

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

1. REQUISITION NUMBER: See Schedule
PAGE OF: 1 OF 30
2. CONTRACT NO.: DE-NA0000461
3. AWARD EFFECTIVE DATE: 07/01/2015
4. ORDER NUMBER: DE-BP0004181
5. SOLICITATION NUMBER:
6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: Justin Burgess
b. TELEPHONE NUMBER (No collect calls): (505) 845-4615
8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY: NNSA Services Acquisition Branch
NA-APM-124
Albuquerque Complex
P.O. Box 5400
Albuquerque NM 87185-5400
CODE: 05113
10. THIS ACQUISITION IS:
UNRESTRICTED OR SET ASIDE 100.00 % FOR:
 SMALL BUSINESS
WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS 541611
HUBZONE SMALL BUSINESS EDWOSB
SERVICE-DISABLED 8(A)
VETERAN-OWNED SMALL BUSINESS
SIZE STANDARD \$15.0

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

15. DELIVER TO: NNSA/Nevada Site Office
U.S. Department of Energy
NNSA/Nevada Site Office
P.O. Box 98518
Las Vegas NV 89193-8518
CODE: 05002
16. ADMINISTERED BY: NNSA/Contracts & Procurement Div.
U.S. Department of Energy
Contracts and Procurement Division
P.O. Box 5400
Albuquerque NM 87185-5400
CODE: 05001

17a. CONTRACTOR/OFFEROR: TECHSOURCE, INC.
Attn: VICTOR B. D'ANDREA
P.O. BOX 988
LOS ALAMOS NM 875440988
CODE: 061075243
FACILITY CODE:
18a. PAYMENT WILL BE MADE BY: OR for NNSA
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 5807
Oak Ridge TN 37831
CODE: 00503
TELEPHONE NO: 5059881726

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

15. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 07/01/2015 to 06/30/2016				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA: See Body
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$2,338,800.97

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

X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
29. AWARD OF CONTRACT: OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR: [Signature]
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Catherine L. Waters
30c. DATE SIGNED: 5/28/15
31c. DATE SIGNED: 05/28/15

CONTRACT SPECIALIST

JUSTIN C. BURGESS

NNSA SERVICES ACQUISITION BRANCH
PO BOX 5400
ALBUQUERQUE COMPLEX
ALBUQUERQUE, NM 87185-5400
Attn: Justin C. Burgess, Bldg 20388 / NA-APM-124.2

Phone: 505-845-4615
EMail: clay.burgess@nnsa.doe.gov

CONTRACTING OFFICER'S REPRESENTATIVE

STEPHEN M. SCOTT
Phone: 702-295-5943
EMail: scotts@nv.doe.gov

This Order is subject to the terms and conditions of TechSource's Department of Energy, National Nuclear Security Administration's Technical, Engineering, and Programmatic Support Services (TEPS) Blanket Purchase Agreement (BPA) DE-NA0000461 and TechSource's General Services Administration (GSA) Mission Oriented Business Integrated Services (MOBIS) Schedule GS-10F-0312M.

All reports, records, data, and other related information acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the government or otherwise disposed of by the contractor at the direction of the COR or the Contracting Officer.

The Contractor shall perform the required support services at the Department of Energy's (DOE) Nevada Support Facility, located at 232 Energy Way, North Las Vegas, NV 89030, as well as other locations detailed in Section 7.2. The Government will furnish administrative work space, official use telephone service, computers, and administrative supplies for use on government facilities (see Section 7.10). All positions covered by this PWS are located at the Nevada Support Facility except for personnel supporting the NNSS Badge Office. The Nevada Site Office provides a VA laboratory facility that is certified as a Closed Area (CA) and an Exclusion Area (EA) to support VA work. The VA laboratory is also equipped with terminals on the Nevada Classified Computer Network, and the SSIMS position is provided a classified computer with access to the DOE nationwide database.

The Contractor shall have a Facility Clearance, and its personnel, including subcontractors, shall possess a DOE/NNSA "Q" clearance.

