

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 03/01/2011		2. CONTRACT NO. (If any) GS10F0300W		6. SHIP TO:	
3. ORDER NO. DE-DT0002462		4. REQUISITION/REFERENCE NO. 11EM001565		a. NAME OF CONSIGNEE EMCBC	
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				b. STREET ADDRESS US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500	
				c. CITY Cincinnati	e. ZIP CODE 45202
7. TO: CELESTE CLAWSON				f. SHIP VIA	
a. NAME OF CONTRACTOR TECHNICAL RESOURCES GROUP INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 3765 Sunnyside Road				REFERENCE YOUR:	
d. CITY IDAHO FALLS				e. STATE ID	
				f. ZIP CODE 834066815	
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE EMCBC	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF			14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 04/01/2011	16. DISCOUNT TERMS NET 30
a. INSPECTION Destination		b. ACCEPTANCE Destination			

**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)
	DUNS Number: 039394239 Provide technical support to the DOE Transportation Emergency Preparedness Program (TEPP) (see additional pages) Fund: 01250 Appr Year: 2011 Allottee: 33 Report Entity: 490800 Object Class: 25200 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				\$4,034,665.70	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				\$4,034,665.70	
c. CITY		d. STATE		e. ZIP CODE				
Oak Ridge		TN		37831				

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) Loretta E. Parsons TITLE: CONTRACTING/ORDERING OFFICER		
Signature on File					

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 03/01/2011	CONTRACT NO. GS10F0300W	ORDER NO. DE-DT0002462
-----------------------------	----------------------------	---------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Program: 1110922 Project: 0004164 WFO: 0000000 Local Use: 0000000 Period of Performance: 04/01/2011 to 03/31/2016					
00001	Base Period of Performance (April 1, 2011 to Sept. 30, 2011) Line item value is:: \$382,202.70 Incrementally Funded Amount: \$179,000.00				382,202.70	
00002	Option 1 (Oct. 1, 2011 to Sept. 30, 2012) (Option Line Item) Line item value is:: \$780,727.20				780,727.20	
00003	Option 2 (Oct. 1, 2012 to Sept. 30, 2013) (Option Line Item) Line item value is:: \$797,580.60				797,580.60	
00004	Option 3 (Oct. 1, 2013 to Sept. 30,2014) (Option Line Item) Line item value is:: \$815,062.60				815,062.60	
00005	Option 4 (Oct. 1, 2014 to Sept. 30, 2015) (Option Line Item) Line item value is:: \$833,157.40				833,157.40	
00006	Option 5 (Oct. 1, 2015 to March 31, 2016) (Option Line Item) Line item value is:: \$425,935.20				425,935.20	

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

**\$4,034,665.70**

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 45

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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		a. NAME OF CONSIGNEE EMCBC	

b. STREET ADDRESS US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500		c. CITY Cincinnati	d. STATE OH	e. ZIP CODE 45202
7. TO: CELESTE CLAWSON		f. SHIP VIA		
a. NAME OF CONTRACTOR TECHNICAL RESOURCES GROUP INC		8. TYPE OF ORDER		

b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 3765 Sunnyside Road	REFERENCE YOUR:	

d. CITY IDAHO FALLS	e. STATE ID	f. ZIP CODE 834066815	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
9. ACCOUNTING AND APPROPRIATION DATA			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

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c. CITY	d. STATE	e. ZIP CODE		
	Oak Ridge	TN	37831	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Loretta E. Parsons TITLE: CONTRACTING/ORDERING OFFICER
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SCHEDULE - CONTINUATION**

PAGE NO

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CONTRACT NO.  
GS10F0300W

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TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$4,034,665.70	

**Task Order  
DE-DT-0002462  
for**

**Transportation Emergency Preparedness Program  
(TEPP)  
under the GSA Contract No. CS-10F-0300W**

**Task Order Issued by:  
Department of Energy,  
Environmental Management Consolidated Business Center (EMCBC)**

# Table of Content

**ATTACHMENT 1** ..... 3  
    **STATEMENT OF WORK**..... 3  
**ATTACHMENT 2** ..... 22  
    **CLAUSES** ..... 22  
**ATTACHMENT 3** ..... 36  
    **PRICING SCHEDULES**..... 36  
**ATTACHMENT 4** ..... 42  
    **LIST A - List of Applicable Laws and Regulations**..... 42  
    **LIST B – List of Applicable DOE Directives**..... 42

