

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/21/2012		2. CONTRACT NO. (If any) GS-10F0343S		6. SHIP TO: a. NAME OF CONSIGNEE US Department of Energy	
3. ORDER NO. DE-DT0004293		4. REQUISITION/REFERENCE NO. 12EM003173		b. STREET ADDRESS EM Consolidated Business Center (EMCBC) ATTN: Nina Akgunduz 250 E. 5th Street Suite 500	
5. ISSUING OFFICE (Address correspondence to) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202				c. CITY Cincinnati	
				d. STATE OH	
				e. ZIP CODE	
7. TO: STEVE SWANSON				f. SHIP VIA	
a. NAME OF CONTRACTOR TLI SOLUTIONS, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 560 GOLDEN RIDGE ROAD, SUITE 130				REFERENCE YOUR:	
d. CITY GOLDEN				e. STATE CO	
				f. ZIP CODE 804019532	
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE EMCBC	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
				16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 52-1680438 DUNS Number: 621140003 EMCBC Litigation Support Services Follow-On under GSA SIN-899-1 and GSA Contract Number GS-10F0343S. Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME OR for EMCBC						\$2,232,068.28	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777						\$2,232,068.28	
c. CITY Oak Ridge		d. STATE TN		e. ZIP CODE 37831				

22. UNITED STATES OF AMERICA BY (Signature) Signature on File			23. NAME (Typed) Nina K. Akgunduz TITLE: CONTRACTING/ORDERING OFFICER		
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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 08/21/2012	CONTRACT NO. GS-10F0343S	ORDER NO. DE-DT0004293
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Mark For: EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202 Fund: 01250 Appr Year: 2012 Allottee: 33 Report Entity: 490800 Object Class: 25200 Program: 1111237 Project: 0003895 WFO: 0000000 Local Use: 0000000 Period of Performance: 09/01/2012 to 08/30/2015					
00001	Legal services: Legal support services for complex litigation and other legal services. Line item value is:: \$727,816.94 Incrementally Funded Amount: \$500,000.00				727,816.94	
00002	Legal services: Legal support services for complex litigation and other legal services. Amount: \$743,886.00 (Option Line Item)				743,886.00	
00003	Legal services: Legal support services for complex litigation and other legal services. Amount: \$760,365.34 (Option Line Item)				760,365.34	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$2,232,068.28

ATTACHMENT 1

PERFORMANCE WORK STATEMENT
FOR
EMCBC LITIGATION SUPPORT SERVICE CONTRACT

Performance Work Statement (PWS)
EM Consolidated Business Center Litigation Support Service Contract

1. Overview

The U.S. Department of Energy's Office of Environmental Management, or EM, is responsible for environmental restoration, waste management, technology development, and facility management and transition associated with former Cold War nuclear weapons production and sponsored energy research facilities. Over five decades of production and sponsored research has generated waste, pollution, and substantial amounts of water, soil, and facility contamination. The office was created in 1989 to consolidate responsibility within DOE for environmental management activities. In establishing the EM program, DOE centralized responsibilities and demonstrated its commitment to environmental cleanup. EM's goals include complying with all applicable laws and regulations, incorporating public input, protecting human health and safety, and emphasizing environmental responsibility within DOE.

The overall mission of EM is the safe and successful cleanup of the Cold War legacy brought about from five decades of nuclear weapons development and government-sponsored nuclear energy research.

The EM Consolidated Business Center (EMCBC), located in Cincinnati, Ohio, with a satellite office at the Denver Federal Center (DFC) in Denver, Colorado, is a support office that provides various business and technical functions to the EM program. These business and technical functions include: Legal Services, Contracting, Financial Management, Human Resources, Information Resource Management, Cost Estimating and Analysis, and Technical Support and Asset Management. Specifically, the EMCBC Office of Legal Services (OLS) provides attorney and paralegal services, as needed, to resolve legal issues arising at the EMCBC and client sites. Legal services provided by the OLS pertain to: Government contract law, environmental law, civilian personnel, workman's compensation, labor relations, including but not limited to grievances and collective bargaining, toxic and class action tort litigation, and third party claims, simple and complex litigation in all areas of law described or implied, ethics, Equal Employment Opportunity (EEO), Freedom of Information Act (FOIA), Privacy Act, Energy Employee Occupational Illness Compensation Program (EEOICPA), document requests, including but not limited to litigation discovery requests, divestiture activities, site closure preparation, and any judicial or administrative litigation related to the above mentioned.