The Contractor shall be prepared to travel at any time to the following sites: the NNSS, the Remote Sensing Laboratory at Nellis Air Force Base in Las Vegas, Nevada; Livermore and Santa Barbara, California; Los Alamos, New Mexico; and Andrews Air Force Base, Maryland. No foreign travel is anticipated.

The PWS contains tasks that are considered advisory and assistance services (AAS) in accordance with FAR 37.203 Policy. The Contractor shall submit all final analyses, options, recommendations, reports, and training materials required in this for critical review by the CO or the COR, if requested. The Government will make all final regulatory, policy, and interpretive decisions resulting from Contractor provided technical support under this Order and make the final decision on all Contractor provided recommendations. The Contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this task order without obtaining NNSA's express written approval. When submitting materials or reports that contain recommendations, the Contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; or detail the methods and considerations upon which the recommendations are based. The Contractor is reminded that providing AAS could create a future organizational conflict of interest in accordance with DEAR 952.209-72 that could preclude it from performing future Orders subject to recommendations, strategies, or plans developed under this Order.

The following personnel shall be considered key personnel and shall have the requisite qualifications as follows:

(a) Positions covered by section 5.1 of the PWS correspond to the labor categories Tech. Management Consultant VI and Tech. Management Consultant II: Work shall be performed by personnel that are trained and experienced in the vulnerability assessment process as well as analysis and modeling. Personnel shall have a minimum of one year specialized experience in the conduct of vulnerability assessments, DOE or DOE-equivalent training, and at least three years of professional work in safeguards and security, engineering, and/or a scientific field. At least one of the aforementioned personnel shall have a minimum three years of specialized experience in the conduct of vulnerability assessments and DOE advanced vulnerability assessment training with a minimum of five years of professional work in safeguards and security, engineering and/or a scientific field.

(b) Positions covered by section 5.2 of the PWS correspond to the labor category Management Consultant I: Personnel shall have a minimum of three years of OPSEC experience and DOE or DOE equivalent OPSEC training.

(c) Positions covered by section 5.3 of the PWS correspond to the labor category Administrative Assistant VI: Personnel shall have a minimum of five year professional experience in a security related field and DOE or NNSA classification training.

Sections from BPA Invoked in this Order: 6.2, 6.8, 8.3, and 8.5.

The following relate to the applicability of the master contract commercial terms and conditions to FFP and Non-

FFP CLINs.

(a) FAR Clause 52.212-4, Contract Terms and Conditions - Commercial Items, as contained in the master contract, shall apply to all firm fixed price CLINs. FAR Clause 52.212-4, Alternate I, as contained in the master contract, shall apply to all remaining CLINs.

(b) The cost principles applicable to commercial organizations contained in FAR Part 31 and Dear Part 931 shall apply to all "materials" and "other direct costs" submitted for reimbursement under CLINs 0003, 1003, 2003, 3003, and 4003.

(c) No materials costs or other direct or indirect costs, except those authorized under CLINs 0003, 1003, 2003, 3003, and 4003 and expressly authorized in writing by the COR prior to their incurrence, shall be reimbursed under this task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Lot	\$1,076,540.21 NTE \$1,076,540.21
	<i>Noun:</i>	Time & Materials Labor	
	<i>Contract type:</i>	Y - TIME AND MATERIALS	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.1 through 5.3 of the Performance Work Statement at Attachment 1. In performance of this CLIN, the Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates and for the identified labor categories stated in Attachment 3. The rates in Attachment 3 shall include any required daily allowance per Attachment 5. The contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN. All federal, state, and local taxes are included in the specified labor rates. No costs for "materials," as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be authorized or charged under this CLIN. Monthly billing authorized. Not to Exceed for this CLIN is \$1,076,540.21.		
	Period of Performance: 7/1/2015 - 6/30/2016		
000101			
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA \$40,000.00	
	<i>PR/MIPR:</i>	15NA001350	\$40,000.00
000102			
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AB \$210,000.00	
	<i>PR/MIPR:</i>	15NA001350	\$210,000.00