**ATTACHMENT 1**

**STATEMENT OF WORK**  
**for**  
**Transportation Emergency Preparedness**  
**Program Contract**

## **Statement of Work**

### **Transportation Emergency Preparedness Program (TEPP) Contract**

#### **1.0 Task Order Overview and General Requirements**

The Contractor shall provide technical support to the DOE Transportation Emergency Preparedness Program (TEPP). Within the DOE Office of Environmental Management, the Office of Packaging and Transportation, EM-45, implements the complex-wide TEPP to address preparedness issues for shipments of radiological material and waste. As an element of the DOE Comprehensive Emergency Management System, TEPP provides support to Federal, state, tribal, and local authorities to prepare for a response to a transportation incident/accident involving DOE shipments of radiological material. TEPP, by integrating transportation and emergency preparedness activities, takes a coordinated approach to addressing the emergency response concerns of state, tribal, and local officials affected by DOE shipments. TEPP also ensures responders have access to the model plans and procedures, training, and technical assistance necessary to prepare and respond safely, efficiently, and effectively to transportation incidents/accidents.

#### **2.0 SCOPE OF WORK**

##### **2.1 Technical Services**

- 2.1.1 The Contractor shall conduct reviews of state and federal regulations and standards to identify current requirements and changes in regulations that may impact the program. The Contractor shall use the results of those reviews to develop solutions for use by state, tribal, and local emergency response organizations to safely respond and resolve an emergency involving a radiological transportation incident.
  
- 2.1.2 The contractor shall identify recommendations and develop solutions to reduce or eliminate TEPP redundancy with other federal radiological training programs. The Contractor shall coordinate with the National Transportation Stakeholders Forum, Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), National Fire Protection Association (NFPA), American National Standards Institute (ANSI), Health Physics Society (HPS), Continuing Education Coordinating Board of Emergency Medical Services (CECBEMS), State Regional Groups, International Fire Service Training Association/Oklahoma State University Fire Protection Publications (ISFSTA/OSU-FPP), and other government and nongovernment technical organizations as necessary to resolve technical and stakeholder issues.
  
- 2.1.3 The contractor shall have a standing association or membership on standards/guidance development committees in areas directly related to TEPP-type activities, (for example, the National Fire Protection

Association). The contractor shall perform routine communication with agency officials, and participate in state, tribal and local technical outreach and services activities. This shall include the development and/or revision of nationally implemented emergency services training manuals/programs, nationally implemented training competencies for emergency responders, and/or emergency operations plans or procedures.

- 2.1.4 The Contractor shall assist in the conduct of up to two (2) exercises (at locations to be determined by the Department) to validate responder capability to mitigate a radiological transportation incident. The contractor shall provide:
- assistance to the state or tribe in completing an upfront needs assessment and after action report;
  - participating in periodic planning meetings;
  - conducting responder, controller and evaluator training;
  - completing scenario development;
  - the calculation of radiological source terms;
  - providing exercise props (wrecked vehicles, moulaged victims, sources, etc); and
  - any other logistics required to successfully complete the exercise in compliance with the Homeland Security Exercise Evaluation Program (HSEEP).
- 2.1.5 The contractor shall provide support services in developing training videos and producing videos of various TEPP-type activities including exercises.
- 2.1.6 The contractor shall support DOE in updating and maintaining information in the TEPP website and links (e.g., OTEP) to ensure current and relevant information is provided for the TEPP.

## **2.2 Training Development and Delivery**

- 2.2.1 The Contractor shall provide an instructional staff that has documented skill and qualifications in delivering the TEPP training programs at a national level and has experience in dealing with emergency response to a transportation incident involving radioactive material. The instructional staff shall be knowledgeable of DOE shipping activities, particularly those involving radiological wastes. The contractor shall have instructors that have completed the DOE Modular Emergency Response Radiological Transportation Training Program (MERRTT) Train-the-Trainer program and have at least 2 years of experience in teaching the TEPP training programs, and have demonstrated proficiency in training development and delivery to emergency responder audiences. Skilled/qualified instructors shall have

knowledge in fire service operations, hazardous materials response, law enforcement, emergency medical services and operational health physics and have a working knowledge of DOT 49 CFR regulations.

