percentage of work requirement as identified in FAR 52.219-14(b)(1), the contract type determines which computational method to apply as follows:

(1) Indefinite Delivery/ Indefinite Quantity (IDIQ) contracts: The Contractor shall submit a semi-annual report to the Contracting Officer documenting compliance with FAR 52.219-14(b)(1) and/or 13 CFR 124.510(c) demonstrating that it has performed the required percentage of costs for the total of all combined orders issued to that date. If the required percentage is not being met, the Contractor shall include, with the semiannual report, a plan to meet the required percentage before the contract end date.

(2) Contracts other than IDIQ: The Contractor shall submit a semi-annual report to the Contracting Officer documenting compliance with FAR 52.219-14(b)(1). If the required percentage is not being met, the Contractor shall also include, with the semiannual report, a plan to meet the required percentage before the contract end date.

(c) Instructions for Calculation of the Cost of Contract Performance Incurred for Personnel in Accordance with 'Limitations on Subcontracting': (FAR 52.219-14) - Services: When the work in this contract is identified as 'Services (except construction)' in accordance with FAR 52.219-14(b)(1), the small business prime Contractor shall utilize the following computational steps/instructions to determine whether the small business prime Contractor meets the applicable percentage of cost incurred for personnel with its own employees.

(1) Identify what parts of the project will be performed by small business prime Contractor employees and the related cost for each part. Provide and illustrate the calculation for Cost of Contract Performance Incurred for Prime Personnel, in accordance with the definitions below:

(i) "Cost of Contract Performance Incurred for Prime Personnel" includes fully burdened prime labor cost (direct labor and all indirect costs applied to direct labor - e.g., fringe, labor overhead, and G&A). All other direct costs (material, travel, ODCs, subcontracts, consultants, etc.) and "below the cost line" mark-ups -- such as profit and gross receipts tax -- are excluded.

(ii) "Cost of Contract Performance Incurred for Subcontractor/Consultant Personnel" includes fully burdened subcontractor labor (direct labor and all indirect costs applied to direct labor - e.g., fringe, labor overhead, and G&A) and consultant labor cost. All other direct costs (material, travel, ODCs, tiered subcontracts, tiered consultants, etc.) and "below the cost line" mark-ups -- such as profit and gross receipts tax -- are excluded. NOTE: Tiered subcontract(s) fully-burdened labor costs and tiered consultant labor costs should be computed in the same manner.

(iii) "Total Cost of Contract Performance Incurred for Personnel" means the total fully burdened labor cost for prime and subcontractor(s)/consultant personnel. (c)(1)(i) + (c)(1)(ii)

(iv) "Percent of Cost of Contract Performance Incurred by Prime Personnel" is calculated by dividing the above defined cost of "Cost of Contract Performance Incurred for Prime Personnel" by the "Total Cost of Contract Performance Incurred for Personnel" and multiplying the result by 100."

(2) Use a format similar to the following to identify and calculate "Cost of Contract Performance Incurred for Prime Personnel". Refer to the definitions above pertaining to "Cost of Contract Performance Incurred by Prime Personnel, "Total Cost of Contract Performance Incurred for Personnel "and "Percent of Cost of Contract Performance Incurred for Prime Personnel."

Clearly describe the Work to be Performed by Prime Personnel:

____

____

Show Calculation of the Cost of Contract Performance Incurred for Personnel:

1. Fully-burdened Prime Labor Cost: = $____

2. Fully-burdened Subcontractor(s)/Consultant(s) Labor Cost: = $____

3. Total Fully-burdened Labor Cost (line 1 + line 2): = $____

4. Percentage of Contract Performance Incurred by Prime Personnel: = (line 1 / line 3) * 100 = ____%

(End of clause)

NNS-H-1025 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2009) (TAILORED)

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

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

NNS-H-1026 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (FEB 2013) (TAILORED)

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

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400-§302-3.429) or a reduced per diem (Extended Travel Duty) described below.

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

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

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

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

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

(i) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows:

If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first and it would be inconsistent with the three year rule.

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

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

(End of clause)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.

NNS-H-1042 PYRAMIDING OF FEE (OCT 2013)

Pyramiding of fee/profit is expressly unallowable. Specifically, the prime Contractor's fee allocation base (both award fee and performance incentive fee) shall exclude all other team members' fee/profit. FAR Subpart 9.601 defines "Contractor team arrangement" as an arrangement where:

(a) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or,

(b) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

(End of clause)

NNS-H-1043 TIME AND MATERIALS (T&M)/LABOR HOUR SUBCONTRACTS (OCT 2013)

All T&M/Labor Hour subcontracted effort shall be removed from the contractor's available fee base/pool. Within 15 days of each award fee period, the Contractor shall provide a reconciliation of all amounts invoiced to the Government for any T&M/Labor Hour subcontracts performed under this contract.

The available award fee pool shall be reduced proportionately for all T&M/Labor hour effort invoiced during the period. For example, if the total invoiced T&M/Labor Hour subcontracted effort for the period represents five percent (5%) of the total amount invoiced for the period (both subcontracted and prime contractor effort), the total available award fee pool for the period shall be reduced five percent, rounded to the nearest dollar.

(End of clause)

NNS-H-1045 ACCOUNTING SYSTEM REVIEW (NOV 2013)

In the event the awardee's accounting system has not been audited previously by the federal Government to determine adequacy for determining costs applicable to a cost-reimbursement contract, an initial Contracting Officer determination of adequacy shall be made based on the Contractor's completion of Standard Form 1408, Preaward Survey of Prospective Contractor Accounting System. After award, the Government will perform an audit/review of the Contractor's accounting system. The audit may be performed by the Defense Contract Audit Agency (DCAA) or an independent auditor at the Government's discretion. If the post award accounting system review results in a determination that the contractor's accounting system is inadequate for determining costs applicable to the contract as required by FAR 16.301-3, the Contracting Officer, at his or her sole discretion, may temporarily withhold a portion or all of the amounts invoiced until such time that the Contracting Officer has determined to his/her full satisfaction that the contractor's accounting system is adequate and that the withheld amounts are allowable, allocable, and reasonable in accordance with the contract terms. The Government may conduct additional periodic audits as necessary throughout contract performance to verify continued adequacy of the accounting system and allowability of costs. Nothing in this clause shall be construed as limiting the remedies available to the Government.

(End of clause)

NNS-H-2006 TRANSITION TO FOLLOW-ON CONTRACT (OCT 2013)

The Contractor recognizes that the work and services covered by this contract are vital to the NNSA mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

That at the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing the successor contractor to interview its employees for possible employment with the successor Contractor, and shall release such employees at the time established by the successor contractor or by NNSA. The Contractor shall cooperate with the successor Contractor and the Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

(End of clause)

NNS-H-2007 WORKPLACE SUBSTANCE ABUSE PROGRAM (OCT 2013)

In accordance with 10 CFR 707 and DEAR clause 970.5223-4, Workplace Substance Abuse Programs at DOE Sites (DEC 2000), the contractor shall provide its program plan to the Contracting Officer Representative for approval.

(End of clause)

NNS-H-2008 CONTRACTOR'S PROGRAM MANAGER (OCT 2013)

The contractor shall designate a Program Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work hereunder. Work requests are relayed to the contract workers via written work requests or directly via communications media (telephone, radio, etc.).

In addition, the Program Manager will be the single point of contact between the contractor and the Contracting Officer's Representative(s) under this contract for matters relating to supervision of contractor staff. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the contractor.

The Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the DOE Contracting Officer's Representative(s) may issue within the terms and conditions of the contract.

(End of clause)

NNS-H-2009 LIMITATION OF FUTURE CONTRACTING (OCT 2013)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in a manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for future contracts on an equal basis with other companies. Streamlined Approach for Environmental Restoration (SAFER) activities being performed under this contract are excluded from any restrictions identified in this clause.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such statements of work are incorporated into an NNSA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing NNSA contract.

(c) The following applies when work is performed under this contract: Unless prior written approval is obtained from the cognizant NNSA Contracting Officer, the Contractor, during the life of the task assignment, or tasking document and for a period of five (5) years after the completion of the task assignment, agrees not to enter into a contract with or to represent any party, other than NNSA, with respect to RCRA regulatory development or enforcement that would impact work to be performed under this contract.

(d) During the performance period of this contract, the Contractor will be ineligible to enter into any contract for remedial planning and/or implementation projects for sites within the assigned geographical area(s) covered by this contract without prior, written approval of the NNSA Contracting Officer.

(e) Unless an individual design for the site has been prepared by a third party, the Contractor will not provide to NNSA as a prime contractor, subcontractor or consultant any remedial environmental services at sites with the assigned geographical area(s) covered by this contract without prior written approval of the NNSA Contracting Officer.

(f) The Contractor and any subcontractors, during the life of the contract, shall be ineligible to enter into an NNSA contract or subcontract under an NNSA contract, which supports NNSA's Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of environmental response action activities, unless authorized by the Contracting Officer.

(End of clause)

NNS-H-2010 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION (OCT 2013)

(a) The Contractor is not authorized to acquire real or personal property at the government's expense under this contract without authorized funding and prior written approval of the Contracting Officer (CO). The Contractor shall furnish to the CO information concerning the need for and selection of any facilities, equipment (including office equipment, furniture, fixtures, vehicles, or other real or personal property items). Requests for authorization shall include any analysis of the most economical method of acquisition.

(b) All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and incumbent contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

(1) The Contractor must perform a joint wall-to-wall physical inventory with the incumbent contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk and sensitive property at the end of transition.

(2) The Contractor must accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records, on an "as-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the contract. Any discrepancies from the existing inventory records shall be reported to the Contracting Officer. As the formal inventories are completed, the Contractor shall assume responsibility for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the incumbent contractor's records will become the inventory baseline for the Contractor.

(End of clause)

NNS-H-2012 TOTAL AVAILABLE FEE, PERFORMANCE - BASED PLAN (OCT 2013)

(a) Total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with the provisions of this clause, is available for payment in accordance with the Performance-Based Fee Plan (PBFP) described in subparagraph (b) of this clause.

(1) The award fee for this contract shall be awarded upon the unilateral determination of the Fee Determination Official that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the Fee Determination Official's evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Performance Based Award Fee Plan of the PBFP.

(2) The incentive fee for this contract shall be awarded upon successful completion of discrete incentives as specified in the PBFP. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Performance Incentive Fee Plan of the PBFP. Performance Incentive Fee available for each period is as set forth in the PBFP.

(3) The Fee Determination Official may determine that all, none, or a portion of the Award Fee and Performance Incentive Fee has been earned in accordance with the PBFP for any evaluation period as his or her sole discretion.

(b) Establishment of the Performance-Based Fee Plan.

(1) Prior to the beginning of each fiscal year (October 1) under this contract, or other appropriate evaluation period as mutually agreed upon, the Contracting Officer and Contractor shall enter into negotiations to establish the content of the PBFP for the year or other appropriate period, including the evaluation areas and individual requirements subject to performance incentives. The PBFP will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation, along with any other performance metrics and objectives agreed upon by the parties. In the event the parties fail to agree on the content in the PBFP at least 30 days prior to the start date of the applicable evaluation period, the Contracting Officer shall determine the contents of PBFP unilaterally at his or her sole discretion and it shall become a binding part of the contract for the applicable evaluation period. A copy of the PBFP shall be provided to the Contractor and shall be included in Section J, Attachment 3 of the contract.

(2) The fee pool will be split between Award Fee and Performance Incentive Fee over the life of the contract as follows.

Evaluation Period	Award Fee	Performance Incentive Fee	Total Available Fee
Base Period	40%	60%	100%
Option Year 1	40%	60%	100%
Option Year 2	40%	60%	100%
Option Year 3	40%	60%	100%
Option Year 4	40%	60%	100%

(End of clause)

NNS-H-2013 KEY PERSONNEL (OCT 2013)

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" are defined as follows:

NAME	TITLE
Dave Taylor	Program Manager

Pat Matthews	Soils Manager
Kenneth Rehfeldt	Underground Test Area Manager
Frank DiSanza	Radioactive Waste Acceptance Program Manager
Dave Taylor	Program Integration Manager

The Key Personnel identified above shall be dedicated full-time to this contract and shall be the only key personnel identified under this contract.