The contractor shall provide resources to prepare production plan for scanning and indexing of documents identified by OLS; transport to contractor's site unclassified documents and other materials identified by OLS; follow OLS's organizational scheme and scan documents into electronic files readable by computer systems identified jointly by contractor and OLS; code and index document into database system.

2. Task Order Objective

The objective of this task order is to achieve high quality and expeditious litigation support services for simple and complex litigation pertaining to Government contract law, environmental law, civilian personnel law, workman's compensation law, labor relations law, toxic and class action torts and in all other judicial or administrative litigation related to OLS functions and tasks described above. Legal support services included but not limited to: litigation, regulatory compliance, attorney and paralegal services, document and database management services. Specific tasks which may be required pursuant to the legal support services contract are litigation document production, database maintenance and management, paralegal and attorney support, declassification/sanitization of classified documents, legal and regulatory compliance support, researching statutory and case law, preparation of draft documents, providing expert services which includes expert witnesses and expert advice, counsel and court reporters as need for depositions and related matters.

3. Transition Activities

The Contractor shall perform the activities, described in the PWS necessary to transition the work to the new Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources responsibilities, and accountability to the new Contractor; and (3) provides for the ability of the new Contractor to perform the work in an efficient, effective, and safe manner.

4. Contractor Requirements

The Contractor shall be compliant with the requirements and be responsible for the work described in this PWS. In addition, the Contractor shall comply with the terms and conditions of the master contract, this task order, and all legal regulations and laws that apply to the work being specifically carried out.

4.1 Database Control:

Database Preparation, Design, and Delivery

The contractor shall design, prepare, and deliver pursuant to the agreed schedule, databases (indices of documents) designed to support production of documents in litigation or litigation-like activities. The data files will be in a format to be used by a single software product agreed to pursuant to Database Software Recommendations.

Database Management and Maintenance

The Contractor shall provide database management services consisting of the management and maintenance of the existing "Los Alamos National Laboratory (LANL) Database" and all other litigation databases (e.g., Declassification Document Tracing System [DOTS, TimeMatters, etc.]).

The Contractor shall also maintain automated document management systems to track reproduction of litigation and related documents (including but not limited to Intellex, Concordance, and Time Matters).

Database Coding

The Contractor shall prepare databases with proper “Coding” elements as determined by OLS. Preparation of the databases includes "coding" of documents to be scanned and associated with the databases. Coding protocols, as mentioned, will be agreed to by OLS at the outset of each separate scanning project, and will include information such as date, title, originator, addressee, document type, dates of production of the document, versions of the document, listed enclosures, EMCBC identifiers, etc.

Database Software Recommendations

The Contractor shall, after analysis of OLS requirements and the EMCBC hardware capabilities, prepare a recommendation for purchase of software systems to support document registry data files and associated document image files. OLS assumes responsibility for acquisition and installation of the software. The recommendation will contain:

- Summary of OLS' available equipment
- Description of recommended systems, their advantages/disadvantages/costs;
- Descriptions of data formats that will be compatible with the recommended systems;
- Reliability, availability of support, and ease of use of the recommended systems;
- Suggestions for system backup capability

Database Separation of Classified and Declassified Documentation

Where OLS must produce classified documents in a matter for which the contractor prepares a database product (unclassified), the Contractor shall process unclassified (i.e., sanitized) versions of classified documents as a segregable or separate portion of the database.

4.2 Document Management and Production:

Document Management and Maintenance

The Contractor shall manage all documents and maintain automated systems to track reproduction of litigation and related documents, including but not limited to: Intellex, Concordance, and Time Matters.

Document Reproduction Services

The Contractor shall provide research, retrieval, and reproduction support services to OLS and plaintiff's attorneys in federal tort claims and other litigation. The Contractor shall also provide document reproduction, collection, transportation, copying, collation, pagination, mailing, and storage for on-going litigation and other information requests including but not limited to FOIA and Privacy Act.

Scanning

The contractor is responsible for ensuring the complete and accurate scanning of each document. The contractor must be prepared to develop optical character reader (OCR) versions of selected documents designated by OLS. Indexing of documents will reflect that scanned image is OCR and, therefore, subject to text search. The Contractor shall begin document scanning once OLS has agreed to and purchased a database software system. All scanned images and indices shall be scanned into electronic files of highest achievable quality, correctly indexed, fully retrievable, readable by computer systems jointly identified by OLS and Contractor, and tied to database entries in a way that ensures 100% accessibility of all documents from their associated database entries. Documents prepared for scanning will be unitized according to OLS approved protocols, nomenclature, and numbering.