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0002		1	\$1,152,260.76
		Lot	\$1,152,260.76
	<i>Noun:</i> Firm-Fixed Price <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION		
	<i>Descriptive Data:</i> The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.4 through 5.9 of the Performance Work Statement at Attachment 1, including the management of this Task Order (this corresponds to the Management Consultant V position listed in the key personnel clause), for the firm fixed price specified in this CLIN. The fixed price specified in this CLIN shall include any required daily allowance per Attachment B. All federal, state, and local taxes are included in the price. The Firm-Fixed Price for this CLIN is \$1,152,260.76. Monthly billing authorized at \$96,021.73.		
	Period of Performance: 7/1/2015 - 6/30/2016		
000201			
	<i>Noun:</i> Funding Info Only <i>ACRN:</i> AB \$60,000.00 <i>PR/MIPR:</i> 15NA001350		\$60,000.00
000202			
	<i>Noun:</i> Funding Info Only <i>ACRN:</i> AC \$170,000.00 <i>PR/MIPR:</i> 15NA001350		\$170,000.00

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0003		1	\$110,000.00
		Lot	NTE \$110,000.00

Noun: Travel/Training/ODCs
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

This CLIN is for direct reimbursement of the following authorized "Materials" and "Other Direct Costs" in accordance with FAR Clause 52.212-4, Alternate I: travel costs, training costs, and materials costs incurred in executing the requirements of Subsection 5.1.10 of the Performance Work Statement at Attachment 1. In order for these costs to be reimbursable under this task order, the contractor must obtain written authorization from the Contracting Officer's Representative for any of these costs prior to their incurrence. Unless expressly authorized in writing by the Contracting Officer in advance, no other materials costs, as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be reimbursed under this under this CLIN or under any other CLIN of this Task Order. Indirect costs shall not be applied or reimbursed in conjunction with amounts billed against this CLIN. The Contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN unless authorized by the Contracting Officer (CO) in writing. Monthly billing authorized. Not to Exceed for this CLIN is \$110,000.00.

Period of Performance: 7/1/2015 - 6/30/2016

Travel must be authorized by the Contracting Officer's Representative (COR) in advance of the cost being accrued or incurred by the Contractor. The Contractor shall submit travel requests on a form approved by the CO. Travel costs will be reimbursed in accordance with the Federal Travel Regulations (FTR) / Joint Travel Regulations (JTR) and the applicable cost principle in FAR Part 31. Detailed costs, receipts, and approvals for travel shall be submitted as part of the back-up of the contractor's invoice. Relocation costs are not considered travel costs and are not authorized under this task order. Additionally, the contractor, its team members, and/or its subcontractors will not charge the NNSA/DOE for time in transit between locations.

Training requests shall be for knowledge and expertise over and above that which is normally required in the commercial marketplace for performance of the PWS requirements (e.g. training driven by Government changes to systems, orders, regulations and or policies). Each request shall describe the subject of the training, length of time needed to complete the training, why this training is over and above contractor required knowledge, and all elements of cost (excluding travel and labor hour charges). No training costs shall be paid if made prior to written COR approval. Detailed costs, receipts, and approvals for training shall be submitted with the contractor's invoice. Training time will be considered as labor and shall not be charged to this CLIN.

000301

Noun: Funding Info Only
ACRN: AB \$20,000.00
PR/MIPR: 15NA001350 \$20,000.00

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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1001 OPTION CLIN

Noun: Time & Materials Labor
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.1 through 5.3 of the Performance Work Statement at Attachment 1. In performance of this CLIN, the Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates and for the identified labor categories stated in Attachment TBD. The rates in Attachment TBD shall include any required daily allowance per Attachment B. The contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN. All federal, state, and local taxes are included in the specified labor rates. No costs for "materials," as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be authorized or charged under this CLIN. Monthly billing authorized. Not to Exceed for this CLIN is \$1,108,821.19.

Period of Performance: 7/1/2016 - 6/30/2017

1002 OPTION CLIN

Noun: Firm-Fixed Price
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.4 through 5.9 of the Performance Work Statement at Attachment 1, including the management of this Task Order (this corresponds to the Management Consultant V position listed in the key personnel clause), for the firm fixed price specified in this CLIN. The fixed price specified in this CLIN shall include any required daily allowance per Attachment B. All federal, state, and local taxes are included in the price. The Firm-Fixed Price for this CLIN is \$1,186,844.52. Monthly billing authorized at \$98,903.71.