(b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

(End of clause)

NNS-H-2015 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2013)

In addition to any Organizational Conflicts of Interest (OCI) statement or plan that the Contractor may have submitted with its offer, the Contractor shall also submit an OCI Compliance Plan to the Contracting Officer within 90 days after the award date of this Contract. The OCI Compliance Plan shall address the Contractor's approach for adhering to the Section I Clause 952.209-72, entitled, "Organizational Conflicts of Interest - Alternate I" and describes its procedures for aggressively self-identifying and resolving organizational conflicts of interest. The overall purpose of the OCI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The OCI Compliance Plan shall specifically address:

(a) How actual or potential OCI issues will be identified and either mitigated, resolved, or avoided during contract performance to include;

(1) If the Contractor was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of formulating/ revising Resource Conservation and Recovery Act (RCRA) regulations or policies that directly impact the activities that will be conducted under this contract.

(2) If the Contractor was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of providing RCRA oversight support of the activities that will be performed under this contract.

(3) If the Contractor's objectivity in the performance of this contract could potentially be biased in any other way such as providing recommendations or advice to the government through the characterization process which could potentially impact the contractor's financial interests directly or indirectly.

(b) How the Contractor will ensure its work force is aware of and complies with Organizational Conflicts of Interest and OCI Compliance Plan requirements;

(c) How the Contractor will ensure that the activities of the Contractor's Parent Organization(s) and affiliated companies are consistent with its OCI Compliance Plan; and

(d) How the Contractor will protect confidential, proprietary, or sensitive information.

(End of clause)

NNS-H-2016 SOFTWARE RIGHTS (OCT 2013)

(a) If at any time during the performance of this contract, the Contractor believes that the use of Government-furnished computer resources, specifically Government-furnished software, may involve or result in the violation of the Government's license agreement; or that the performance of a requirement or task/delivery would involve the acquisition of licensed software to be delivered to the Government, the Contractor shall notify the Contracting Officer in writing and provide an explanation of the circumstances.

(b) The Contractor is not authorized to violate any licensing agreements, cause the NNSA to violate any licensing agreements, or acquire software which is covered by a licensing agreement on behalf of the Government without prior authorization of the Contracting Officer.

(End of clause)

NNS-H-2018 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS (OCT 2013) (NOV 2013)

(a) The Contractor must obtain any licenses, permits, other approvals or authorizations for conducting pertinent activities at the facility. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for operations under this contract (hereinafter referred to collectively as 'permits'). Except as specifically provided in the section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

(b) The Contractor must submit for DOE's review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.

(c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulator authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.

(d) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for such permits, DOE shall reimburse the contractor for such costs to the extent that they are allowable, allocable, and reasonable in accordance with FAR Part 31 and DEAR Part 931. In the event that such costs are determined by DOE to be excessive or unreasonable, the Contracting Officer shall work with the program office, the regulatory agency and the Contractor to resolve the payment of these costs. Under no circumstances shall the Contractor or its parent companies be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

(e) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept

responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

(End of clause)

NNS-H-2020 HAZARDOUS WASTES MANIFESTS AND LABELS (OCT 2013)

The Contractor shall not identify the DOE/NNSA as the owner or generator of hazardous wastes on waste manifests or container labels or otherwise without written permission by the Contracting Officer, unless expressly and specifically permitted by the contract.

(End of clause)

NNS-H-2021 LAWS, REGULATIONS, DIRECTIVES, AND NNSA POLICY (OCT 2013)

The Contractor shall conduct contract operations and services in accordance with all applicable Federal, State, and local laws and regulations (including DOE regulations), DOE Orders and Directives, and NNSA Policy requirements. In performing work under this contract, the Contractor shall comply with the requirements of those DOE Orders/Directives or NNSA Policy requirements including Nevada Field Office requirements, or parts thereof, identified in Part III, Section J, Attachment 4. The Contracting Officer may, from time to time and at any time, revise the Section J Attachment "List of DOE Applicable Directives" by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising the list, the Contracting Officer shall notify the Contractor in writing of the Government's intent to revise the list and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the list and so advise the Contractor not later than 30 days prior to the effective date of the revision of the list. The Contractor and Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of the list pursuant to the applicable "Changes" clause of this contract.

(End of clause)

NNS-H-2022 STOP-WORK AND SHUTDOWN AUTHORIZATION (OCT 2013)

(a) Imminent Health and Safety Hazard: This is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the Facility Safety Envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) Nuclear Criticality, (2) Radiation Exposure, (3) Fire/Explosion, and/or (4) Toxic Hazardous Chemical Exposure.

(b) Stop Work: In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel over-viewing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public and to protect NNSA facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions as required. Such mitigating action should subsequently be coordinated with the Nevada Field Office (NFO) Site Manager and Contractor management.

(c) Shutdown: In the event of an imminent danger in relation to the Facility Safety Envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel over-viewing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the NFO Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to FAR Clause 52.242-15.

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

(1) Poses an imminent danger to health and safety of workers or public if allowed to continue;

(2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or

(3)Could result in the release of radiological or chemical hazard to the environment in excess of regulatory limits.

(End of clause)

NNS-H-2023 PAYMENT OF FEE (NOV 2013)

Fee under this contract is earned through annual award fee evaluations and the achievement of performance incentive objectives. Payment of each of type of fee is discussed below:

(a) Award Fee: The contractor may invoice for earned award fee only after the end of the evaluation period and upon the Fee Determination Officials (FDO) decision regarding the amount of award fee earned for that period in accordance with the Performance-Based Award Fee Plan in Section J, Attachment 3. Provisional payment of award fee will not be made under this contract.

(b) Performance Incentive Fee: The contractor may invoice for earned performance incentive fee upon the Contractor's successful completion (as determined by the Contracting Officer) of each performance milestone or objective defined in the applicable Performance-Based Incentive Fee Plan in Section J, Attachment 3.

(End of clause)

NNS-H-2024 ANNUAL TASK PLANS (NOV 2013)

(a) All contract performance, including specific project tasks within the scope of this contract, and the associated annual budget shall be identified and scheduled in annual Task Plans (TPs), which shall be issued by the Contracting Officer (CO) in writing. Once the TP is approved, the contractor is obligated to comply with the requirements and budget of the TP.

(b) By August 1st of each contract year, the contractor shall submit to the CO and the Contracting Officer's Representative (COR) a proposed annual TP to cover the following contract year. The proposed TP shall be based on direction from the COR and/or CO and shall include, or be accompanied by, the following information:

(1) A proposed TP performance work statement (PWS);
(2) The applicable work breakdown structure numerical designations and titles;
(3) Reporting levels and/or control account levels;

(4) Proposed milestones, performance metrics, and deliverables
(5) A proposed Primavera P6 Professional schedule for the proposed TP SOW; and
(6) A proposed budget and cost estimate for the proposed TP PWS, including a basis of estimate.

(c) The CO and COR will review the proposed TP and discuss any changes to the proposed TP with the contractor. The Parties will attempt in good faith to agree on a final TP, and once agreed upon, the Contracting Officer will sign the TP. In the event the Parties do not reach agreement prior to the beginning of the next contract year, the CO may issue the TP unilaterally. Once the TP has been approved and issued by the CO, modifications to the TP may be made only in writing by the CO.

(d) If at any time throughout the contract period, the contractor expects to exceed the total estimated ceiling of an approved TP, a request for modification with documentation justifying the increase in ceiling cost shall be submitted by the contractor to the COR and the CO for approval. The modification must be executed by the CO in writing prior to the contractor incurring additional costs.

(e) Performance under TPs is subject to the "Implementation of Limitation of Funds" clause at NNS-B-1001, the Limitation of Funds Clause at 52.232-22, and all other terms, conditions, and other requirements of the contract. Additionally, the requirements of this clause (NNS-H-1031) apply notwithstanding anything to the contrary in NSO O 410.XC or its successor.

(End of clause)

NNS-H-2025 GOVERNMENT FURNISHED PROPERTY (JAN 2014)

In addition to FAR 52.245-1, Government Property, the Contractor shall comply with Department of Energy Acquisition Regulation (DEAR) Subpart 945.5.

(End of clause)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
52.204-2	SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
52.210-1	MARKET RESEARCH (APR 2011)
52.215-2	AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (AUG 2011)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '$0.00' *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.222-3	CONVICT LABOR (JUN 2003)
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995) Para (b), Material Identification No: 'TBD _(complete after award after receiving input from the contractor)'
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-14	RIGHTS IN DATA -- GENERAL (DEC 2007)
52.228-5	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) *Applies to firm-fixed price (CLIN 0007) only.*
52.232-1	PAYMENTS (APR 1984) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.232-11	EXTRAS (APR 1984) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.232-17	INTEREST (OCT 2010)
52.232-22	LIMITATION OF FUNDS (APR 1984) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUL 2013) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.232-25	PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-1	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*

52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-13	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.243-2	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.244-2	SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007) Para (d), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'All consultant agreements and subcontracts greater than or equal to $25,000.' Para (j), the following subcontracts which were evaluated during negotiations: 'Leidos and HydroGeoLogic, Inc.' *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)
52.245-9	USE AND CHARGES (APR 2012)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) *Applies to Firm-Fixed-Price CLIN(s) only.*
52.249-14	EXCUSABLE DELAYS (APR 1984) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.204-75	PUBLIC AFFAIRS (DEC 2000)
952.204-77	COMPUTER SECURITY (AUG 2006)
952.208-70	PRINTING (APR 1984)
952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) - ALTERNATE I (AUG 2009) Para (b)(1)(i), period of restriction 'three (3)'
952.215-70	KEY PERSONNEL (DEC 2000)
952.223-72	RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)

952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.223-76	CONDITIONAL PAYMENT OF FEE OR PROFIT -- SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (AUG 2009)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.227-14	RIGHTS IN DATA -- GENERAL. (DOE COVERAGE) (FEB 1998) - ALTERNATE VII (FEB 1998)
952.231-71	INSURANCE -- LITIGATION AND CLAIMS (JUL 2013) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009) *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-1 DEFINITIONS (DEVIATION) (NOV 2013)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

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

(End of clause)

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not ``impair the employee's ability to act impartially and in the best interest of the Government'' is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed $150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) (TAILORED)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as indentified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contract information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changes from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this sections, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an

authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) (TAILORED)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (TAILORED)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

(End of clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, ``Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.''

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage - Fringe Benefits
Administrative Assistant (GS-7)	Hourly Rate: $16.28 - $21.17 per hour
Computer Analyst I (GS-9)	Hourly Rate: $19.92 - $25.89 per hour
Computer Analyst II (GS-11)	Hourly Rate: $24.10 - $31.32 per hour
Computer Analyst III (GS-12)	Hourly Rate: $28.88 - $37.54 per hour

Word Processor II (GS-4) Hourly Rate: $11.75 - $15.27 per hour

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) Definitions. As used in this clause—

“Toxic chemical” means a chemical or chemical category in listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA

(3) The list of Material Safety Data Sheets required by Section 311 of EPCRA

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of Clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, Administrative Assistant (GS-7) Hourly Rate: $16.28 - $21.17 per hour
Computer Analyst I (GS-9) Hourly Rate: $19.92 - $25.89 per hour
Computer Analyst II (GS-11) Hourly Rate: $24.10 - $31.32 per hour
Computer Analyst III (GS-12) Hourly Rate: $28.88 - $37.54 per hour
Word Processor II (GS-4) Hourly Rate: $11.75 - $15.27 per hour days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

(1) Be submitted in writing;

(2) Contain a certification that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.245-1 GOVERNMENT PROPERTY (APR 2012)

(a) Definitions. As used in this clause-

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

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

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

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

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

"Loss of Government Property" means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

(1) Items that cannot be found after a reasonable search:

(2) Theft:

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Production scrap" means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Property records" means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property." See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Unit acquisition cost" means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property)", are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a

manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the

circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

(vii) Relief of stewardship responsibility and liability. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become know, Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last know location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) Inventory disposal schedules.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional; information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) Corrections. The Plant Clearance Officer may-

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (TAILORED)

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

B. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

952.204-2 SECURITY (OCT 2013)

(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.

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

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

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to 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 maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office.

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.

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

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such

instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

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

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

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

(End of clause)

952.242-70 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)

952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (DEVIATION) (JUN 1996)

(a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

(b) Definitions. The definitions set out in the Act shall apply to this clause.

(c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.

(d)

(1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or $500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(e)

(1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which:

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;

2. Contributory negligence;

3. Assumption of risk; or

4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an

element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

(vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above:

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such

action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

(h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.