Project Plans and Document Handling

The Contractor shall prepare a Project Plan as the first deliverable for each separate matter. The Project Plan will be fully developed by the Contractor, coordinated with OLS, and delivered for design and format approval by the COR. The Contractor and OLS shall agree on a time schedule for each project.

After approval of the Project Plan, the Contractor shall execute the plan, secure any unclassified documents from the EMCBC site, transport documents to the Contractor's site, organize the documents for coding and prepare scanned images for documents and similar materials as designed by OLS. The scanned images shall be tied to database entries in a way that ensures 100% accessibility of all documents from their associated database entries.

After preparation, coding, scanning, etc., all documents will be returned to EMCBC site in the boxes and conditions in which the contractor first obtained them.

Document Duplication and Photocopies

The Contractor shall ensure all duplicates are of the highest achievable quality and correctly duplicated.

The Contractor shall ensure all photocopies are of the highest achievable quality and correctly copied.

Document Organization

The Contractor shall ensure that all documents are correctly indexed, fully retrievable, and neatly organized. The Contractor shall ensure that all documents shall be organized, boxed, stored, and retrievable to the highest achievable quality.

4.3 Classified Document Processing

The contractor shall provide support for classified litigation document processing at the EMCBC DFC location according to criteria established by OLS. Duties associated with this task include: reproducing information, reviewing for declassification or sanitization, redacting classified information, and preparing legible copies for distribution to litigation parties. The Contractor shall complete declassification work through expert classified document review and analysis. Assistance shall be provided to the EMCBC OLS Classification Officer for information review and document release.

Related classified document processing shall be accomplished in accordance with all current DOE classification guidance, policies, and security requirements. The contractor shall abide by DOE security requirements regarding the handling, storage, reproduction, generation, and destruction of classified and sensitive unclassified information and material. Activities involving classified information and material will not be conducted at the contractor's facilities.

4.4 Other Services in Document Preparation and Management

The Contractor shall provide consultation services, recommendations and implementation improvements, as approved by the COR, and survey services in document preparation and document management (e.g. provide responsive litigation documents on Compact Disc (CD) or Digital Video Disc (DVD) instead of by hard copy (including but not limited to Intellex and Concordance, which are currently being provided). Arrange preparation and production of document databases (including scanning of documents).

4.5 Legal Research

The Contractor shall provide sufficient resources to perform legal research, and document preparation, in the areas of toxic torts, mass torts, class actions, government contract law, labor relations, workers compensation, general law, government contract law, civilian personnel, and other areas of administrative law.

4.6 Expert Technical Advice, Court Reporters, Witness Testimony

The Contractor shall provide expert technical advice and counsel, court reporters, and expert witness testimony, when requested by OLS, for support in litigation cases that may require such service.

4.7 Paralegal Functions

Under the direction of the Office of Legal Services, the contractor shall perform a broad

range of tasks performed by paralegal personnel in support of litigation and general law functions, which includes: provision of qualified/certified paralegal specialists with varied experiences, knowledge of DOE procedures, clearances (as required and justified by OLS), knowledge of class action tort litigation, environmental litigation, and labor and personnel law litigation. Required paralegal skills include: document management, database management legal research, document reviews, Federal Rules of Civil Procedure, and document production procedures (including accountability measures).

4.8 Coordinating and interfacing with other DOE Offices and Contractors

Some tasks issued under this PWS will require a close working relationship with the DOE Office of Legacy Management's (the site landlord) and records management contractor and subcontractors. The Contractor shall provide a Project Manager who serves as the principal point of contact and ensures that the technical direction is in accordance with task order requirements and DOE orders. Budget and spending activities, coordination of training and travel requirements, general management, and contract administrative support shall also be responsibilities of the Project Manager.

4.9 Rapid Response

The Contractor shall enable a ramp up (i.e. expeditious increase of qualified, but temporary professional personnel) with paralegal and other legal support staff to address work load needs in response to court imposed schedules, litigation support activities such as: pre-trial preparation, discovery, document organization, review, redaction or production, and development of evidentiary foundations etc.