Period of Performance: 7/1/2016 - 6/30/2017

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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1003 OPTION CLIN

Noun: Travel/Training/ODCs
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

This CLIN is for direct reimbursement of the following authorized "Materials" and "Other Direct Costs" in accordance with FAR Clause 52.212-4, Alternate I: travel costs, training costs, and materials costs incurred in executing the requirements of Subsection 5.1.10 of the Performance Work Statement at Attachment 1. In order for these costs to be reimbursable under this task order, the contractor must obtain written authorization from the Contracting Officer's Representative for any of these costs prior to their incurrence. Unless expressly authorized in writing by the Contracting Officer in advance, no other materials costs, as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be reimbursed under this under this CLIN or under any other CLIN of this Task Order. Indirect costs shall not be applied or reimbursed in conjunction with amounts billed against this CLIN. The Contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN unless authorized by the Contracting Officer (CO) in writing. Monthly billing authorized. Not to Exceed for this CLIN is \$110,000.00.

Period of Performance: 7/1/2016 - 6/30/2017

Travel must be authorized by the Contracting Officer's Representative (COR) in advance of the cost being accrued or incurred by the Contractor. The Contractor shall submit travel requests on a form approved by the CO. Travel costs will be reimbursed in accordance with the Federal Travel Regulations (FTR) / Joint Travel Regulations (JTR) and the applicable cost principle in FAR Part 31. Detailed costs, receipts, and approvals for travel shall be submitted as part of the back-up of the contractor's invoice. Relocation costs are not considered travel costs and are not authorized under this task order. Additionally, the contractor, its team members, and/or its subcontractors will not charge the NNSA/DOE for time in transit between locations.

Training requests shall be for knowledge and expertise over and above that which is normally required in the commercial marketplace for performance of the PWS requirements (e.g. training driven by Government changes to systems, orders, regulations and or policies). Each request shall describe the subject of the training, length of time needed to complete the training, why this training is over and above contractor required knowledge, and all elements of cost (excluding travel and labor hour charges). No training costs shall be paid if made prior to written COR approval. Detailed costs, receipts, and approvals for training shall be submitted with the contractor's invoice. Training time will be considered as labor and shall not be charged to this CLIN.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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2001 OPTION CLIN

Noun: Time & Materials Labor
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.1 through 5.3 of the Performance Work Statement at Attachment 1. In performance of this CLIN, the Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates and for the identified labor categories stated in Attachment TBD. The rates in Attachment TBD shall include any required daily allowance per Attachment B. The contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN. All federal, state, and local taxes are included in the specified labor rates. No costs for "materials," as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be authorized or charged under this CLIN. Monthly billing authorized. Not to Exceed for this CLIN is \$1,142,083.92.

Period of Performance: 7/1/2017 - 6/30/2018

2002 OPTION CLIN

Noun: Firm-Fixed Price
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.4 through 5.9 of the Performance Work Statement at Attachment 1, including the management of this Task Order (this corresponds to the Management Consultant V position listed in the key personnel clause), for the firm fixed price specified in this CLIN. The fixed price specified in this CLIN shall include any required daily allowance per Attachment B. All federal, state, and local taxes are included in the price. The Firm-Fixed Price for this CLIN is \$1,222,473.72. Monthly billing authorized at \$101,872.81.

Period of Performance: 7/1/2017 - 6/30/2018

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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2003

OPTION CLIN

Noun: Travel/Training/ODCs
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

This CLIN is for direct reimbursement of the following authorized "Materials" and "Other Direct Costs" in accordance with FAR Clause 52.212-4, Alternate I: travel costs, training costs, and materials costs incurred in executing the requirements of Subsection 5.1.10 of the Performance Work Statement at Attachment 1. In order for these costs to be reimbursable under this task order, the contractor must obtain written authorization from the Contracting Officer's Representative for any of these costs prior to their incurrence. Unless expressly authorized in writing by the Contracting Officer in advance, no other materials costs, as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be reimbursed under this under this CLIN or under any other CLIN of this Task Order. Indirect costs shall not be applied or reimbursed in conjunction with amounts billed against this CLIN. The Contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN unless authorized by the Contracting Officer (CO) in writing. Monthly billing authorized. Not to Exceed for this CLIN is \$110,000.00.