(j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

(k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

Effective date

( ) See Note I below for instructions related to this section on Effective Date.

Relationship to general indemnity

( ) See Note I below for instructions related to this section on Relationship to General Indemnity.

(End of clause)

Note I

(a) For contracts with an award date after the effective date of Acquisition Letter 2012-10, August, 16 2012, do not include an effective date provision.

(b) For contracts with an award date before the effective date of Acquisition Letter 2012-10, August, 16 2012:

(i) If the contract contains the Nuclear Hazards Indemnity Agreement clause, dated June 1996 or prior version, replace the clause at DEAR 952.250-70 with this model clause and use the EFFECTIVE DATE title and language, as follows:

"(l) Effective Date. This contract was awarded on or after August 8, 2005 and at contract award contained the clause at DEAR 952.250-70 (JUN 1996) or prior version. That clause has been deleted and replaced with this clause. The Price-Anderson Amendments Act of 2005, described by this clause, control the indemnity for any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for civil penalties for violations of the Atomic Energy Act of 1954 under this contract is described by paragraph (i) of this clause.

(ii) If the contract was awarded prior to August 8, 2005 and contains the Nuclear Hazards Indemnity Agreement clause, dated June 1996 or prior version, add this clause in addition to the clause at 952.250-70 or prior version and use the EFFECTIVE DATE title and language, as follows:

"(1) Effective Date. This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUN 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

(iii) If the contract contains the model clause in AL 2005-15 or its equivalent, no additional changes to the clauses need to be made.

(End of note)

Note II

The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

"( ) To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply."

(End of note)

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	15	13 JAN 2014	PERFORMANCE WORK STATEMENT
ATTACHMENT 2	4	15 SEP 2014	REPORTING REQUIREMENT CHECKLIST
ATTACHMENT 3	TBD		AWARD FEE PLAN
ATTACHMENT 4	2	16 JAN 2014	LIST OF APPLICABLE DOE DIRECTIVES/REGULATIONS
ATTACHMENT 5	10	19 JUN 2013	WAGE DETERMINATION NO. 2005-2331 / REVISION 13
ATTACHMENT 6	7	20 NOV 2013	GOVERNMENT FURNISHED PROPERTY
ATTACHMENT 7	6	12 SEP 2014	ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AVOIDANCE AND MITIGATION PLAN

PERFORMANCE WORK STATEMENT (PWS)
U.S. Department of Energy
National Nuclear Security Administration
Nevada Field Office
Environmental Program Services (EPS) Contract
January 13, 2014

1. Background/Objective

1.1 Background: The U. S. Department of Energy (DOE) National Nuclear Security Administration (NNSA) /Nevada Field Office (NFO) has three primary missions: national security, environmental management, and Nevada National Security Site (NNSS) stewardship. The national security mission supports NNSA Stockpile Stewardship, Emergency Response, and Homeland Security/Non-Proliferation/Counterterrorism (including the National Center for Nuclear Security [NCNS] and Work for Others [WFO]). Defense environmental restoration and waste management comprise the environmental management mission. NNSS stewardship is accomplished through oversight of the NNSS as a unique national asset.

The historic mission of the NNSA/NFO was to conduct testing of nuclear and conventional explosives in conjunction with the research and development of nuclear weapons. Most of the field testing was done at the NNSS and included 828 underground test sites and 100 atmospheric test locations. In addition to radioisotopes associated with the tests, other contaminants included oils, solvents, gasoline, heavy metals such as lead, and unexploded ordnance. At approximately 1,360 square miles, the site is larger than the State of Rhode Island. It is one of the largest restricted access areas in the nation. Historical field testing was also conducted on the Nevada Test and Training Range (NTTR) and the Tonopah Test Range (TTR), adjacent to the NNSS.

In 1989, the DOE Environmental Management (EM) Program was enacted. EM offices were established throughout the country to address the environmental impacts associated with the over 50 years of nuclear weapons production in the United States.

The NFO EM Program encompasses environmental restoration and waste management activities resulting from the historic NFO nuclear testing mission. Support of NFO EM activities includes: program management and public involvement support, site characterization and assessments, field services, remedial action and waste acceptance.

1.2 Place of Performance: The Contractor shall perform environmental characterization and remediation services at designated Corrective Action Sites (CASs) within Corrective Action Units (CAUs) at the NNSS and parts of the NTTR, including TTR. Waste acceptance services will be performed at the NNSS and at waste generator sites.

2. Scope of Work

2.1 Requirement: The EPS scope of work requirements include: program management and public involvement support, site characterization and assessments, field services, remedial action and waste acceptance services. The Contractor shall comply with the requirements of the Federal Facility Agreement and Consent Order (FFACO) (1996; as amended) that was agreed to by the State of Nevada; DOE, EM; U.S. Department of Defense (DOD); and DOE Legacy Management (LM). The Contractor shall provide all personnel, materials, and supplies, required to perform under this contract.

2.2 Requirement Documents: The Contractor shall comply with the documents identified in Section J, Attachment 2. Additionally, services and products shall comply with all applicable federal, state, and local laws, regulations, guidance and policies, which are in effect or become effective after the date of this contract.

3. Specific Requirements

3.1 Regulatory Documents

The Contractor shall prepare draft and/or final documents related to site characterization, assessment and remediation of CAUs and CASs (as appropriate) in accordance with the provisions of the FFACO (1996; as amended).

The Contractor will conduct all activities necessary to ascertain the information for the preparation of the documents listed. All documents must be prepared in accordance with the provisions of the FFACO Standardized Outlines.

The Contractor is responsible for production, reproduction, and distribution of draft and/or final documents for NFO, the Nevada Division of Environmental Protection (NDEP), and contractor review.

The Contractor shall resolve NFO and other reviewer comments via response on document review forms. NDEP comments shall be addressed by the Contractor with responses approved by NFO and a copy of the document review sheet shall be included as an appendix in all final documents for review by NFO and NDEP. Following NDEP approval, the Contractor shall prepare a Portable Document Format (PDF) conversion and submit final documents to the Environmental Management Information System (EMIS), the DOE Office of Scientific and Technical Information (OSTI) and the Public Reading Facilities (PRFs) identified in the FFACO.

3.1.1 Corrective Action Investigation Plan (CAIP)

A CAIP is prepared to describe all of the specific information for planning investigation activities associated with CAUs and CASs. A CAIP may reference information in the optional CAU work plan or other applicable documents. If a CAU work plan is not developed, then the CAIP must include or reference all of the management, technical,

quality assurance, health and safety, public involvement, field sampling, and waste management information needed to conduct the investigations in compliance with established procedures and protocols.

3.1.2 Corrective Action Decision Document (CADD)

A CADD is prepared to describe the corrective action that is selected as the result of investigation activities and the rationale for selection. The rationale consists of an analysis of the possible alternatives and may reflect a decision ranging from no action to clean closure.

The Contractor will develop Corrective Action Alternatives (CAAs) and evaluate those alternatives through an established process. The process will include NFO participation and will result in the selection of a preferred closure strategy.

3.1.3 Corrective Action Plan (CAP):

A CAP is prepared when a CADD requires an action. The Contractor shall summarize the results of the corrective action investigation as presented in the CADD(s) and shall specify the details on the implementation of the correction action proposed for the CAU.

3.1.4 Streamlined Approach For Environmental Restoration Plan (SAFER)

A SAFER plan is prepared if sufficient information exists at a particular CAU to plan corrective actions prior to completion of the investigation. This SAFER plan will contain all the necessary elements usually found in CAIPs, CADDs and CAPs.

The Contractor shall define why the SAFER process is acceptable and appropriate for reaching closure for a CAU and the associated CASs. The Contractor shall provide a summary statement of the proposed corrective action and the closure options. All CASs within the CAU must have a closure scenario established in the document. Provide a statement of the assumptions made for this CAU and each associated CAS to support the identified closure approach.

3.1.5 CADD/CAP

A CADD/CAP is prepared to document the alternatives arising as a result of a corrective action investigation, the rationale for selection of a preferred alternative and the plan for implementing the preferred corrective action alternative. The CADD/CAP uses site knowledge gained through characterization and similar historical corrective actions to provide a plan for corrective action. The CADD/CAP is submitted to fulfill a CADD milestone. However, if approval is granted, this document would also fulfill the CAP milestone, and the CAP milestone would no longer be required.

3.1.6 CADD/Closure Report (CADD/CR)

The CADD/CR is used for CAUs where no further corrective actions are needed following completion of the corrective action investigation. This may include minor corrective actions as agreed to by NDEP. The CADD/CR provides rationale for no further corrective action, and may recommend closure with or without use restrictions (URs) or long-term monitoring. The CADD/CR is submitted to fulfill a CADD milestone. However, if approval is granted, this document would also fulfill the CR milestone, and the CAP milestone would no longer be required.

3.1.7 Closure Report (CR)

A CR document provides an overview of the corrective actions implemented at a CAU, the results of the corrective actions, any deviations from the approved CAP, closure verification information, URs, and monitoring requirements (when applicable).

3.2 Activities

3.2.1 Soils

Note: New National Environmental Policy Act (NEPA) mandated Environmental Assessment (EA) documentation will not be required for soils activities. The remaining uncharacterized Soils CAUs are included in the Environmental Impact Analysis and Record of Decision for the NNSS Environmental Impact Statement (EIS).

Historical nuclear testing activities conducted at the NNSS and NTTR, including TTR, produced radionuclide contamination of near surface soils. The objective of the soils activity is to characterize near surface soil contamination sites and perform corrective actions, where it is cost effective and will yield significant reduction in risk to human health and the environment.

Work scope activities for a Soils CAU(s) are driven by the implementation of the FFACO technical strategy. For Soils CAUs with large areas of contamination, aerial-based surveys have been completed to establish the horizontal extent of contamination. The Contractor shall use appropriate methods to determine the nature and extent of contamination, isotopic ratios, and to characterize potential hot spots.

To facilitate closure, Soils CASs are grouped into CAUs based on the following factors:

- Geographic Location
- Contamination Type
- Investigative Strategy

Soils CAUs are prioritized based on technical complexity, U.S. Air Force agreements, and risk (e.g., land use and proximity to receptors). A preliminary characterization of each site has been performed based on existing data. This data will be used to guide

appropriate investigation and corrective action tasks, as well as to select a corrective action process.

The Contractor will conduct all activities necessary to ascertain the information for the preparation of FFACO documents as specified in the Soils-related milestones and/or activities below. These activities will include but are not limited to:

- Pre-field planning
- Field work (site characterization)
- Analytical work (Corrective Action Alternatives [CAA} Analysis; As-Low-As Reasonably Achievable [ALARA])
- Performance of waste management services to address waste generated in the course of field work

Note: The Soils-related milestones and/or activities listed below reflect currently anticipated tasks. The performance of specific milestones and/or activities shall be approved by the Contracting Officer in individual task plans.

- Complete CR for Double Tracks Plutonium Dispersion CAU
- Complete CR for Clean Slate I Plutonium Dispersion CAU
- Complete CAIP, CADD and CAP for Clean Slate II Plutonium Dispersion CAU
- Complete CAIP and CADD for Clean Slate III Plutonium Dispersion CAU
- Complete CAIP for Project 57 No. 1 Plutonium Dispersion CAU
- Complete CADD, CAP and CR for Small Boy CAU
- Complete CAP and CR for Area 9 Yucca Flat Plutonium Dispersion CAU
- Complete CAP and CR for Smoky Contamination Area CAU
- Complete CADD, CAP and CR for Area 3 Yucca Flat Plutonium Dispersion CAU
- Complete CADD, CAP and CR for Alpha Contaminated Sites
- Conduct annual Soils project support activities
- Conduct annual post closure monitoring activities for closed NNSS Soils sites
- Conduct annual monitoring activities at closed NTTR sites
- Complete annual post closure monitoring report

3.2.2 Underground Test Area (UGTA)

The UGTA activity defines the hydrologic boundaries of NNSS and surrounding area groundwater resources that may be unsafe for domestic or municipal use and performs data analysis and modeling activities. The data analysis and modeling activities allow for informed decisions to ensure risk to public health and the environment posed by impacted groundwater are, and will remain, within protective levels.