4.10 Contractor Performance and Deliverable Requirements

The Contracting Officer's Representative (COR) shall review all deliverables associated with the contract and accept or reject the deliverables. The Government shall have at least 15 working days to complete review of each deliverable and accept or reject it in writing.

The COR will have the right to reject or require correction to any deliverables not meeting the requirements of the statement of work or found to be contrary to the information contained in the Project Plan. In the event of rejection of a deliverable, the contractor shall be notified in writing of the specific reasons why the deliverable is being rejected. Absent the need for immediate compliance with statutory, regulatory or judicial directives, the contractor shall have no more than five working days to correct the rejected deliverable and return it to the COR.

5. Security and Access to Facilities

5.1 Background Checks

The Contractor shall prepare all documentation and deliverables required to obtain appropriate background investigations for each employee and subcontractor employee. Contractor shall ensure that employee background investigations are updated and reflect current information.

The Contractor shall maintain documentation of the completion of all background checks. The method and means of background checks must be in accordance with FAR 52.222-54 Employment Eligibility Verification using Form I-9 through the E-Verify System.

Two required positions must have DOE “Q” clearances to perform work under this task order:
Q cleared Senior Paralegal, located at the EMCBC/DFC.
Q cleared Declassification Specialist, located at the EMCBC/DFC

The Contractor shall designate qualified individuals for these positions, those who already have or can quickly acquire the DOE clearances necessary to have access to classified documents. Generally, clearances at the "Q" level for access to documents classified up to the Secret/Restricted Data (S/RD) level will be required. Not all document review personnel need to have clearances (“L” or “Q”), but sufficient numbers must have clearances to assure prompt, thorough review and production of classified documents.

5.2 Foreign Nationals

Picture Badges: Picture badges and the building access key cards provided to the Contractor for access to the EMCBC buildings are the property of the U.S. Department of Energy. Contractor personnel shall maintain and display their badges in accordance with DOE EMCBC policies and procedures. Failure to comply with DOE security requirements or policies will result in confiscation of a contractor’s badge by DOE EMCBC Security and denial of access to EMCBC facilities.

The contractor shall immediately report, within 24 hours, to DOE Security any lost or misplaced picture badge or building access key card.

5.3 Foreign Ownership, Control, Influence (FOCI)

The Contractor shall comply with the Department of Energy’s FOCI program.

6. Principal Place of Performance

The primary place of performance for the litigation support service is at the Contractor’s facility and the EMCBC main office in Cincinnati, Ohio. Services (handling classified or unclassified material) performed by the Senior Paralegal and Declassification Specialist, shall be conducted at the EMCBC Denver Federal Center in Denver, Colorado, where the classified vault is located. There may be litigation support required to be conducted at locations other than the above mentioned.

All unclassified records scanning will be conducted at the Contractor facilities unless otherwise directed by the COR and agreed to by the Contracting Officer (CO) and the contractor. The CO may identify other locations, if needed, where work may be performed.

7. Deliverables

The contracting officer's representative (COR) shall review all deliverables associated with the contract and accept or reject the deliverables. The Government shall have at least 15 working days to complete review of each deliverable and accept or reject it in writing.

8. Reimbursable Costs

The Contractor shall be entitled to reimbursement of the actual expenses incurred by its employees for lodging, meals and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for travel related to the litigation support service work. All travel costs shall be in accordance with Federal Travel Regulations, established by the General Services Administration (GSA), and be pre-approved by the CO, in writing, prior to any cost expenditure.

Training: DOE may periodically require the contractor to attend certain training to enhance the skills the DOE may require. The DOE will provide notification from the Contracting Officer upon those particular occasions when training is needed. Paralegal support shall attend training only upon written notice from the Contracting Officer. Training expenses that have been authorized by the Contracting Officer will be reimbursed under the Material identified in the price schedule.

9. Confidentiality

This work under this task order involves confidential information, often protected by legally recognized privileges. The Contractor shall abide by all confidentiality requirements usually expected of those supporting legal offices. All legal support personnel must execute confidentiality agreements.

10. Packaging

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 rate(s).

Reports deliverable under this task order shall generally be transmitted via electronic format with a copy to the CO and an original copy that is either hand-delivered to the COR or mailed by use of first-class mail, unless the urgency of the deliverable sufficiently justifies the use of a commercially-available overnight mail service.

11. Marking

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

1. Identifies the task order by number under which the item is being delivered.
2. Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).