2.2.2 The Contractor shall deliver training to emergency responder audiences at up to 75 MERRTT classes annually at various locations across the nation. The contractor shall ensure the training curriculum covers the most current regulations and standards.

2.2.3 The Contractor shall be responsible for maintaining and updating all TEPP Training and Planning Products which include the Model Needs Assessment, Model Plans and Procedures, and Drills-in-a-Box exercise packages.

2.2.4 The Contractor shall use a consensus development review group, made up of representatives from various state emergency management and radiation authorities, national emergency services organizations and DOE, to review and approve program revisions or content of new training programs.

### **2.3 Central Operations Center**

The contractor shall establish a Central Operations Center for the DOE TEPP. The objective of the Central Operations Center is to provide efficient, consolidated, and quality services to support the DOE TEPP functions. This support shall include, but not be limited to the following functions:

- Schedule training deliveries and conference presentations at regional and national-level responder conferences;
- Maintain a minimum of 2 TEPP display systems (e.g., includes panels with pictures and text to describe the program) that can be used as an outreach tool at regional and national conferences;
- Instructional support for DOE TEPP deliveries conducted throughout the nation to include production and shipping of all course materials; shipping and maintenance of Instructor GoKits, Instrument GoKits, and Hands-on Exercise GoKits;
- Coordinate props, sources, and other items for exercises;
- Production of TEPP fact sheets and printed product CDs, training CD-ROMs, training manuals and other course materials, RAM information flat sheets, and associated administrative materials (exams, rosters, etc.) used in TEPP training deliveries;
- Warehouse and ship TEPP displays, TEPP GoKits, factsheets, CDs, and training manuals to and from training and conference locations;
- Maintain all GoKits and TEPP displays to include ordering and stocking consumables used in TEPP training sessions such as coveralls, blankets, gloves, radioactive material packages, button sources, etc.;
- Maintain all radiological survey instruments used in TEPP training sessions;

- Maintain the web-based TEPP National Train-the-Trainer schedule, TEPP National Exercises Schedule, TEPP 24-hour Point of Contact listing (updated semiannually), and the student database;
- Manage TEPP training course completion certificates for users not participating in the internet based student database. This will involve entering students into the student database and then creating, printing, and mailing course completion certificates to students;
- Facilitate and transfer/transition the Central Operations Center, if necessary, at the end of the contract period, Attend the TEPP Annual Review meeting.

The contractor shall use the government negotiated shipping rate with Federal Express for all shipment of materials.

## **2.4 Reports and Deliverables**

- 2.4.1 The Contractor shall prepare and submit to the DOE, monthly progress reports summarizing the work accomplished within 15 days from month end.
- 2.4.2 The Contractor shall prepare and submit to the DOE, an annual report that summarizes on training provided and exercises conducted. In addition, the annual report shall describe reviews planned for the next contract period of performance. The report shall be submitted within 30 days from the year end.
- 2.4.3 The contractor shall prepare and submit to the DOE, monthly cost and financial status reports within 15 days from month end.
- 2.4.4 The Contractor shall provide an implementation plan for the validation exercises described in Paragraph 2.1.4 in this section for DOE review and approval, 90 days prior to the start of the exercise.
- 2.4.5 The Contractor shall provide an after action report, including immediate feedback report, detailing the results of each exercise conducted as described in Paragraph 2.1.4 in this section for DOE review and approval, within 30 days from the end of each exercise.
- 2.4.6 The Contractor shall provide a description of each training program developed in accordance with 2.2 in this section, for review and approval 30 days prior to the start of the first class given for that program. Any variations to a training program shall be submitted for review and approval 30 days prior to the implementation of the revision.

- 2.4.7 The Contractor shall provide all TEPP planning products described in 2.2.3 in this section, for DOE review and approval, 30 days before the start of the first TEPP class.
- 2.4.8 The Contractor shall provide electronic access, by parties specified by DOE, to the delivery and conference schedules, TEPP National Train-the-Trainer and National Exercise Schedules, TEPP 24 hour Point of Contact listing and the student database.