Work scope activities for a CAU are driven by the implementation of the FFACO technical strategy. Modeling of CAU(s) is required to determine the location and potential future extent of the contaminant boundary in order to design the corrective action monitoring well network. These activities provide the complete basis for a CADD

for regulatory approval. Corrective action involves the completion of the closure activity recommended in the CADD. Compliance with the closure criteria leads to a CR and notice of completion from NDEP.

All UGTA CAUs have NDEP approved CAIPs in place, but may require Addendums.

3.2.2.1 UGTA Field Activities

3.2.2.1.1 Well Drilling Support

The UGTA well drilling program involves interface with the M&O Contractor related to drilling responsibilities (Operational drilling responsibilities will be maintained by the M&O). During well drilling and completion, the Contractor shall at a minimum:

- Provide on-site technical and scientific support for well design and construction, drilling operations, and geological and geophysical interpretation.
- Comply with work authorization and safety basis requirements in coordination with other contractors in drilling support roles.
- Document and report well-site activities on a 24-hour basis as they relate to drilling, well construction, and technical and science-related operations.
- Provide specific detailed monitoring information for each well to satisfy fluid management requirements. Fluid management monitoring shall include analysis for tritium and lead in make-up water and discharge fluids. An approved Fluid Management Plan (FMP) provides requirements for UGTA discharge activities.
- Develop specific Fluid Management Strategies for each well's discharge activities per the FMP.
- Provide water quality monitoring information for each well to determine the nature and chemistry of the groundwater. Water quality monitoring parameters at a minimum shall consist of pH, conductivity, and temperature. Additional monitoring shall be required on a well-specific basis.
- Monitor and maintain the introduction of groundwater tracers to determine groundwater production during drilling.
- Collect geologic samples (e.g., rock cuttings and/or core) and prepare detailed descriptions.
- Collect, process, and submit fluid management, well discharge, and groundwater samples for on-site field screening and off-site analysis.
- Provide waste management oversight for the appropriate handling of waste and/or hazardous materials.
- Manage investigation-derived waste (IDW) in accordance with plans and procedures. An approved Waste Management Plan (WMP) provides requirements for IDW.
- Obtain water-level measurements from boreholes and constructed wells.

- Document the volumes and nature of drilling fluids used in down hole applications per an FMP.
- Monitor and document the volumes of fluids and solids produced as effluent from drilling operations.
- Collect swipe samples and analyze for tritium using a liquid scintillation instrument, or equivalent, to support "unrestricted release" of material (e.g., samples and equipment).
- Collect and document various drilling parameters.
- Provide environmental and regulatory support for fluid management, analysis, and approval of process material.

3.2.2.1.2 Well Development and Testing

During well development and testing the Contractor shall at a minimum:

- Coordinate with NFO representatives and M&O Contractor.
- Ensure work is performed according to approved plans, procedures and quality control protocols.
- Define the scope of work.
- Designate the necessary resources.
- Serve as the primary point-of-contact for resolution of technical, resource, and scheduling issues.
- Supervise field operations.
- Review work practices, analyze hazards and implement mitigating controls.
- Perform safety inspections ensuring commitment to Integrated Safety Management System (ISMS) principles.
- Assess environmental compliance practices and coordinate waste management activities.
- Perform surveillances on field activities to ensure adherence to plans and procedures.

Note: The UGTA-related milestones and/or activities listed below reflect currently anticipated tasks. The performance of specific milestones and/or activities shall be scheduled by the Contracting Officer in individual task plans.

- Conduct Frenchman Flat CAU model evaluation annual sampling
- Complete Frenchman Flat CAU Closure Report
- Provide support for Frenchman Flat CAU post closure drilling activities (M&O conducts drilling operations)
- Conduct Frenchman Flat CAU post closure well development and testing (WDT)
- Complete Pahute Mesa CAU Phase II WDT analysis, reporting and well sampling and analysis
- Conduct Pahute Mesa CAU multiple well aquifer testing
- Conduct Pahute Mesa CAU annual sampling

- Complete Pahute Mesa CAU Phase II geology analysis, evaluation and reporting
- Complete Pahute Mesa CAU Phase II hydrology analysis, evaluation and reporting
- Complete Pahute Mesa CAU Phase II transport parameter analysis, evaluation and reporting
- Conduct Pahute Mesa CAU Phase II source term analysis, evaluation and reporting
- Conduct Pahute Mesa CAU Phase II flow and transport modeling analysis, evaluation and presentations
- Conduct Yucca Flat CAU annual sampling
- Complete Yucca Flat CAU CADD/CAP
- Provide support for Yucca Flat CAU model evaluation drilling (M&O conducts drilling operations)
- Conduct Yucca Flat CAU WDT operations and reporting
- Complete Yucca Flat CAU multiple well pump test
- Conduct Yucca Flat CAU model evaluation data analysis
- Complete Rainier Mesa CAU Peer Review
- Conduct Rainier Mesa CAU annual sampling
- Complete Rainier Mesa CAU Closure Report
- Conduct annual UGTA project support activities

3.2.3 Industrial Sites

The Industrial Sites scope identified for the contract period is currently limited to long-term monitoring of closed sites and monitoring of D&D sites where closure is planned after the contract period of performance.

Note: The Industrial Sites-related milestones and/or activities listed below reflect currently anticipated tasks. The performance of specific milestones and/or activities shall be scheduled by the Contracting Officer in individual task plans.

- Conduct annual post closure monitoring activities for closed NNSS and NTTR sites
- Complete annual post closure monitoring report
- Conduct annual surveillances of D&D facilities

3.2.4 Radioactive Waste Acceptance Program (RWAP)

The RWAP facilitates the management of radioactive waste in a safe and compliant manner by ensuring the compliance of generator sites with the NNSS Waste Acceptance Criteria (WAC) and maintaining the protection of the public, the workers, and the environment.

Approval to ship waste to the NNSS is granted only after the waste generator demonstrates compliance with the NNSS WAC. The criteria consist of specific

requirements for waste form, radiological and chemical content, packaging, and transportation.

In support of RWAP, the Contractor shall perform the following:

3.2.4.1 Waste Acceptance Coordination

The Contractor will coordinate all RWAP activities between the generators, M&O contractor and NNSA/NFO. Coordination functions include:

- Establishing and maintaining interfaces with waste certification officials at waste generator sites.
- Establishing and implementing a process to share lessons learned amongst the waste generator community.
- Coordinating and participating in an annual waste generator workshop.
- Coordinating monthly conference calls with approved waste generators.
- Coordinating with new waste stream generators.

3.2.4.2 Waste Acceptance Facility Evaluations (FEs)/Verifications

The Contractor will perform and document the results of an estimated 20 annual FEs of low-level waste/mixed low-level waste (LLW/MLLW) generator programs to support compliance with the NNSS WAC requirements.

FEs include audits and surveillances which are conducted to evaluate waste generator programs and compliance with the NNSS WAC. FEs support the program by providing an independent oversight tool to ensure that waste being shipped to the NNSS is in compliance with the NNSS WAC.

Upon discovery of non-compliant conditions, the Contractor will issue Corrective Action Requests and perform subsequent corrective action verification and/or impromptu surveillances. Corrective action verification activities shall include: tracking of open issues; review root cause analyses, Corrective Action Plans, and supporting documents.

In addition, the Contractor will conduct activities necessary to perform and document the results of an estimated ten annual MLLW treatment verifications to ensure compliance with the RCRA Part B Permit. The verifications are performed at the generator facility.

3.2.4.3 Waste Acceptance Review Panel (WARP)

The Contractor will provide technical support to the NNSA/NFO RWAP by administering the activities of the WARP. The WARP is chartered as a technical resource panel of selected subject matter experts (SMEs) who are primarily responsible for reviewing generator waste profiles and supporting documentation.

The WARP is an established forum with representatives from the following:

- NNSA/ NFO
- RWAP Program Manager (EPS Contractor)
- RWAP Coordinator (EPS Contractor)
- M&O Radioactive Waste Management Complex (RWMC) Operations personnel
- M&O Performance Assessment (PA) Representative
- M&O RWMC Nuclear Facility Manager (NFM)
- Other SMEs, as necessary
- NDEP

The WARP supports the NNSS RWAP. The Contractor will coordinate, schedule and facilitate all WARP activities and review meetings, and assign related support tasks to ensure that complete and thorough reviews are performed and documented.

The WARP shall at a minimum:

- Review and recommend approval and/or disapproval of waste profiles
- Initiate development of position papers
- Review generator documents; and provide recommendations on related technical issues to NNSA/NFO.
- Serve as a technical resource to RWAP to provide guidance to NNSA/NFO and the waste generator complex on waste disposal issues
- Review Technical Basis Documents/Position Papers for acceptability
- Provide recommendations to NNSA/NFO concerning waste acceptance with regard to compliant waste disposal

3.2.4.4 Waste Acceptance Support

The Contractor will provide general support for all RWAP activities, including:

- Maintain the NNSS WAC and RWAP procedures (ensuring the NNSS WAC is aligned with the Area 3/5 Documented Safety Analysis, Safety Evaluation Report, the NNSS RCRA Part B Permit, and the Area 5 Disposal Authorization Statement).
- Establish and implement a document control process.
- Provide programmatic technical support/assistance to waste generators.
- Conduct activities necessary to perform an informal, non-documented gap analysis (assistance) for compliance with the NNSS WAC at the generators request.

The Contractor will not provide physical support/assistance to the generators by packing or shipping the generator’s waste.

Note: The RWAP-related milestones and/or activities listed below reflect currently anticipated tasks. The performance of specific milestones and/or activities shall be scheduled by the Contracting Officer in individual task plans.

- Conduct approximately twenty annual waste generator facility evaluations including the development of reports and identification of any noncompliance with the NNSS WAC
- Conduct approximately ten annual MLLW verification activities
- Coordinate and facilitate weekly meetings of the WARP
- Coordinate the NNSS RWAP activities among the DOE generators.
- Perform tracking of open issues; review root cause analyses, Corrective Action Plans and supporting documents supplied by generators in response to Corrective Action Requests (CARs).
- Perform an annual review and prepare update as necessary to the NNSS WAC
- Coordinate and participate in annual waste generator conference.
- Develop and maintain RWAP procedures.
- Provide programmatic technical support/assistance to waste generators as requested (NOT physical packaging or shipping support/assistance at the generator sites)

3.2.5 Program Integration

The Contractor shall perform cross-cutting functions in support of the NNSA/NFO mission. Program integration activities shall include the following: progress tracking and control; Quality Assurance (QA); continuous improvement initiatives; Integrated Safety Management (ISM) implementation; Health and Safety (H&S) services; technical and regulatory support; public involvement; project management initiatives; baseline updates; performance measurement, tracking, and reporting; stewardship initiatives; and DOE/EM and NNSA Headquarters and NFO data calls support.

3.2.5.1 Administrative

The Contractor shall provide administrative support through management, integration, and oversight of administrative activities. These support activities include infrastructure, communications, facilities, vehicles, security management, Nevada Site Specific Advisory Board (NSSAB) miscellaneous expenses/travel, procurement, contract administration, document production, records management, information systems, lessons learned, and strategic planning. The drivers for these activities are the contracts, applicable DOE orders, directives, policies, and project support requirements.

3.2.5.2 Project Planning and Control

The Contractor shall provide Project Planning & Control support through the development of technical components, cost estimates, and schedules for their activities. This also includes providing the required information for the development

of annual task plans, baseline maintenance, and performance measure tracking and reporting in the EMIS and Primavera for the approved contractor work scope. The Contractor shall also provide financial analyst support for: coordination, validation, and confirmation of accounting and project control related data in the STARS financial reporting system, independent review of invoices and account reconciliations, and validation of contract related data for funds management and forecasting.

The Contractor will utilize a Project Control System that is compliant with NNSA/NSO Order 413.XC, "Project Management Principles and Practices" where appropriate. The Contractor's Project Control System shall be Earned Value Management compliant by providing the structure for ensuring applicable conformance to the 32 guidelines found in American National Standards Institute (ANSI) Electronics Industry Alliance (EIA) 748-A-1998.

3.2.5.3 Health and Safety Support

The Contractor shall ensure that processes and appropriate resources are in place to implement DOE contract requirements in the areas of worker safety and health, radiation protection, industrial hygiene, hazard communication, and emergency management. These disciplines ensure that federal and state laws and regulations; DOE orders, standards, and recommendations; and industry standards and best practices are incorporated into the work scope.