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

For any package, report, or other deliverable being delivered to a party other than the CO (e.g. Project Plan), a copy of the transmittal letter accompanying the document required in (a) above shall be simultaneously provided to the CO.

12. Term of Task order

The base period of this task order is from September 1, 2012 to August 31, 2013 with two (2) one year option periods. The total duration of this task order may be up to, but not more than three (3) years, from September 1, 2012 to August 31, 2015.

All work under this task order, including submission of all required reports, shall be completed within 30 days after the end date of the period of performance.

13. Task Order Administration

The task order will be administered by:

U.S. Department of Energy
Environmental Management Consolidated Business Center
250 E. 5th Street Suite 500
Cincinnati, OH 45202

Contracting Officer: LeAnn Brock
Phone: 513-246-0563
Fax: 513-246-0529
Email: leann.brock@emcbc.doe.gov

Contracting Officer's Representative (COR): Mell Roy
Phone: 513-246-0578
Fax: 513-246-0524
Email: mell.roy@emcbc.doe.gov

14. Task Order Technical Monitor (TM)

TMs may be designated by separate letters by the COR. The TM assists the COR in the scope of oversight of the Contractor's work duties. The TM is not authorized to change any terms and conditions of the task order. Changes may be made only by properly written modification(s) to the task order issued by the CO.

15. Interface with Other DOE Contractors

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 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.

16. Contractor Employee Training

The Contractor shall ensure that all employees that perform services under this Contract attend mandatory DOE-provided security and/or safety training, as directed by the CO or COR (usually within 30 days of the first date of performance on this Contract and at least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

17. Government Furnished Property (GFP)

For work to be performed at a Government facility (i.e. EMCBC , Cincinnati and EMCBC DFC, Denver) under this task order, the Contractor's employees will be furnished with office spaces, utilities (including telephone service, faxing capabilities, internet service, and network services), equipment (including computers, monitors, telephones, printers, fax machines, and copiers), furniture and software. The contractor's computers will be connected to the EMCBC's computer network. Any purchases for replacement of equipment or other government furnished property, or non-standard software programs must be approved by the CO prior to purchase as a material cost under the task order. The contractor shall be responsible for managing all government furnished property in accordance with requirements in FAR 52.245-1 Government Property. Government vehicles for transportation between the Contractor and Government facility are not provided. The contractor is responsible to provide transportation for its employees.

18. Computer Security

Access to EMCBC computer systems, email and network is established by issuing an account. An account will only be granted to employees and subcontractors that have a successfully completed background check and have read and signed an EMCBC Computer User Rules of Behavior form. Contractor is responsible for maintaining signed copies of Computer User Rules of Behavior forms for all employees and Subcontractors. Contractor shall comply with DOE Order 205.1B, Cyber Security Management. Contractor will consult with CBFO Information System Security Manager and CBFO Information System Security Officer for requests for approvals, in accordance with WIPP Computer Security policies and procedures.

19. Submission of Vouchers/Invoices DOE-G-1001

Contractors should 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.

Submitting electronically provides benefits to vendors by:

- Reducing the cost of paper and postage
- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
- Immediately interfacing vouchers to DOE's accounting system saving several days of mail and manual processing time
- Decreasing potential errors caused by manual input
- Facilitating the prompt payment of vouchers

To obtain access to and to 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. Please do not send a paper copy of a voucher that has been submitted electronically.

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 Hours (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.
- (vi) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(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, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category. Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included. 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. All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

20. Correspondence Procedures

All correspondence submitted by the contractor (*except for invoices and reports*) shall be subject to the following procedures:

Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with a concurrent information copy of the correspondence provided to the assigned DOE Contracting Officer as specified below.

Non-technical Administrative Correspondence. All other correspondence shall be addressed to the DOE Contracting Officer, with a concurrent information copy of the correspondence provided to the designated DOE Contract Specialist.

Subject Line(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated: Subject: Contract No. DE-EM000TBA (Insert subject topic after contract number)

21. Modification Authority

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

1. Accept nonconforming work
2. Waive any requirement of this task order, or
3. Modify any term or condition of this task order.

22. Contractor Identification While on DOE Installation

On-site contractor personnel working within Government facilities on a continuous basis, part-time or full-time, must be recognizable as contractors while in government facilities. This shall be accomplished by wearing of appropriate identification badges (to be issued by EMCBC) as applicable by site location. Additionally, if contractor personnel are required to answer any telephone at the Government work site(s) they shall identify themselves as contractor employees.