Period of Performance: 7/1/2017 - 6/30/2018

Travel must be authorized by the Contracting Officer's Representative (COR) in advance of the cost being accrued or incurred by the Contractor. The Contractor shall submit travel requests on a form approved by the CO. Travel costs will be reimbursed in accordance with the Federal Travel Regulations (FTR) / Joint Travel Regulations (JTR) and the applicable cost principle in FAR Part 31. Detailed costs, receipts, and approvals for travel shall be submitted as part of the back-up of the contractor's invoice. Relocation costs are not considered travel costs and are not authorized under this task order. Additionally, the contractor, its team members, and/or its subcontractors will not charge the NNSA/DOE for time in transit between locations.

Training requests shall be for knowledge and expertise over and above that which is normally required in the commercial marketplace for performance of the PWS requirements (e.g. training driven by Government changes to systems, orders, regulations and or policies). Each request shall describe the subject of the training, length of time needed to complete the training, why this training is over and above contractor required knowledge, and all elements of cost (excluding travel and labor hour charges). No training costs shall be paid if made prior to written COR approval. Detailed costs, receipts, and approvals for training shall be submitted with the contractor's invoice. Training time will be considered as labor and shall not be charged to this CLIN.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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3001

OPTION CLIN

Noun: Time & Materials Labor
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.1 through 5.3 of the Performance Work Statement at Attachment 1. In performance of this CLIN, the Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates and for the identified labor categories stated in Attachment TBD. The rates in Attachment TBD shall include any required daily allowance per Attachment B. The contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN. All federal, state, and local taxes are included in the specified labor rates. No costs for "materials," as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be authorized or charged under this CLIN. Monthly billing authorized. Not to Exceed for this CLIN is \$1,176,355.98.

Period of Performance: 7/1/2018 - 6/30/2019

3002

OPTION CLIN

Noun: Firm-Fixed Price
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.4 through 5.9 of the Performance Work Statement at Attachment 1, including the management of this Task Order (this corresponds to the Management Consultant V position listed in the key personnel clause), for the firm fixed price specified in this CLIN. The fixed price specified in this CLIN shall include any required daily allowance per Attachment B. All federal, state, and local taxes are included in the price. The Firm-Fixed Price for this CLIN is \$1,259,181.36. Monthly billing authorized at \$104,931.78.

Period of Performance: 7/1/2018 - 6/30/2019

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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3003

OPTION CLIN

Noun: Travel/Training/ODCs
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

This CLIN is for direct reimbursement of the following authorized "Materials" and "Other Direct Costs" in accordance with FAR Clause 52.212-4, Alternate I: travel costs, training costs, and materials costs incurred in executing the requirements of Subsection 5.1.10 of the Performance Work Statement at Attachment 1. In order for these costs to be reimbursable under this task order, the contractor must obtain written authorization from the Contracting Officer's Representative for any of these costs prior to their incurrence. Unless expressly authorized in writing by the Contracting Officer in advance, no other materials costs, as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be reimbursed under this under this CLIN or under any other CLIN of this Task Order. Indirect costs shall not be applied or reimbursed in conjunction with amounts billed against this CLIN. The Contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN unless authorized by the Contracting Officer (CO) in writing. Monthly billing authorized. Not to Exceed for this CLIN is \$110,000.00.

Period of Performance: 7/1/2018 - 6/30/2019

Travel must be authorized by the Contracting Officer's Representative (COR) in advance of the cost being accrued or incurred by the Contractor. The Contractor shall submit travel requests on a form approved by the CO. Travel costs will be reimbursed in accordance with the Federal Travel Regulations (FTR) / Joint Travel Regulations (JTR) and the applicable cost principle in FAR Part 31. Detailed costs, receipts, and approvals for travel shall be submitted as part of the back-up of the contractor's invoice. Relocation costs are not considered travel costs and are not authorized under this task order. Additionally, the contractor, its team members, and/or its subcontractors will not charge the NNSA/DOE for time in transit between locations.