3.2.5.4 Quality Assurance Support

The Contractor will provide Quality Assurance Support to ensure that processes and appropriate resources are in place to implement DOE contract requirements in the areas of assessments, suspect/counterfeit items, software quality, vendors/suppliers quality, and training. These disciplines ensure that federal and state laws and regulations; DOE orders, standards, and recommendations; and industry standards and best practices are incorporated into the work scope.

3.2.5.5 Technical & Regulatory Support

The Contractor will provide Technical & Regulatory Support to ensure that processes and appropriate resources are in place to implement DOE contract requirements in the areas of environmental compliance, waste operations, radiological support, analytical sample management, analytical data validation, DOE regulatory compliance, and integrated safety management. These disciplines ensure that federal and state laws and regulations; DOE orders, standards, and recommendations; and industry standards and best practices are incorporated into the work scope. The Contractor shall participate in the DOE Consolidated Audit Program (DOECAP) by using DOECAP audited laboratories. The Contractor shall also provide an auditor to participate on the DOECAP audit team.

3.2.5.6 Environmental Management Integration

The Contractor shall provide direct Environmental Management Integration support for the integration of NNSA/NFO initiatives involving the EMIS/FFACO, public involvement, strategic planning, communication, classification, emergency preparedness/response, and stakeholder information needs including DOE and NNSA Headquarters, NNSA/NFO, DoD, State of Nevada, and others. In addition, the Contractor will prepare draft proposed enhancements to withdrawal and use-restriction language and provide support to NNSA/NFO in the development and coordination of long-term stewardship and institutional control strategies including site-wide NEPA strategies.

Note: The Program Integration-related milestones and/or activities listed below reflect currently anticipated tasks. The performance of specific milestones and/or activities shall be scheduled by the Contracting Officer in individual task plans.

- Provide administrative, project planning/control, health and safety, quality assurance, technical and regulatory and management integration support.
- Provide public outreach and public involvement support.
- Provide support for approximately 10-12 annual meetings of the NSSAB
- Provide support for an annual FFACO meeting.

3.2.6 Yucca Mountain Regulatory Support

The Contractor will support current permit activities, permit maintenance support activities, submit reports to NNSA, reclamation planning, and project support. Work will include site inspections in accordance with permit requirements, including weekly storm-water permit inspections; surveillance of borehole sites; preparation of reports and permit renewal applications as required within permits; and pay environmental permit renewal fees, as authorized by NNSA.

3.3 Memorandum of Agreement (MOA)

Historical data/information will continue to be required from several NNSA organizations in order to accomplish the NFO EM mission (such as Lawrence Livermore National Laboratory, and Los Alamos National Laboratory) in which the Contractor will be required to coordinate MOAs as appropriate. NFO federal staff may assist the contractor in coordinating the required MOAs if needed.

4. Transition Period

In accordance with Section J, Attachment 2, the Contractor shall submit a Transition Plan that describes their process for conducting an orderly transition and minimizing the impacts on continuity of operations. The plan shall include a schedule with defined milestones, milestone risks and the proposed approach to minimize the identified risks.

5. Acronyms

ALARA	As-Low-As Reasonably Achievable
ANSI	American National Standards Institute
CAA	Corrective Action Alternatives
CADD	Corrective Action Decision Document
CAIP	Corrective Action Investigation Plan
CALs	Corrective Action Levels
CAP	Corrective Action Plan
CAR	Corrective Action Request
CAS	Corrective Action Sites
CAUs	Corrective Action Units
CO	Contracting Officer
CR	Closure Report
CPAF	Cost Plus Award Fee
D&D	Decontamination and Decommission
DOD	Department of Defense
DOE	Department of Energy
DOECAP	DOE Consolidated Audit Program
EA	Environmental Assessment
EIA	Electronics Industries Alliance
EIS	Environmental Impact Statement
EM	Environmental Management
EMIS	Environmental Management Information System
EPS	Environmental Program Services
EVMS	Earned Value Management System
FE	Facility Evaluation
FFACO	Federal Facility Agreement & Consent Order
FMP	Fluid Management Plan
GFP	Government Furnished Property
H&S	Health and Safety
IDW	Investigation Derived Waste
ISM	Integrated Safety Management
ISMS	Integrated Safety Management Systems
LLW	Low-Level Waste
LM	Legacy Management
MLLW	Mixed Low-Level Waste
M&O	Management and Operating
MOA	Memorandum of Agreement
NCNS	National Center for Nuclear Security
NDEP	Nevada Division of Environmental Protection
NEPA	National Environmental Policy Act
NFM	Nuclear Facility Manager
NFO	Nevada Field Office
NNSA	National Nuclear Security Administration
NNSS	Nevada National Security Site
NSSAB	Nevada Site Specific Advisory Board

NTTR	Nevada Test & Training Range
OSTI	Office of Scientific & Technical Information
PA	Performance Assessment
PDF	Portable Document Format
PRF	Public Reading Facilities
PWS	Performance Work Statement
QA	Quality Assurance
RWAP	Radiological Waste Acceptance Program
RWMC	Radioactive Waste Management Complex
SAFER	Streamlined Approach for Environmental Restoration
SME	Subject Matter Expert
STARS	Standard Accounting and Reporting System
TTR	Tonopah Test Range
UGTA	Underground Test Area
UR	Use Restrictions
WAC	Waste Acceptance Criteria
WARP	Waste Acceptance Review Panel
WDT	Well Development and Testing
WFO	Work for Others
WMP	Waste Management Plan

U.S. DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION

REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE
Environmental Program Services (EPS)

2. IDENTIFICATION NUMBER
DE-NA0002653

3. PARTICIPANT NAME AND ADDRESS
Navarro Research and Engineering, Inc.
669 Emory Valley Road, Oak Ridge, TN 37830

4. PLANNING AND REPORTING REQUIREMENTS

	Frequency
A. General Management	
☒ Management Plan	O
☒ Contractor Purchasing System Plan	O
☐ Status Report	
☐ Summary Report	
B. Schedule/Labor/Cost	
☒ Milestone Schedule/Plan	A
☐ Labor Plan	
☐ Facilities Capital Cost of Money Factors Comp.	
☐ Contract Facilities Capital and Cost of Money	
☐ Cost Plan	
☒ Cost Management Report	M
☒ Labor Management Report	M
☒ Milestone Schedule/Status	M
☒ Task Plans	A
☒ Cost Performance Reports	A
C. Exception Reports	
☐ Conference Record	
☐ Hot Line Report	
D. Performance Measurement	
☐ Management Control System Description	
☐ WBS Dictionary	
☐ Index	
☐ Element Definition	
☒ Cost Performance Reports	M
☐ Format 1 - WBS	
☐ Format 2 - Function	
☐ Format 3 - Baseline	
Financial Incentives	
☒ Statement of Income and Expense	Y
☒ Balance Sheet	Y
☐ Statement of Changes in Financial Position	

	Frequency
E. Scientific and Technical Information (STI) DOE F 241.1 available at http://www.osti.gov/	
☒ Technical Progress Report (Annual Accomplishment Report)	Y
☐ Draft for Review	
☐ Final for Approval	
☐ Conference Report	
☒ Final Technical Report	A
☒ Draft for Review	A
☒ Final for Approval	A
☐ Software	
Other (Specify):	
F. Other Reports (Not Science and Technical Information, STI)	
☐ Draft for Review	
☐ Final for Approval	
☐ Other	
G. Miscellaneous Other Reports	
Small Disadvantage Subcontracting Plan Reports Available at eSRS website, http://www.esrs.gov/	
☒ ISR Individual Subcontract Report (Formerly SF 294)	S
☒ SSR Summary Subcontracting Report (Formerly SF 295)	Y
Government Property Reports (41 CFR 102-36.295)	
☒ DOE F 4300.3 Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment	S
☒ PIDs Property Information Database Report	A
Work Environment, Health & Safety Plan (10 CFR 851)	
☒ Initial Submission	See Part 6
☒ Updates	A, Y
Other	
☒ Other See Part 6 – Special Instructions	

5. FREQUENCY CODES

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

7. PREPARED BY
Program Manager/COR *(Date)* 9/15/14

8. REVIEWED BY
Mary Henry 09/15/2014
Contracting Officer *(Date)*

6. SPECIAL INSTRUCTIONS (Attachments)

ATTACHMENT
REPORT DISTRIBUTION LIST

Requirements	Frequency	Address Distribution (See Page 3)
Management Plan	Within 15 days after contract award date	A, B
Contractor's Purchasing System Plan	Within 15 days after contract award date	A
Milestone Schedule/Plan	As Required (Includes electronic transmission of Environmental Management financial data to Environmental Monitoring Information System (EMIS) Coordinator)	B, D, G
Milestone Schedule/Status	Monthly	B, D
Labor Management Report	Monthly	A, B
Cost Management Reports (2 separate reports)	1) Monthly: by noon (Eastern Time) on the last business day of the month 2) Monthly (Submitted as part of monthly invoicing through VIPERS.)	1) A, B, and H 2) A, B, and C
Task Plans	Annually	A, B, D, and G
	Draft Task Plans shall be submitted in accordance with the schedule in the approved annual Task Plans	D
	Final Task Plans shall be submitted to the Contracting Officer for approval	A, D
Cost Performance Reports	Monthly: per the reporting calendar identified in EMIS	B and G
Statement of Income Expense	Submit 120 days prior to exercise of Option Year	A
Balance Sheet	Submit 120 days prior to exercise of Option Year	A
Technical Progress Report	Annually	A, B
Final Technical Report	As Required	B, E
ISR Individual Subcontract Report	Semiannually	F
SSR Summary Subcontracting Report	Annually	F
DOE F 4300.3 DOE-Owned Plant and Capital Equipment.	Semiannually: Due on February 28 and August 31 of each year.	A, B, I
PIDS Property Information Database Report	Annually –format/due date information shown on attached Exhibit 1	A, I
Worker Health & Safety Program Plan required by 10 CFR 851	At Proposal - Submit 90 calendar days after proposal due date (2 CD copies)	J
	Annually or as required due to significant changes	A, B
Annual Training Plan	Annually	A, B
Annual Automated Data Processing Equipment (ADPE) Plan	Annually	A, B
Transition Plan	With Proposal	A, B
ISM Program Description	Within 15 days after contract award date and with significant changes	A, B
Quality Assurance Plan as required by DOE O 414.1C	Within 15 days after contract award date and with significant changes	A, B
Radiation Protection Plan	Within 15 days after contract award date and with significant changes	A, B
OCI Compliance Plan	Within 90 days after contract award date and with significant changes	A, B
Security Plan	Within 15 days after contract award date and with significant changes	A, B
Workplace Substance Abuse Program Plan	Within 30 days after contract award and with significant changes	A, B
OSHA Statistical Report	Quarterly	A, B

ADDRESSES

A. NNSA/Nevada Field Office/AMBCM
Attn: Lillian Minor, Contracting Officer
P.O. Box 98518
Las Vegas, NV 89193-8518
Email: Lillian.Minor@nnsa.doe.gov

B. NNSA/Nevada Field Office /AMEM
Attn: Robert Boehlecke, Manager, EM Operations/Contracting Officers Representative (COR)
P.O. Box 98518
Las Vegas NV 89193-8518
Email: Robert.Boehlecke@nnsa.doe.gov

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

D. Task Managers As Defined In Each Task Assignment
NNSA/Nevada Field Office
P.O. Box 98518
Las Vegas NV 89193-8518

E. OSTI E-Link System: www.osti.gov/elink/

F. eSRS: https://esrs.symplicity.com/

G. Environmental Management Information System (EMIS) Coordinator:
http://empcs.nv.doe.gov/emis/default.asp

H. Energy Finance and Accounting Service Center: Costing@hq.doe.gov

I. NNSA Acquisition Management Division/Personal Property Branch
Attn: Property Administrator
P.O. Box 5400
Albuquerque, N. M. 87185-5400

J . DOE/National Nuclear Security Administration
Albuquerque Complex/Contracts and Procurement Division (CPD)
Attn: Krystal Maestas
P.O. Box 5400
Albuquerque, NM 87185

Exhibit 1 – PIDS Property Information Database Report Template

PIDS INFORMATION
(Date)

Name of Reporting Organization: _____

Cost	Line Item(s)	Acquisition	Total Items
1. Sensitive Items			
2. $10K - $499,999:			
3. Equipment ($500K and above)			