**Reports and Deliverables Summary**

**Report Distribution List and Due Dates**

	<b>Report</b>	<b>Frequency</b>	<b>Copies</b>	<b>Due Date</b>	<b>SOW Reference</b>
1.	Progress Report	M	3	Within 15 days of month end	2.4.1
2.	Annual Report	A	3	Within 30 days of year end	2.4.2
3.	Financial Status Report	M	3	Within 15 days of month end	2.4.3
4.	Validation Exercise Implementation Plan	R	3	90 days prior to start of the exercise	2.4.4
5.	After Action Report	R	3	30 days from the end of each exercise	2.4.5
6.	Training Program Description	R	3	30 days prior to the start of the program	2.4.6
7.	TEPP Training Products	R	3	30 days prior to the first TEPP class	2.4.7
8.	Electronic Access	R	TBD	TBD	2.4.8

Frequency Key: A=Annually  
M=Monthly  
R=As required by Section C

Distribution Address(es): Angela Cooney, Contract Specialist  
Department of Energy  
EMCBC  
250 East 5<sup>th</sup> St., Suite 500  
Cincinnati, OH 45202

Ella McNeil, Technical Monitor  
Department of Energy  
Transportation Emergency Preparedness Program  
Office of Packaging and Transportation, EM-45  
Phone: 301-903-7284  
Fax: 301-903-1431

### **3. Subtask Order Procedures**

- (a) Only the CO may issue subtask orders to the contractor, providing specific authorization or direction to perform work within the scope of the task order and as specified in the schedule.
- (b) Prior to issuing a subtask order, the COR will issue a request for a work plan from the Contractor which will contain a functional description of the work identifying the objectives or results desired from the contemplated subtask order, including any specific work products.
- (c) Within 10 calendar days after receipt of the COR's request, the Contractor shall submit a work plan conforming to the request which includes the technical description of the work, proposed schedule, labor categories, Direct Productive Labor Hours (DPLH), and other direct costs (if applicable).
- (d) After review and any necessary discussions, the COR will forward the work plan to the CO for incorporation into the subtask order.
- (e) The Contractor shall submit monthly subtask order progress reports. As a minimum, the reports shall contain the following information:
  - 1. Subtask order number.
  - 2. Total subtask order prices.
  - 3. Cost and hours incurred to date for each subtask order.
  - 4. Costs and hours estimated to complete each subtask order.
  - 5. Significant issues/problems associated with each subtask order.
  - 6. Status of the schedule for each subtask order.
  - 7. Cost summary of the status of all subtask orders issued under the task order.
- (f) Should any revision become necessary to the labor categories and hours in the task order, the Contractor shall promptly submit to the CO and COR a revised work plan with explanatory notes. Revised work plans submitted by the Contractor are subject to the review of the CO.

### **4. Obligation of Funds**

Pursuant to FAR52.232-22, Limitation of funds, total funds in the amount of \$ 179,000 are obligated herewith and made available for payment for work performed under this task order. Performance under this task order shall be subject to the availability of funds from which payment for task order purposes can be made.

### **5. Packaging**

- (a) 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).
- (b) Reports deliverable under this task order shall generally be transmitted via electronic format and an original copy mailed by use of first-class mail, unless the urgency of the deliverable sufficiently justifies the use of a commercially-available overnight mail service. The Contractor shall not utilize certified or registered mail or private parcel

delivery service for the distribution of reports under this task order without the advance approval of the CO.

## **6. Marking**

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

## **7. Term of Task Order**

The base period of this Task Order will be from April 1, 2011 to September 30, 2011. 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.

In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing, by the Contracting Officer. When deciding whether to exercise an option, the Contracting Officer will consider a number of factors, including, but not limited to the authorization and appropriation of funds for such purposes and the quality of the contractor's performance under the contract.

This task order may be extended through exercise of five option periods for a total performance period of 60 months. The government will provide the contractor with its intent to exercise the Option Period within 60 days in accordance with FAR 52.217-9. The contractor consents to the exercise of the options in accordance with the statutory, regulatory, and contract requirements pertaining to the exercise of the option(s)

- Base Period: April 1, 2011 through September 30, 2011
- Option 1: October 1, 2011 through September 30, 2012
- Option 2: October 1, 2012 through September 30, 2013
- Option 3: October 1, 2013 through September 30, 2014
- Option 4: October 1, 2014 through September 30, 2015
- Option 5: October 1, 2015 through March 31, 2016

## **8. Principal Place(s) of Performance**

The principal place of performance shall be at the Contractor's chosen facility. Work activities may require travel to different locations as required to perform the SOW and as directed by the Contracting Officer. The contractor will need to support personnel working at multiple locations throughout the DOE complex simultaneously. The CO may identify other locations if needed, where work may be performed.