23. Non Displacement of Qualified Workers Under Service Contracts

- (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."

23. Representations, Certifications and Other Statements of the Offeror

The signed Representations, Certifications, and Other Statements of the Offeror, dated July 26, 2012 for this contract are, incorporated by reference into and made a part of this task order.

24. Lobbying Restrictions (Consolidated Appropriations Act, 2012)

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 regulations.

25. Organizational Conflict of Interest Restrictions

In accordance with FAR 9.502, in performing or by performing this contract, it is possible a potential or actual organizational conflict of interest may occur and consequently, some restrictions on future activities of the contractor in participating in future acquisitions or contracts may be required.

26. Green Purchasing

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, 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 Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and wellbeing of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of 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. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

27. Obligation Funds

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$500,000.00 have been allotted for obligation and are available for payment of services provided from the effective date of this contract through June 30, 2013. Performance under this task order shall be subject to the availability of funds from which payment for task order purposes can be made.

The following DOE Orders and Manuals are incorporated by reference:

- DOE O 226.1A Implementation of Department of Energy Oversight Policy
- DOE O 436.1 Departmental Sustainability
- DOE M 205.1B Department of Energy Cyber Security Program Manual
- DOE M 470.4-1 Safeguards and Security program Planning and Management (Chg1)
- DOE M 470.4-2 Physical Protection (Chg 1)
- DOE M 470.4-3 Protective Force (Chg 1)
- DOE M 470.4-4 Information Security (Chg 1)
- DOE M 470.4-5 Personnel Security

Deliverables:

	Title	Reference	Frequency	Approval
1.	Project Plan	Attachment 1, Section 4.2	As requested	COR

ATTACHMENT 2
PRICE SCHEDULE

Price Schedule:

Base Period: September 1, 2012 to August 31, 2013

Labor Category	Estimated Labor Hours	Labor Rates	Not to Exceed Estimated Total Labor Cost ¹
Clerical	60	\$35.82	\$2,149.20
Data Entry, Sr.	60	\$42.21	\$2,532.60
Computer Programmer	50	\$69.72	\$3,486.00
Information Specialist	60	\$69.37	\$4,162.20
Sr. Information Specialist	100	\$130.11	\$13,011.00
Sr. Computer Programmer	75	\$104.07	\$7,805.25
Regulatory Analyst	140	\$72.91	\$10,207.40
Expert Environmental Consultant	200	\$206.60	\$41,320.00
Regulatory Specialist	120	\$81.74	\$9,808.80
Staff Information Specialist	100	\$48.61	\$4,861.00
Staff Paralegal	1,856	\$41.38	\$76,801.28
Senior Paralegal	1,856	\$92.24	\$171,197.44
Program Manager	75	\$143.21	\$10,740.75
Senior Regulatory Specialist	60	\$123.08	7,384.80
Subcontractor(s): [provide subcontractor name]			
SAIC	1,856	\$124.72	\$231,480.32
Wright Water Engineers - 1	30.0	\$173.63	\$5,208.90
Wright Water Engineers - 2	30.0	\$153.59	\$4,607.70
Wright Water Engineers - 3	30.0	\$114.64	\$3,439.20
Wright Water Engineers - 4	30.0	\$100.17	\$3,005.10
Wright Water Engineers - 5	30.0	\$80.14	\$2,404.20
Wright Water Engineers - 6	30.0	\$73.46	\$2,203.80
		Not to Exceed Total Estimated Subcontract ²:	\$252,349.22
Travel Not to Exceed			
			\$100,000.00
Material Not to Exceed			
			\$10,000.00
Estimated Total	6,848	Not to Exceed Total Cost ³	727,816.94

¹ Estimated labor hours may vary provided the total cost is within the NTE.

² Prior approval by the Contracting Officer is required for amount that exceeds each of the subcontracts.

³ The Contractor is authorized to apply up to, but not exceeding, 5% G&A and 6% profit to Subcontract costs.