**LIST OF APPLICABLE DOE, NNSA AND
NNSA/NEVADA FIELD OFFICE (NFO) DIRECTIVES AND REGULATIONS**

January 16, 2014

DIRECTIVE NUMBER	DATE	SUBJECT/TITLE OF DIRECTIVES	FLOWDOWN TO SUBCONTRACTOR (YES OR NO)
10 CFR 835		Occupational Radiation Protection	Y
10 CFR 850	2/9/2006	Chronic Beryllium Disease Prevention Program	Y
10 CFR 851	11/28/2006	Worker Safety and Health Program	Y
DOE M 435.1-1 Chg. 2	6/8/2011	Radioactive Waste Management Manual	Y
DOE M 460.2-1A	6/4/2008	Radioactive Material Transportation Practices Manual	Y
DOE M 470.4-1 Chg. 2	10/20/2010	Safeguards and Security Program Planning and Management	Y
DOE M 471.3-1, Chg. 1	1/13/2011	Manual for Identifying and Protecting Official Use Only Information	Y
DOE N 206.2	2/19/2013	Identity, Credential and Access Management (ICAM)	N
DOE O 151.C	11/2/2005	Comprehensive Emergency Management System	Y
DOE O 142.3A	10/14/2010	Unclassified Foreign Visits and Assignments Program	Y
DOE O 200.1A	12/23/2008	Information Technology Management	N
DOE O 205.1B Chg. 2	3/11/2013	Department Of Energy Cyber Security Program	N
DOE O 206.1	1/16/2009	Department of Energy Privacy Program	N
DOE O 210.2A	4/8/2011	DOE Corporate Operating Experience Program	Y
DOE O 221.1A	4/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General	Y
DOE O 221.2A	2/25/2008	Cooperation with the Office of Inspector General	N
DOE O 225.1B	3/4/2011	Accident Investigations	Y
DOE O 226.1B	4/25/2011	Implementation of Department of Energy Oversight Policy	Y
DOE O 231.1B Chg. 1	11/28/2012	Environment, Safety and Health Reporting	Y
DOE O 232.2	8/30/2011	Occurrence Reporting and Processing of Operations Information	Y
DOE O 241.1B	12/13/2010	Scientific and Technical Information Management	N
DOE O 243.1B Chg. 1	7/18/2013	Records Management Program	Y
DOE O 350.1 Chg. 4	4/29/2013	Contractor Human Resource Management Programs	N
DOE G 413.3-7A	1/12/2011	Risk Management Guide	N
DOE O 414.1D Chg. 1	5/8/2013	Quality Assurance	Y
DOE O 415.1 Chg. 1	1/16/2013	Information Technology Project Management	Y
DOE O 435.1 Chg. 1	8/28/2001	Radioactive Waste Management	Y
DOE O 442.1A	6/6/2001	Department of Energy Employee Concerns Program	Y
DOE O 442.2	7/29/2011	Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health Technical Concerns	Y
DOE O 452.8	7/21/2011	Control of Nuclear Weapon Data	Y
DOE O 458.1 Chg. 3	1/15/2013	Radiation Protection of the Public and the Environment	Y

**LIST OF APPLICABLE DOE, NNSA AND
NNSA/NEVADA FIELD OFFICE (NFO) DIRECTIVES AND REGULATIONS**

January 16, 2014

DIRECTIVE NUMBER	DATE	SUBJECT/TITLE OF DIRECTIVES	FLOWDOWN TO SUBCONTRACTOR (YES OR NO)
DOE O 460.1C	5/14/2010	Packaging and Transportation Safety	Y
DOE O 460.2A	12/22/2004	Departmental Materials Transportation and Packaging Management	Y
DOE O 471.1B	3/1/2010	Identification and Protection of Unclassified Controlled Nuclear Information	N
DOE O 471.3 Chg. 1	1/13/2011	Identifying and Protecting Official Use Only Information	Y
DOE O 472.2 Chg. 1	10/8/2013	Personnel Security	Y
DOE O 475.2A	2/1/2011	Identifying Classified Information	Y
DOE O 534.1B	1/6/2003	Accounting	N
DOE O 551.1D	4/2/2012	Official Foreign Travel	N
NA-1 SD 226.1A	10/17/2008	NNSA Line Oversight and Contractor Assurance System Supplemental Directive	N
NNSA Policy Ltr NAP-14.1D	12/14/2012	Baseline Cyber Security Requirements	N
NNSA Policy Ltr NAP-14.3B	5/2/2008	Transmission of Restricted Data Over Secret Protocol Router Network (SPIRNet)	N
NNSA Policy Ltr NAP-70.2 Chg. 1	7/20/2011	Physical Protection	Y
NNSA Policy Ltr NAP-70.4 Chg. 1	7/20/2011	Information Security	Y
NFO 410.X1	10/9/2013	Nevada National Security Site and North Las Vegas Facilities General Use and Operations Requirements	Y
NSO O 410.XC	8/11/2011	Task Plan and Change Control Process	N
NSO O 412.X1F	7/9/2012	Real Estate Operations Permit	Y
NSO O 413.XC	12/7/2011	Project Management Principles and Practices	Y
NSO O 470.X4	2/9/2009	Incidents of Security Concern	Y
	5/10/1996	Federal Facility Agreement and Consent Order (FFACO – May 10, 1996, and subsequent revisions	Y
		RCRA Part B Permit	Y
DOE-STD-1212-2012	6/1/2012	Explosives Safety	Y

O = Order M = Manual G = Guide P = Policy NSO = Nevada Site Office NFO = Nevada Field Office

Attachment 5

WD 05-2331 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2331
Revision No.: 13
Date Of Revision: 06/19/2013

States: Arizona, Nevada

Area: Arizona County of Mohave
Nevada Counties of Clark, Esmeralda, Lincoln, Nye

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.49
01012 - Accounting Clerk II		16.26
01013 - Accounting Clerk III		18.19
01020 - Administrative Assistant		21.20
01040 - Court Reporter		19.97
01051 - Data Entry Operator I		12.72
01052 - Data Entry Operator II		15.23
01060 - Dispatcher, Motor Vehicle		15.24
01070 - Document Preparation Clerk		12.73
01090 - Duplicating Machine Operator		12.73
01111 - General Clerk I		12.93
01112 - General Clerk II		14.11
01113 - General Clerk III		15.83
01120 - Housing Referral Assistant		20.62
01141 - Messenger Courier		11.48
01191 - Order Clerk I		12.53
01192 - Order Clerk II		13.86
01261 - Personnel Assistant (Employment) I		16.36
01262 - Personnel Assistant (Employment) II		18.30
01263 - Personnel Assistant (Employment) III		20.41
01270 - Production Control Clerk		19.21
01280 - Receptionist		12.42
01290 - Rental Clerk		12.93
01300 - Scheduler, Maintenance		16.53
01311 - Secretary I		16.53
01312 - Secretary II		18.49
01313 - Secretary III		20.62
01320 - Service Order Dispatcher		14.55
01410 - Supply Technician		21.70
01420 - Survey Worker		15.69
01531 - Travel Clerk I		13.26
01532 - Travel Clerk II		14.08
01533 - Travel Clerk III		15.10
01611 - Word Processor I		14.01
01612 - Word Processor II		15.72
01613 - Word Processor III		17.59
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.16
05010 - Automotive Electrician		19.42
05040 - Automotive Glass Installer		18.81

05070 - Automotive Worker	18.81
05110 - Mobile Equipment Servicer	17.19
05130 - Motor Equipment Metal Mechanic	20.23
05160 - Motor Equipment Metal Worker	18.81
05190 - Motor Vehicle Mechanic	19.73
05220 - Motor Vehicle Mechanic Helper	16.39
05250 - Motor Vehicle Upholstery Worker	18.01
05280 - Motor Vehicle Wrecker	18.81
05310 - Painter, Automotive	19.42
05340 - Radiator Repair Specialist	18.81
05370 - Tire Repairer	15.78
05400 - Transmission Repair Specialist	20.23
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.83
07041 - Cook I	13.62
07042 - Cook II	15.12
07070 - Dishwasher	10.94
07130 - Food Service Worker	11.99
07210 - Meat Cutter	16.52
07260 - Waiter/Waitress	10.74
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	15.34
09080 - Furniture Refinisher	17.07
09090 - Furniture Refinisher Helper	16.15
09110 - Furniture Repairer, Minor	17.74
09130 - Upholsterer	20.46
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.24
11060 - Elevator Operator	10.24
11090 - Gardener	14.77
11122 - Housekeeping Aide	12.62
11150 - Janitor	12.59
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	12.68
11260 - Pruner	11.69
11270 - Tractor Operator	13.67
11330 - Trail Maintenance Worker	12.59
11360 - Window Cleaner	13.56
12000 - Health Occupations	
12010 - Ambulance Driver	19.15
12011 - Breath Alcohol Technician	19.15
12012 - Certified Occupational Therapist Assistant	24.02
12015 - Certified Physical Therapist Assistant	25.40
12020 - Dental Assistant	16.51
12025 - Dental Hygienist	34.83
12030 - EKG Technician	23.40
12035 - Electroneurodiagnostic Technologist	23.40
12040 - Emergency Medical Technician	19.15
12071 - Licensed Practical Nurse I	17.99
12072 - Licensed Practical Nurse II	20.13
12073 - Licensed Practical Nurse III	22.45
12100 - Medical Assistant	15.59
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.87
12190 - Medical Record Technician	17.75
12195 - Medical Transcriptionist	17.03
12210 - Nuclear Medicine Technologist	38.94
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21

Attachment 5

12224 - Nursing Assistant IV		14.83
12235 - Optical Dispenser		22.54
12236 - Optical Technician		12.88
12250 - Pharmacy Technician		16.46
12280 - Phlebotomist		15.93
12305 - Radiologic Technologist		31.88
12311 - Registered Nurse I		28.00
12312 - Registered Nurse II		34.26
12313 - Registered Nurse II, Specialist		34.26
12314 - Registered Nurse III		41.45
12315 - Registered Nurse III, Anesthetist		41.45
12316 - Registered Nurse IV		49.67
12317 - Scheduler (Drug and Alcohol Testing)		24.95
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		22.20
13012 - Exhibits Specialist II		27.51
13013 - Exhibits Specialist III		29.18
13041 - Illustrator I		20.20
13042 - Illustrator II		25.05
13043 - Illustrator III		27.64
13047 - Librarian		30.46
13050 - Library Aide/Clerk		15.52
13054 - Library Information Technology Systems Administrator		27.51
13058 - Library Technician		18.72
13061 - Media Specialist I		19.85
13062 - Media Specialist II		22.20
13063 - Media Specialist III		24.76
13071 - Photographer I		15.64
13072 - Photographer II		17.49
13073 - Photographer III		21.68
13074 - Photographer IV		26.51
13075 - Photographer V		32.08
13110 - Video Teleconference Technician		25.69
14000 - Information Technology Occupations		
14041 - Computer Operator I		17.25
14042 - Computer Operator II		19.48
14043 - Computer Operator III		21.51
14044 - Computer Operator IV		23.91
14045 - Computer Operator V		26.47
14071 - Computer Programmer I	(see 1)	24.59
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.25
14160 - Personal Computer Support Technician		23.91
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.50
15020 - Aircrew Training Devices Instructor (Rated)		35.69
15030 - Air Crew Training Devices Instructor (Pilot)		41.62
15050 - Computer Based Training Specialist / Instructor		29.50
15060 - Educational Technologist		28.49
15070 - Flight Instructor (Pilot)		41.62
15080 - Graphic Artist		23.97
15090 - Technical Instructor		19.87
15095 - Technical Instructor/Course Developer		24.31
15110 - Test Proctor		16.04
15120 - Tutor		16.04