Training requests shall be for knowledge and expertise over and above that which is normally required in the commercial marketplace for performance of the PWS requirements (e.g. training driven by Government changes to systems, orders, regulations and or policies). Each request shall describe the subject of the training, length of time needed to complete the training, why this training is over and above contractor required knowledge, and all elements of cost (excluding travel and labor hour charges). No training costs shall be paid if made prior to written COR approval. Detailed costs, receipts, and approvals for training shall be submitted with the contractor's invoice. Training time will be considered as labor and shall not be charged to this CLIN.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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4003 OPTION CLIN

Noun: Travel/Training/ODCs
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

This CLIN is for direct reimbursement of the following authorized "Materials" and "Other Direct Costs" in accordance with FAR Clause 52.212-4, Alternate I: travel costs, training costs, and materials costs incurred in executing the requirements of Subsection 5.1.10 of the Performance Work Statement at Attachment 1. In order for these costs to be reimbursable under this task order, the contractor must obtain written authorization from the Contracting Officer's Representative for any of these costs prior to their incurrence. Unless expressly authorized in writing by the Contracting Officer in advance, no other materials costs, as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be reimbursed under this under this CLIN or under any other CLIN of this Task Order. Indirect costs shall not be applied or reimbursed in conjunction with amounts billed against this CLIN. The Contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN unless authorized by the Contracting Officer (CO) in writing. Monthly billing authorized. Not to Exceed for this CLIN is \$110,000.00.

Period of Performance: 7/1/2019 - 6/30/2020

Travel must be authorized by the Contracting Officer's Representative (COR) in advance of the cost being accrued or incurred by the Contractor. The Contractor shall submit travel requests on a form approved by the CO. Travel costs will be reimbursed in accordance with the Federal Travel Regulations (FTR) / Joint Travel Regulations (JTR) and the applicable cost principle in FAR Part 31. Detailed costs, receipts, and approvals for travel shall be submitted as part of the back-up of the contractor's invoice. Relocation costs are not considered travel costs and are not authorized under this task order. Additionally, the contractor, its team members, and/or its subcontractors will not charge the NNSA/DOE for time in transit between locations.

Training requests shall be for knowledge and expertise over and above that which is normally required in the commercial marketplace for performance of the PWS requirements (e.g. training driven by Government changes to systems, orders, regulations and or policies). Each request shall describe the subject of the training, length of time needed to complete the training, why this training is over and above contractor required knowledge, and all elements of cost (excluding travel and labor hour charges). No training costs shall be paid if made prior to written COR approval. Detailed costs, receipts, and approvals for training shall be submitted with the contractor's invoice. Training time will be considered as labor and shall not be charged to this CLIN.

SCHEDULE

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0001		1	30 Jun 2016
	<i>Noun:</i>	Time & Materials Labor	
	<i>ACRN:</i>	9	
0002		1	30 Jun 2016
	<i>Noun:</i>	Firm-Fixed Price	
	<i>ACRN:</i>	9	
0003		1	30 Jun 2016
	<i>Noun:</i>	Travel/Training/ODCs	
	<i>ACRN:</i>	9	

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA		\$40,000.00
00900.2015.01.100260.25105.2221072.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000101:	\$40,000.00
	<i>PR/MIPR:</i> 15NA001350	\$40,000.00
AB		\$290,000.00
00900.2015.01.100260.25105.2221079.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000102:	\$210,000.00
	On CLIN 000201:	\$60,000.00
	On CLIN 000301:	\$20,000.00
	<i>PR/MIPR:</i> 15NA001350	\$290,000.00
AC		\$170,000.00
00900.2015.01.100260.25105.2221076.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000202:	\$170,000.00
	<i>PR/MIPR:</i> 15NA001350	\$170,000.00

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)
 52.242-15 STOP-WORK ORDER (AUG 1989)

B. OTHER CONTRACT CLAUSES

952.204-77 COMPUTER SECURITY (AUG 2006)
 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) - ALTERNATE I (AUG 2009)
 Para (b)(1)(i), period of restriction
 '5'
 952.215-70 KEY PERSONNEL (DEC 2000)
 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
 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

52.222-99 ESTABLISHING A MINIMUM WAGE OF CONTRACTORS (DEVIATION 2014-00017) (OCT 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(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)

DOE-C-1007 REPORTS (NOV 2009)

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

(End of clause)

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

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (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)

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

The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is listed on page 2. Specific duties and responsibilities of the COR are those delegated in the Contracting Officer's Representative Delegation for this contract.