ATTACHMENT 2 Continued:

Option Period 1: September 1, 2013 to August 31, 2014

Labor Category	Estimated Labor Hours	Labor Rates	Estimated Total Labor Cost ¹
Clerical	60	\$36.75	\$2,205.00
Data Entry, Sr.	60	\$43.31	\$2,598.60
Computer Programmer	50	\$71.53	\$3,576.50
Information Specialist	60	\$71.17	\$4,270.20
Sr. Information Specialist	100	\$133.49	\$13,349.00
Sr. Computer Programmer	75	\$106.78	\$8,008.50
Regulatory Analyst	140	\$74.81	\$10,473.40
Expert Environmental Consultant	200	\$211.97	\$42,394.00
Regulatory Specialist	120	\$83.87	\$10,064.40
Staff Information Specialist	100	\$49.87	\$4,987.00
Staff Paralegal	1,856	\$42.46	\$78,805.76
Senior Paralegal	1,856	\$94.64	\$175,651.84
Program Manager	75	\$146.93	\$11,019.75
Senior Regulatory Specialist	60	\$126.28	\$7,576.80
Subcontractor(s), if applicable: [provide subcontractor name]			
SAIC	1,856	\$127.96	\$237,493.76
Wright Water Engineers - 1	30.0	\$178.14	\$5,344.33
Wright Water Engineers - 2	30.0	\$157.58	\$4,727.50
Wright Water Engineers - 3	30.0	\$117.62	\$3,528.62
Wright Water Engineers - 4	30.0	\$102.77	\$3,083.23
Wright Water Engineers - 5	30.0	\$82.22	\$2,466.71
Wright Water Engineers - 6	30.0	\$75.37	\$2,261.10
		Not to Exceed Total Estimated Subcontract ²:	\$258,905.25
Travel Not to Exceed			\$100,000.00
Material Not to Exceed			\$10,000.00
Estimated Total	6,848	Not to Exceed Total Cost ³	\$743,886.00

¹ Estimated labor hours may vary provided the total cost is within the NTE.

² Prior approval by the Contracting Officer is required for amount that exceeds each of the subcontracts.

³ The Contractor is authorized to apply up to, but not exceeding, 5% G&A and 6% profit to Subcontract costs.

ATTACHMENT 2 Continued:

Option Period 2: September 1, 2014 to August 31, 2015

Labor Category	Estimated Labor Hours	Labor Rates	Estimated Total Labor Cost ¹
Clerical	60	\$37.71	\$2,262.60
Data Entry, Sr.	60	\$44.44	\$2,666.40
Computer Programmer	50	\$73.39	\$3,669.50
Information Specialist	60	\$73.02	\$4,381.20
Sr. Information Specialist	100	\$136.96	\$13,696.00
Sr. Computer Programmer	75	\$109.56	\$8,217.00
Regulatory Analyst	140	\$76.76	\$10,746.40
Expert Environmental Consultant	200	\$217.48	\$43,496.00
Regulatory Specialist	120	\$86.05	\$10,326.00
Staff Information Specialist	100	\$51.17	\$5,117.00
Staff Paralegal	1,856	\$43.56	\$80,847.36
Senior Paralegal	1,856	\$97.10	\$180,217.60
Program Manager	75	\$150.75	\$11,306.25
Senior Regulatory Specialist	60	\$129.56	\$7,773.60
Subcontractor(s), if applicable: [provide subcontractor name]			
SAIC	1,856	\$131.29	\$243,674.24
Wright Water Engineers - 1	30.0	\$182.78	\$5,483.28
Wright Water Engineers - 2	30.0	\$161.68	\$4,850.42
Wright Water Engineers - 3	30.0	\$120.68	\$3,620.36
Wright Water Engineers - 4	30.0	\$105.45	\$3,163.40
Wright Water Engineers - 5	30.0	\$84.36	\$2,530.84
Wright Water Engineers - 6	30.0	\$77.33	\$2,319.89
		Not to Exceed Total Estimated Subcontract ²:	\$265,642.43
Travel Not to Exceed			\$100,000.00
Material Not to Exceed			\$10,000.00
Estimated Total	6,848	Not to Exceed Total Cost ³	\$760,365.34

¹ Estimated labor hours may vary provided the total cost is within the NTE.

² Prior approval by the Contracting Officer is required for amount that exceeds each of the subcontracts.

³ The Contractor is authorized to apply up to, but not exceeding, 5% G&A and 6% profit to Subcontract costs.

**ATTACHMENT 3
CLAUSES**

1. FAR 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (May 2012)

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

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

2. FAR 52.215-23 Limitations on Pass-Through Charges (Oct 2009)

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

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor,” as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

- (b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.
- (c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—
 - (1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
 - (2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;
 - (1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and
 - (2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.
- (e) Access to records.