## **9. Task Order Administration**

The task order will be administered by:

U.S. Department of Energy  
Environmental Management Consolidated Business Center (EMCBC)  
250 E. 5<sup>th</sup> Street, Suite 500  
Cincinnati, OH 45202

Contracting Officer: Angela Cooney  
Phone: 513-246-0562 Fax: 513-246-0529  
Email: Angela.Cooney@emcbc.doe.gov

Technical Monitor: Ella McNeil  
Department of Energy  
Transportation Emergency Preparedness Program  
Office of Packaging and Transportation, EM-45  
Phone: 301-903-7284 Fax: 301-903-1431  
Email: Ella.McNeil@em.doe.gov

Contracting Officer's Representative (COR): TBD  
Phone:  
Email:

## **10. 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.

## **11. Correspondence Procedures**

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

- (a) Technical Correspondence. With the exception of 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 task order, technical correspondence shall be addressed to the DOE COR and appropriate TM, with an information copy of the correspondence to the DOE CO.
- (b) Other Correspondence. All other correspondence shall be addressed to the designated DOE CO, with an information copies of the correspondence to the DOE COR.
  - (c) Subject Line(s). All correspondence shall contain a subject line commencing with the task order number and appropriate task order number, as illustrated below:  
"SUBJECT: Task Order No. **DE-DT-0002462** (Insert subject topic after order number (e.g., "Request for Change in Work Hours"))".

## **12. Submission of Vouchers/Invoices (DOE-G-1001 Billing Instructions)**

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on Time-and-Materials type contracts pursuant to FAR52.232-7, Payments Under Time-and-Materials and labor-Hours Contracts.

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

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

### **(1) Statement of Cost**

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

- (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

- (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
  - (iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.
  - (v) The total fee billed, retainage amount, and available fee must be shown.
  - (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.

The Contractor shall submit the invoice to the addressees prescribed below:

1. To the Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <http://finweb.oro.doe.gov>
2. And copies mailed to the Contracting Officer and Contracting Officer's Representative as the following addresses:

One copy to:

U.S. Department of Energy  
Environmental Management Consolidated Business Center (EMCBC)  
Attn: Angela Cooney, Contracting Officer  
250 E. 5<sup>th</sup> Street, Suite 500

Cincinnati, OH 45202  
Email at: Angela.Cooney@emcbc.doe.gov

One copy to:  
U.S. Department of Energy  
Transportation Emergency Preparedness Program  
Office of Packaging and Transportation, EM-45  
Attn: Ella McNeil, Technical Monitor  
Email at: Ella.McNeil@em.doe.gov

3. Each invoice submitted shall include the following:
  - Task order Number
  - Contractor Name
  - Date of Invoice
  - Invoice Number
  - Total Amount of Invoice
  - Period Covered or Items Delivered
  - Cumulative Amount Invoiced to Date

Inquiries regarding the status of an invoice should be directed to the Oak Ridge Financial Center at (888) 251-3557, [orfscmail@oro.doe.gov](mailto:orfscmail@oro.doe.gov), web site: [https://orfsc.oro.doe.gov/payment services/contactsl.htm](https://orfsc.oro.doe.gov/payment_services/contactsl.htm), or by contacting the Administrative CO.

### **13. Representations, Certifications and Other Statements of the Offeror**

The Representations, Certifications, and Other Statements of the Offeror, dated November, 24, 2010 for this contract are, incorporated by reference into and made a part of this task order.

### **14. Non-supervision of Contractor Employees on Government Facilities**

The Government shall not exercise any supervision or control over contractor employees performing services under this contract in any manner that may constitute the establishment of an “employer-employee” relationship. The contractor’s employees shall be accountable solely to the contractor’s management, who in turn are responsible to the Government.

### **15. Modification Authority**

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

- (a) Accept nonconforming work,
- (b) Waive any requirement of this task order, or
- (c) Modify any term or condition of this task order.