Attachment 5

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.45
16030 - Counter Attendant	11.45
16040 - Dry Cleaner	14.81
16070 - Finisher, Flatwork, Machine	11.45
16090 - Presser, Hand	11.45
16110 - Presser, Machine, Drycleaning	11.45
16130 - Presser, Machine, Shirts	11.45
16160 - Presser, Machine, Wearing Apparel, Laundry	11.45
16190 - Sewing Machine Operator	15.93
16220 - Tailor	17.05
16250 - Washer, Machine	12.56
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.34
19040 - Tool And Die Maker	24.66
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.30
21030 - Material Coordinator	19.21
21040 - Material Expediter	19.21
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.11
21080 - Production Line Worker (Food Processing)	15.30
21110 - Shipping Packer	15.06
21130 - Shipping/Receiving Clerk	15.06
21140 - Store Worker I	15.61
21150 - Stock Clerk	19.49
21210 - Tools And Parts Attendant	15.30
21410 - Warehouse Specialist	15.30
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.33
23021 - Aircraft Mechanic I	27.07
23022 - Aircraft Mechanic II	28.33
23023 - Aircraft Mechanic III	29.37
23040 - Aircraft Mechanic Helper	21.93
23050 - Aircraft, Painter	26.48
23060 - Aircraft Servicer	24.10
23080 - Aircraft Worker	25.17
23110 - Appliance Mechanic	24.30
23120 - Bicycle Repairer	15.78
23125 - Cable Splicer	29.84
23130 - Carpenter, Maintenance	23.90
23140 - Carpet Layer	21.37
23160 - Electrician, Maintenance	27.33
23181 - Electronics Technician Maintenance I	22.03
23182 - Electronics Technician Maintenance II	28.30
23183 - Electronics Technician Maintenance III	29.71
23260 - Fabric Worker	21.14
23290 - Fire Alarm System Mechanic	22.50
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	23.31
23312 - Fuel Distribution System Operator	19.76
23370 - General Maintenance Worker	20.17
23380 - Ground Support Equipment Mechanic	27.07
23381 - Ground Support Equipment Servicer	24.10
23382 - Ground Support Equipment Worker	25.17
23391 - Gunsmith I	20.03
23392 - Gunsmith II	22.24
23393 - Gunsmith III	24.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.30
23411 - Heating, Ventilation And Air Contditioning	22.29

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	24.09
23440 - Heavy Equipment Operator	26.66
23460 - Instrument Mechanic	25.29
23465 - Laboratory/Shelter Mechanic	23.44
23470 - Laborer	12.80
23510 - Locksmith	19.47
23530 - Machinery Maintenance Mechanic	29.74
23550 - Machinist, Maintenance	20.67
23580 - Maintenance Trades Helper	20.86
23591 - Metrology Technician I	25.29
23592 - Metrology Technician II	26.47
23593 - Metrology Technician III	27.44
23640 - Millwright	23.20
23710 - Office Appliance Repairer	20.43
23760 - Painter, Maintenance	22.10
23790 - Pipefitter, Maintenance	26.83
23810 - Plumber, Maintenance	26.03
23820 - Pneudraulic Systems Mechanic	24.75
23850 - Rigger	28.15
23870 - Scale Mechanic	22.24
23890 - Sheet-Metal Worker, Maintenance	28.32
23910 - Small Engine Mechanic	17.87
23931 - Telecommunications Mechanic I	22.23
23932 - Telecommunications Mechanic II	25.08
23950 - Telephone Lineman	22.85
23960 - Welder, Combination, Maintenance	20.67
23965 - Well Driller	25.40
23970 - Woodcraft Worker	24.75
23980 - Woodworker	16.81
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.74
24580 - Child Care Center Clerk	17.75
24610 - Chore Aide	11.04
24620 - Family Readiness And Support Services Coordinator	14.97
24630 - Homemaker	19.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.14
25040 - Sewage Plant Operator	30.12
25070 - Stationary Engineer	28.14
25190 - Ventilation Equipment Tender	22.77
25210 - Water Treatment Plant Operator	30.12
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.53
27007 - Baggage Inspector	12.46
27008 - Corrections Officer	28.25
27010 - Court Security Officer	28.63
27030 - Detection Dog Handler	20.45
27040 - Detention Officer	28.25
27070 - Firefighter	26.62
27101 - Guard I	12.46
27102 - Guard II	20.45
27131 - Police Officer I	28.20
27132 - Police Officer II	31.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.87
28042 - Carnival Equipment Repairer	12.49
28043 - Carnival Equpment Worker	10.24
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.52

28350 - Park Attendant (Aide)		17.23
28510 - Recreation Aide/Health Facility Attendant		12.57
28515 - Recreation Specialist		16.48
28630 - Sports Official		13.72
28690 - Swimming Pool Operator		20.30
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		29.18
29020 - Hatch Tender		29.18
29030 - Line Handler		29.21
29041 - Stevedore I		28.02
29042 - Stevedore II		33.40
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		18.05
30022 - Archeological Technician II		20.17
30023 - Archeological Technician III		26.16
30030 - Cartographic Technician		28.17
30040 - Civil Engineering Technician		25.49
30061 - Drafter/CAD Operator I		20.33
30062 - Drafter/CAD Operator II		22.74
30063 - Drafter/CAD Operator III		25.36
30064 - Drafter/CAD Operator IV		30.87
30081 - Engineering Technician I		16.94
30082 - Engineering Technician II		19.03
30083 - Engineering Technician III		23.33
30084 - Engineering Technician IV		26.37
30085 - Engineering Technician V		32.26
30086 - Engineering Technician VI		39.04
30090 - Environmental Technician		24.02
30210 - Laboratory Technician		23.26
30240 - Mathematical Technician		28.17
30361 - Paralegal/Legal Assistant I		18.47
30362 - Paralegal/Legal Assistant II		22.89
30363 - Paralegal/Legal Assistant III		28.00
30364 - Paralegal/Legal Assistant IV		33.87
30390 - Photo-Optics Technician		28.17
30461 - Technical Writer I		22.46
30462 - Technical Writer II		27.49
30463 - Technical Writer III		32.96
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.36
30621 - Weather Observer, Senior	(see 2)	27.49
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		13.60
31030 - Bus Driver		17.32
31043 - Driver Courier		15.16
31260 - Parking and Lot Attendant		11.11
31290 - Shuttle Bus Driver		16.04
31310 - Taxi Driver		13.55
31361 - Truckdriver, Light		16.04
31362 - Truckdriver, Medium		16.92
31363 - Truckdriver, Heavy		20.72
31364 - Truckdriver, Tractor-Trailer		20.72
99000 - Miscellaneous Occupations		

99030 - Cashier	10.29
99050 - Desk Clerk	13.86
99095 - Embalmer	30.13
99251 - Laboratory Animal Caretaker I	11.36
99252 - Laboratory Animal Caretaker II	12.50
99310 - Mortician	30.13
99410 - Pest Controller	16.64
99510 - Photofinishing Worker	16.36
99710 - Recycling Laborer	18.30
99711 - Recycling Specialist	20.76
99730 - Refuse Collector	16.90
99810 - Sales Clerk	12.06
99820 - School Crossing Guard	13.75
99830 - Survey Party Chief	31.79
99831 - Surveying Aide	18.08
99832 - Surveying Technician	24.80
99840 - Vending Machine Attendant	14.51
99841 - Vending Machine Repairer	19.29
99842 - Vending Machine Repairer Helper	16.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.81 per hour or $152.40 per week or $660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

GOVERNMENT EQUIPMENT PROPERTY LIST - FY 2013

Description	Number
AUDIO/VIDEO - WIRELESS MICROPHONE SYSTEM	2
AUDIO/VIDEO EQUIPMENT - AUDIO RECEIVER	1
AUDIO/VIDEO EQUIPMENT - CAMERA	1
AUDIO/VIDEO EQUIPMENT - CAMERA - DIGITAL	16
AUDIO/VIDEO EQUIPMENT - CAMERA - LENS	1
AUDIO/VIDEO EQUIPMENT - DIGITAL FRAME	4
AUDIO/VIDEO EQUIPMENT - DIGITAL HANDYCAM (VIDEO RECORDER)	1
AUDIO/VIDEO EQUIPMENT - DIGITAL VOICE RECORDER	1
AUDIO/VIDEO EQUIPMENT - DVD/VCR DUAL COMBO PLAYER	1
AUDIO/VIDEO EQUIPMENT - MICROCASSETTE RECORDER	3
AUDIO/VIDEO EQUIPMENT - MICROPHONE	1
AUDIO/VIDEO EQUIPMENT - MINICASSETTE RECORDER	1
AUDIO/VIDEO EQUIPMENT - PROJECTOR	11
AUDIO/VIDEO EQUIPMENT - TELEVISION - 32" w/DVD	1
AUDIO/VIDEO EQUIPMENT - TELEVISION - VCR	1
AUDIO/VIDEO EQUIPMENT - TELEVISION - VCR - DVD	1
AUDIO/VIDEO EQUIPMENT - VCR VIDEO PLAY/RECORD	1
AUDIO/VIDEO EQUIPMENT - VHS CAMCORDER	1
AUIDO/VIDEO EQUIPMENT - CAMERA - DIGITAL	3
CIOMPUTER - UNIFIED REMOTE ACCESS GATEWAY APPLIANE	1
COMPUTER - 36-BIT COLOR SCANNER	1
COMPUTER - ACCESSORY - UPS SYSTEM	8
COMPUTER - BAR CODE READER	2
COMPUTER - BAR CODE SCANNER	4
COMPUTER - BeBOOK	1
COMPUTER - BERNOULLI EXTERNAL DRIVE	1
COMPUTER - CD DUPLICATOR	2
COMPUTER - CR10KD KEYBOARD	1
COMPUTER - DOCUMENT FEEDER - AUTOMATIC	1
COMPUTER - DVD DUPLICATOR/COPIER	1
COMPUTER - EXTERNAL CD/DVD BURNER	2
COMPUTER - EXTERNAL DVD DRIVE	2
COMPUTER - EXTERNAL HARD DRIVE	26
COMPUTER - EXTERNAL TAPE DRIVE	1
COMPUTER - FAX/PRINTER	1
COMPUTER - FIBER CHANNEL SWITCH	1
COMPUTER - FLUKE	1
COMPUTER - HAND HELD SCANNER	2
COMPUTER - KIOSK	2
COMPUTER - KVM SWITCH	1
COMPUTER - LAN STATION	1
COMPUTER - LAPTOP	61
COMPUTER - MODEM	8

Description	Number
COMPUTER - MONITOR	1
COMPUTER - MONITOR - 14"	1
COMPUTER - MONITOR - 17"	15
COMPUTER - MONITOR - 19"	62
COMPUTER - MONITOR - 20"	3
COMPUTER - MONITOR - 20.1"	7
COMPUTER - MONITOR - 21"	6
COMPUTER - MONITOR - 21.3" LCD	1
COMPUTER - MONITOR - 22"	142
COMPUTER - MONITOR - 24"	6
COMPUTER - MONITOR - 27"	2
COMPUTER - NETWORK FIREWALL	3
COMPUTER - NETWORK ROUTER	1
COMPUTER - NETWORK SECURITY APPLIANCE	2
COMPUTER - NETWORK SWITCH	13
COMPUTER - PRINTER	54
COMPUTER - PRINTER - COLOR	3
COMPUTER - PRINTER - DOT MATRIX	2
COMPUTER - PRINTER - INPUT TRAY	1
COMPUTER - PRINTER - PLOTTER	4
COMPUTER - PRINTER/SCANNER/COPIER	1
COMPUTER - PRINTER/SCANNER/COPIER/FAX	7
COMPUTER - RSA SECURID HARDWARE APPLIANCE	2
COMPUTER - SATA STORAGE SYSTEM	1
COMPUTER - SCALABLE LIBRARY	1
COMPUTER - SCANJET 5590 - SCANNER	3
COMPUTER - SCANNER	18
COMPUTER - SCIENTIFIC CALCULATOR	8
COMPUTER - SERVER	107
COMPUTER - SERVER CABINET	9
COMPUTER - SWITCH	13
COMPUTER - SWITCH/MONITOR (KVM)	2
COMPUTER - SYSTEM	164
COMPUTER - SYSTEM - MINITOWER	31
COMPUTER - TAPE LIBRARY/AUTOLOADER	2
EQUIPMENT - AED CARRYING CASE	3
EQUIPMENT - AED TRAINING SYSTEM	3
EQUIPMENT - AIR COMPRESSOR	3
EQUIPMENT - AIR FLOW CALIBRATOR	5
EQUIPMENT - AIR KNIFE-(2PC)-ASS TO 1	2
EQUIPMENT - AIR MONITOR	2
EQUIPMENT - ALPHA ANALYZER AP-2	1
EQUIPMENT - ALPHA/BETA RATEMETER	2
EQUIPMENT - BALANCE	1
EQUIPMENT - BAROID FILTER PRESS	3
EQUIPMENT - BATTERY	1