- (1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.
- (2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the task order expires.

4. FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

5. DEAR 952.202-1 Definitions (FEB 2011)

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

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

6. DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)

As prescribed in 903.971, insert the following clause:

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

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

7. DEAR 952.204-2 Security Requirements (MAY 2011)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

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

(c) *Definition of Classified Information.* The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under 193 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. 194 (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d). (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared

employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning. (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug. (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted. (vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization--

- A. The date(s) each Review was conducted;
- B. Each entity that provided information concerning the individual;
- C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
- D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and 195 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, 196 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.

8. DEAR 952.204-70 Classification / Declassification (SEP 1997)

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

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

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

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

9. DEAR 952.204-75 Public Affairs (DEC 2000)

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and

activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.

- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

10. DEAR 952.204-77 Computer Security (AUG 2006)

- (a) Definitions.
 - (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

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

- (1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer, and,
- (2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.
- (3) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.
- (4) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.
- (5) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

11. DEAR 952.208-70 Printing (APR 1984)

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

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained

from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

12. DEAR 952.209-8 Organizational Conflicts of Interest Disclosure (June 1997)

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the Contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) A Contractor notified that it is the apparent successful Contractor shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual Contracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) The statement must contain the following:
 - (1) A statement of any past (within the past twelve months), present, or currently planned financial, Contractual, organizational, or other interests relating to the performance of the statement of work. For Contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the Contractor who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and Contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
 - (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant Contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the

Contract in question has been communicated as part of the statement required by (b) of this provision.

13. DEAR 952.209-72 Organization Conflicts of Interest (AUG 2009)

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

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

(2) Access to and use of information.

- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans,

internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—

- (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
- (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
 - (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

- (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
- (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

14. DEAR 952.242-70 Technical Direction (DEC 2000)

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

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

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

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

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

(1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

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

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

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

15. Listing of Task Order Clauses Incorporated by Reference

Full text of the clauses incorporated by reference is found in:

<https://www.acquisition.gov/far/>
<http://management.energy.gov/DEAR.htm>

In addition to the clauses of the GSA Schedule contract, the following contract clauses also apply and are hereby incorporated by reference.

<u>Number</u>	<u>Date</u>	<u>Title</u>
52.203-5	APR 1984	Covenant Against Contingent Fees
52.203-7	OCT 2010	Anti-Kickback Procedures

52.203-8	JAN 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	JAN 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	OCT 2010	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	MAY 2011	Printed or Copied Double-Sided on Recycled Paper
52.204-7	FEB 2012	Central Contractor Registration
52.204-9	JAN 2011	Personal Identity Verification of Contractor Personnel
52.209-6	DEC 2010	Protecting the Government's Interest when subcontracting with Contractors Debarred, suspended, or Proposed for Debarment
52.215-2	OCT 2010	Audits and Records – Negotiation
52.216-7	JUN 2011	Allowable Cost and Payment
52.219-8	JAN 2011	Utilization of Small Business Concerns
52.222-54	JUL 2012	Employment Eligibility Verification
52.223-2	JUL 2012	Affirmative Procurement of Biobased Products Under Service and Construction Contracts
52.223-6	MAY 2001	Drug-Free Workplace
52.223-15	DEC 2007	Energy Efficiency in Energy-Consuming Products
52.223-16	DEC 2007	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (required, when applicable)
52.223-17	MAY 2008	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
52.232-22	APR 1984	Limitation of Funds
52.232-7	FEB 2007	Payments under Time-and-Materials and Labor-Hour Contracts
52.232-17	OCT 2010	Interest
52.232-25	OCT 2008	Prompt Payment
52.242-3	MAY 2001	Penalties for Unallowable Costs
52.243-3	SEP 2000	Changes - Time-and-Materials or Labor-Hours
52.244-2	OCT 2010	Subcontracts
52.245-1	APR 2012	Government Property
52.245-9	APR 2012	Use and Charges
52.246-6	MAY 2001	Inspection – Time-and-Material and Labor-Hour
52.246-25	FEB 1997	Limitation of Liability—Services
52.249-6	APR 1984 MAY 2004	Termination (Cost-Reimbursement) ALT
52.249-14	APR 1984	Excusable Delays
52.253-1	JAN 1991	Computer Generated Forms