## **16. Confidentiality of Information**

- (a) To the extent that the work under this task order requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:
1. Information which, at the time of receipt by the Contractor, is in public domain;
  2. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
  3. Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
  4. Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the CO, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the task order.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this task order, and to supply a copy of such agreement to the CO.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all appropriate subcontracts.

## **17. Key Personnel and Other Personnel**

The personnel listed below are considered essential to the work being performed under this task order. Prior to removing, replacing, or diverting any of the listed or specified personnel, the Contractor shall notify the CO reasonably in advance (not less than thirty (30) days) and submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this task order. No diversion shall be made by the contractor without the written consent of the CO. Whenever, for

any reason, one or more of the following employees is unavailable for assignment for work under this task order, the contractor shall, with the approval of the CO, replace such employee with an employee of substantially equal abilities and qualifications with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce.

This clause may be amended from time to time during the course of the task order to either add or delete personnel, as appropriate.

<u>NAME</u>	<u>TITLE</u>
<b>Tom Clawson</b>	<b>Program Manager</b>
<b>Ken Keaton</b>	<b>Senior Technical support Specialist</b>

Key personnel must have a minimum of 2 years experience in delivering TEPP-type training, must have completed the MERRTT Train-the-Trainer and is actively using the material for training purposes, and must have experience in conducting TEPP-type radiological transportation exercises.

**Other Key Personnel:** The instructors must have completed DOE MERRTT Train-the Trainer program and have a minimum of 2 years of experience in demonstrated proficiency in radiological transportation training delivery at the national level for diverse emergency responder audiences.

### **18. Contractor Employee Training**

The contractor shall ensure that **all** employees attend mandatory DOE-provided security and/or safety training, as directed by the DOE COR or site Safety Officer or representative (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.

### **19. Safety in the Work Area**

The contractor shall take all reasonable safety precautions in the performance of the work under this contract.

### **20. Lobbying Restrictions**

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.

## **21. 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.

## **22. Green Purchasing Under DOE Service Contracts**

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 well being 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, require the use of products that have biobased content, are energy efficient, or have recycled content.

## **23. Travel Costs**

Travel costs will be reimbursed in accordance with the rates approved in the Federal Travel Regulations for per diem and mileage.

**24. Government Furnished Property**

The equipment listed below will be provided to the contractor as Government Furnished Property. The contractor is responsible for maintaining the government furnished property in accordance with requirements in FAR 52.245-1 Government Property.

<b>EQUIPMENT INVENTORY LIST</b>		<b>EQUIPMENT INVENTORY LIST</b>	
<b>Asset or serial number</b>	<b>Item description (make and model)</b>	<b>Asset or serial number</b>	<b>Item description (make and model)</b>
200523	Ludlum Model 44-9	217020	Ludlum Model 3
257351	Ludlum Model 44-9	195898	Ludlum Model 3
226498	Ludlum Model 44-9	217244	Ludlum Model 3
226293	Ludlum Model 44-9	217144	Ludlum Model 3
283726	Ludlum Model 44-9	229508	Ludlum Model 3
283773	Ludlum Model 44-9	265646	Ludlum Model 2241-2
276373	Ludlum Model 44-38	265657	Ludlum Model 2241-2
284593	Ludlum Model 44-38		
284594	Ludlum Model 44-38		
226384	Ludlum Model 44-9	229335	Ludlum Model 3
241463	Ludlum Model 44-9	217313	Ludlum Model 3
226554	Ludlum Model 44-9	244184	Ludlum Model 3
226491	Ludlum Model 44-9	217268	Ludlum Model 3
283699	Ludlum Model 44-9	229365	Ludlum Model 3
283742	Ludlum Model 44-9	265652	Ludlum Model 2241-2
276391	Ludlum Model 44-38	265628	Ludlum Model 2241-2
284592	Ludlum Model 44-38		
170443	Ludlum Model 44-38		
283728	Ludlum Model 44-9	217219	Ludlum Model