(End of clause)

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

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)

DOE-H-1001 OMBUDSMAN (JUL 2010)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the ombudsman, Deborah L. Buterbaugh, National Nuclear Security Administration, P.O. Box 5400, Albuquerque, NM 87185-5400. SW, phone: (505) 845-6273, e-mail: Deborah.Buterbaugh@nnsa.doe.gov. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

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

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment 6) and 52.222-42 Statement of Equivalent Rates for Federal Hire when applicable.

(End of clause)

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

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)

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 Albuquerque Complex, Office of Public Affairs, P.O. Box 5400, Albuquerque, New Mexico, 87185, with a copy provided to the Contracting Officer.

(End of clause)

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

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)

(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.

DOE-H-1071 CONFERENCE SPENDING (MAR 2014)

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-D-1001 PACKAGING (NOV 2009)

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)

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)

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 below:

See Attachment 4

(End of clause)

NNS-G-1001 BILLING INSTRUCTIONS (NOV 2009) - ALTERNATE I (NOV 2009)

(a) Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered.

(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. 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 are provided 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 invoice shall include the following:

- (1) contract number;
- (2) contractor name;
- (3) date of invoice;
- (4) invoice number (invoices shall be sequentially numbered);
- (5) total amount of invoice;
- (6) period covered or items delivered; and
- (7) cumulative amount invoiced to date.

(d) Delivery Payments. Payments made under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."

(e) Approval of Invoices. The contractor will be paid after approval by the NNSA Approving Official.

(End of clause)

NNS-H-1007 KEY PERSONNEL (NOV 2009) (TAILORED)

(a) In addition to the key personnel list in the BPA pursuant to DEAR clause 952.215-70 "Key Personnel," the Contractor's key personnel for this order are as follows:

NAME	TITLE
Jeff Herhold	Management Consultant V
Jerry Weber	Tech. Management Consultant VI
Rick Lords	Tech. Management Consultant II
Cindi Flammini	Tech. Management Consultant II
David Duff	Tech. Management Consultant II
August Schellhase	Management Consultant I
Cheryl Schneider	Administrative Assistant VI

Key Personnel are dedicated full-time to 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-1008 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (NOV 2009)

(a) During contract performance, the Government will furnish the Contractor office space for approximately 20 individual(s) on an as-required basis. Additional office space may be provided by the Government as the NNSA project 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.

(End of clause)

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

(a) The Contractor agrees to comply with the NNSA/DOE directives 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-1016 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (NOV 2009)

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-1021 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2014)

(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) All FOCI documentation/forms shall be completed within the eFOCI system. NOTE: A completed SF 328, Certificate Pertaining to Foreign Interests, executed in accordance with the instructions on the certification section of the SF328, shall be printed, signed and uploaded into the eFOCI system. The SF 328 is required for first time submissions, any time there are changes to the SF 328, and at the request of the Cognizant Security Authority (CSA). 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 [mailto: fociserver@anl.gov](mailto: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)

(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.

NNS-H-2005 TRANSITION TO FOLLOW-ON CONTRACT (MAY 2015)

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)

SCHEDULE

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	7	11 DEC 2014	PERFORMANCE WORK STATEMENT
ATTACHMENT 2	2	11 DEC 2014	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 3	1	13 MAY 2015	LABOR RATES
ATTACHMENT 4	2	13 MAY 2015	APPLICABLE DOE/NNSA REQUIREMENTS
ATTACHMENT 5	1	13 MAY 2015	NTS ALLOWANCE
ATTACHMENT 6	10	22 DEC 2014	WD-2331