Description	Number
EQUIPMENT - BATTERY CHARGER	1
EQUIPMENT - BETA/GAMMA SCINTILLATOR	1
EQUIPMENT - BINOCULARS	2
EQUIPMENT - CALIBRATOR	7
EQUIPMENT - CAMERA - DIGITAL	2
EQUIPMENT - CARRIER - SHIELD/802-47418	1
EQUIPMENT - CARRYING CASE - WIRELESS WHEEL LOAD SYSTEM	1
EQUIPMENT - CHARGER	2
EQUIPMENT - COMBIHAMMER	1
EQUIPMENT - COUNTER TOP ENCLOSURE	1
EQUIPMENT - CPR TORSO	10
EQUIPMENT - CRIOKO KEYPAD	1
EQUIPMENT - DATALOGGER	38
EQUIPMENT - DATALOGGER CASE	2
EQUIPMENT - DATALOGGER CELL PACK	4
EQUIPMENT - DATALOGGER INTERFACE	16
EQUIPMENT - DEFIBRILLATOR	4
EQUIPMENT - DEPTH DISCRETE BAILER	1
EQUIPMENT - DETECTOR - FLAME IONIZATION	4
EQUIPMENT - DIAMOND CORE RIG & STAND KIT	1
EQUIPMENT - DISPLAY UNIT	1
EQUIPMENT - DOSEBADGE SYSTEM	1
EQUIPMENT - DRILL PRESS	1
EQUIPMENT - EASY TO VACUUM W/AIR KNIFE	1
EQUIPMENT - ELECTRIC PAINT SHAKER	2
EQUIPMENT - E-TAPE	4
EQUIPMENT - E-TAPE	1
EQUIPMENT - EXPLOSIVITY/OXYGEN METER	2
EQUIPMENT - FAN	1
EQUIPMENT - FAN FILTER HOUSING	1
EQUIPMENT - FIXED SATELLITE PHONE	3
EQUIPMENT - FLOW IMPELLER	3
EQUIPMENT - FLOW IMPELLER	2
EQUIPMENT - GAMMA DRIVE OVER SURVEY EQUIPMENT	1
EQUIPMENT - GENERATOR	11
EQUIPMENT - GEOPHYSICAL - METER - CONDUCTIVITY	1
EQUIPMENT - GEOPUMP	1
EQUIPMENT - GEOPUMP 2	3
EQUIPMENT - GEOPUMP-AC/OC	2
EQUIPMENT - GPS SYSTEM	10
EQUIPMENT - GRAVITY FED EYEWASH	1
EQUIPMENT - GROUNDWATER FLOW MODEL	1
EQUIPMENT - HAND HELD GAMMA DETECTOR	2
EQUIPMENT - HANDHELD COMPUTER - WIRELESS WHEEL LOAD SYSTEM	1
EQUIPMENT - HEAT STRESS MONITOR	5
EQUIPMENT - HOIST - PORTABLE	1

Description	Number
EQUIPMENT - HOMOGENIZER	1
EQUIPMENT - HPGI	1
EQUIPMENT - HPLC - AUTO SAMPLER	3
EQUIPMENT - HPLC - DEGAS	1
EQUIPMENT - HPLC - DUAL WAVELENGTH DETECTOR	1
EQUIPMENT - HPLC - QUATERNARY GRADIENT PUMP	1
EQUIPMENT - HYDRAULIC PALLET TRUCK	2
EQUIPMENT - ILLUMINATOR	1
EQUIPMENT - INSTRUMENT CART	1
EQUIPMENT - KEYPAD	4
EQUIPMENT - KIOSK TRAVEL CASE	1
EQUIPMENT - KWIK KLAMP 1	1
EQUIPMENT - KWIK KLAMP 2	1
EQUIPMENT - LIQUID SCINTILLATION COUNTER	1
EQUIPMENT - LOCATOR - ACTIVE LINE	1
EQUIPMENT - LOCATOR, MAGNETIC	2
EQUIPMENT - MAGNETIC FLOW TRANSMITTER	8
EQUIPMENT - MAGNETIC FLOW TUBE - 1 1/2 "	2
EQUIPMENT - MAGNETIC FLOW TUBE - 1"	2
EQUIPMENT - MAGNETIC FLOW TUBE - 2"	2
EQUIPMENT - MAGNETIC FLOW TUBE - 4"	2
EQUIPMENT - MATRIX GEOPHYSICAL LOGGING SYSTEM	1
EQUIPMENT - METAL DETECTOR	1
EQUIPMENT - METAL DETECTOR - GEOPHYSICAL	1
EQUIPMENT - METER - ALTIMETER	1
EQUIPMENT - METER - BAROMETER	24
EQUIPMENT - METER - COLORIMETER	4
EQUIPMENT - METER - DIGITAL CLAMP ON	1
EQUIPMENT - METER - DIGITAL LIGHT	1
EQUIPMENT - METER - DIGITAL LIGHT	1
EQUIPMENT - METER - DIGITAL MULTIMETER 3 1/2 DIGIT	2
EQUIPMENT - METER - FLOWMETER	3
EQUIPMENT - METER - PH-ION	4
EQUIPMENT - METER - PORTABLE SURVEY	2
EQUIPMENT - METER - SOUND LEVEL	5
EQUIPMENT - METER - WATER LEVEL	6
EQUIPMENT - METER - WATER QUALITY	2
EQUIPMENT - MICROSCOPE	1
EQUIPMENT - MINIFLEXIPROBE COLOR CAMERA	1
EQUIPMENT - MODEM - PHONE	1
EQUIPMENT - MULTIQUIP 15KW GENERATOR	1
EQUIPMENT - NAI GAMMA SCINTILLATOR	1
EQUIPMENT - OD DUAL PULSE PRESSURE TEMP. TOOL	1
EQUIPMENT - PERSONAL DATA RAM	2
EQUIPMENT - PIPELINE VIDEO SURVEY EQI	1
EQUIPMENT - PLATFORM SCALE	2

Description	Number
EQUIPMENT - PORTABLE LEVEL-VELOCITY LOGGER	1
EQUIPMENT - PORTABLE SCALER/RATEMETER	7
EQUIPMENT - PORTABLE SPECTROSCOPY WORKSTATION	2
EQUIPMENT - POWER REEL	2
EQUIPMENT - PRESSURE TRANSMITTER	11
EQUIPMENT - PRESSURE WASHER	1
EQUIPMENT - PUMP - AIR SAMPLE	18
EQUIPMENT - PUMP - GASOLINE DRUM TYPE	1
EQUIPMENT - PUMP - HAND PUMP W/GAUGE	1
EQUIPMENT - PUMP - TRASH	5
EQUIPMENT - PUMP - UTILITY	1
EQUIPMENT - PUMP - VACUUM	1
EQUIPMENT - RADIO	1
EQUIPMENT - RADIO	6
EQUIPMENT - RUGGEDIZED FIDLER	4
EQUIPMENT - SCALE	3
EQUIPMENT - SCALE #1 - WIRELESS WHEEL LOAD SYSTEM	4
EQUIPMENT - SHALLOW MOLECULAR BATH	1
EQUIPMENT - SOLAR PANEL	5
EQUIPMENT - STEEL PLATFORM TRUCK	1
EQUIPMENT - STORAGE MODULE	4
EQUIPMENT - TACHOMETER	2
EQUIPMENT - TEMPERATURE PROBE	1
EQUIPMENT - TEMPERATURE RECORDER	7
EQUIPMENT - TENNELEC SYSTEM	1
EQUIPMENT - THERMOSAFE DRY ICE CHEST	1
EQUIPMENT - TOOL - BOSCH ROTARY HAMMER	1
EQUIPMENT - TOOL - CORE RIG	1
EQUIPMENT - TOOL - DRILL	1
EQUIPMENT - TOOL - SAW - CUT OFF	1
EQUIPMENT - TOOL - TOOL SET	2
EQUIPMENT - TOOL - TORQUE WRENCH	3
EQUIPMENT - TOOL BOX	4
EQUIPMENT - TRAILER	9
EQUIPMENT - TRAILER - FOR DCA GENERATOR	1
EQUIPMENT - TRAILER - MOBILE LABORATORY	1
EQUIPMENT - TRAILER - UTILITY	10
EQUIPMENT - TRANSDUCER - 100 psi	8
EQUIPMENT - TRANSDUCER - 15 psi	6
EQUIPMENT - TRANSDUCER - 2000 PSI	4
EQUIPMENT - TRANSDUCER - 250 psi	3
EQUIPMENT - TRANSDUCER - 30 psi	38
EQUIPMENT - TRANSDUCER - 30 psia	14
EQUIPMENT - TRANSDUCER - 300 psi	8
EQUIPMENT - TRANSDUCER - 50 psi	11
EQUIPMENT - TRANSDUCER - 75 psi	2

Description	Number
EQUIPMENT - TRANSMITTER	6
EQUIPMENT - TRIPOD	3
EQUIPMENT - UTV - 2009	1
EQUIPMENT - VACUUM	1
EQUIPMENT - WATER TANK	2
EQUIPMENT - WATERBATH	5
EQUIPMENT - WEATHER STATION	5
EQUIPMENT - WEIGHTS, CALIBRATION	7
EQUIPMENT - WIRELESS G NETWORK CAMERA	1
EQUIPMENT - WIRELINE	10
MEDIA - ONE-TOUCH VIDEO CAPTURE	1
MEDIA - UGTA DATA SETS	8
MEDIA - USB FLASH DRIVE	126
OFFICE EQUIPMENT - AUTOMATIC TABLETOP FOLDER	1
OFFICE EQUIPMENT - COIL BINDING MACHINE	1
OFFICE EQUIPMENT - COLOR SCANNER	1
OFFICE EQUIPMENT - COMB BINDING - HOLE PUNCH	2
OFFICE EQUIPMENT - COPIER	3
OFFICE EQUIPMENT - DIGITAL COUNTING SCALE	1
OFFICE EQUIPMENT - ELECTRIC 3-HOLE PUNCH	1
OFFICE EQUIPMENT - ELECTRONIC FLAT/SADDLE STAPLER	1
OFFICE EQUIPMENT - FAX MACHINE	6
OFFICE EQUIPMENT - FAX/COPIER	1
OFFICE EQUIPMENT - FAX/PHONE/COPIER	1
OFFICE EQUIPMENT - LABEL PRINTER	1
OFFICE EQUIPMENT - OIL-FIRED SPACE HEATER	3
OFFICE EQUIPMENT - PAPER TRIMMER	1
OFFICE EQUIPMENT - POSTAGE METER	1
OFFICE EQUIPMENT - PROJECTION SCREEN	2
OFFICE EQUIPMENT - REFRIGERATOR	7
OFFICE EQUIPMENT - REFRIGERATOR - LAB	2
OFFICE EQUIPMENT - SHREDDER	1
OFFICE EQUIPMENT - TYPEWRITER	1
OFFICE EQUIPMENT - TYPEWRITER - WHEELWRITER 1000	1
OFFICE FURNITURE - BOOKCASE - 34 1/2" W x 12 1/2" D x 59" H	16
OFFICE FURNITURE - BOOKCASE - 35" x 47"	10
OFFICE FURNITURE - BOOKCASE - 35" x 78"	3
OFFICE FURNITURE - CABINET - ACID (15 LITER)	1
OFFICE FURNITURE - CABINET - CORROSIVE	2
OFFICE FURNITURE - CABINET - FIREPROOF	4
OFFICE FURNITURE - CABINET - FIREPROOF SAFE	5
OFFICE FURNITURE - CABINET - LATERAL FILE - 4 DRAWER	58
OFFICE FURNITURE - CABINET - LEGAL FILE - 4 DRAWER	1
OFFICE FURNITURE - CABINET - LETTER FILE - 4 DRAWER	7
OFFICE FURNITURE - CABINET - MOBILE STORAGE - 2-DOOR	2
OFFICE FURNITURE - CABINET - STORAGE - 2 DOOR	12

Description	Number
OFFICE FURNITURE - CART	1
OFFICE FURNITURE - CHAIR	93
OFFICE FURNITURE - FLAT PANEL DISPLAY STAND	1
OFFICE FURNITURE - MOBILE WORK CARTS/CABINETS	1
OFFICE FURNITURE - SHELVING UNIT	3
OFFICE FURNITURE - TABLE - BOATSHAPE 8' X 3'	3
OFFICE FURNITURE - TABLE - ROUND	1
OFFICE FURNITURE - WHITEBOARD - MAGNETIC	4