<b>EQUIPMENT INVENTORY LIST</b>		<b>EQUIPMENT INVENTORY LIST</b>	
<b>Asset or serial number</b>	<b>Item description (make and model)</b>	<b>Asset or serial number</b>	<b>Item description (make and model)</b>
			3
238722	Ludlum Model 44-9	217235	Ludlum Model 3
226419	Ludlum Model 44-9	217139	Ludlum Model 3
154560	Ludlum Model 44-9	217104	Ludlum Model 3
203628	Ludlum Model 44-9	217229	Ludlum Model 3
226429	Ludlum Model 44-9	265573	Ludlum Model 2241-2
284588	Ludlum Model 44-38	265597	Ludlum Model 2241-2
284532	Ludlum Model 44-38		
200003	Ludlum Model 44-38		
241316	Ludlum Model 44-9	229798	Ludlum Model 3
283711	Ludlum Model 44-9	229434	Ludlum Model 3
241429	Ludlum Model 44-9	229316	Ludlum Model 3
241435	Ludlum Model 44-9	229909	Ludlum Model 3
283698	Ludlum Model 44-9	229460	Ludlum Model 3
241712	Ludlum Model 44-9	265585	Ludlum Model 2241-2
284611	Ludlum Model 44-38	265601	Ludlum Model 2241-2
284615	Ludlum Model 44-38		
199983	Ludlum Model 44-38		
283460	Ludlum Model 44-9	244059	Ludlum Model 3
283724	Ludlum Model 44-9	244055	Ludlum Model 3
257341	Ludlum Model 44-9	243978	Ludlum Model 3
241416	Ludlum Model 44-9	243953	Ludlum Model 3
257326	Ludlum Model 44-9	243945	Ludlum Model

<b>EQUIPMENT INVENTORY LIST</b>		<b>EQUIPMENT INVENTORY LIST</b>	
<b>Asset or serial number</b>	<b>Item description (make and model)</b>	<b>Asset or serial number</b>	<b>Item description (make and model)</b>
			3
226098	Ludlum Model 44-9	265618	Ludlum Model 2241-2
284603	Ludlum Model 44-38	265615	Ludlum Model 2241-2
284601	Ludlum Model 44-38		
258064	Ludlum Model 44-38	10	SAIC PD-3I-s dosimeters
3574-1138	Thermo IdentiFINDER		
1714	Fluke Ion Chamber		
101664002853	Thermo Inspector		

# **ATTACHMENT 2 CLAUSES**

**1. 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 45 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 60 months.

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

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

**3. 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.

#### **4. DEAR 952.204-77 Computer Security (AUG 2006)**

(a) Definitions.

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

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

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

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer, and,

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

#### **5. 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).

#### **6. 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 venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) 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.  
(End of clause)

#### Alternate I

In accordance with 909.507-2 and 970.0905, include the following alternate in the specified types of contracts.

(f) Subcontracts.

(1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract, " "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or

mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

(End of alternate)

**7. DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (APR 1984)**

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery

**8. 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."

## **9. DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)**

(a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting

officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

#### **10. DEAR 970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000)**

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

(1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.

- (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
  - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
- (1) Define the scope of work;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

#### **11. DEAR 970.5223-2 Affirmative Procurement Program. (MAR 2003)**

(a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13101 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.

(b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.

(c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.

(d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor

vehicle fleet. In situations in which the facility management Contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management Contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management Contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management Contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties

(e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

## **12. DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2000)**

(a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts. (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.

(2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

## 12. 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.

Number	Date	Title
52.202-1	JUL 2004	Definitions (As modified by DEAR 952.202-1)
52.203-3	APR 1984	Gratuities
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
52.203-11	SEP 2007	Certification and disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	OCT 2010	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	APR 2010	Contractor Code of Business Ethics and Conduct
52.204-4	AUG 2000	Printed or Copied Double-Sided on Recycled Paper
52.204-7	APR 2008	Central Contractor Registration
52.204-9	SEPT 2007	Personal Identity Verification of Contractor Personnel
52.207-5	FEB 1995	Option to Purchase Equipment
52.209-6	SEP 2006	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	DEC 2002	Allowable Cost and Payment
52.216-29	FEB 2007	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition
52.217-5	JUL 1990	Evaluation of Options
52.217-9	MAR 2000	Option to Extend the Term of the Contract
52.219-6	JUNE 2003	Notice of Total Small Business Set-Aside
52.219-8	MAY 2004	Utilization of Small Business Concerns
52.219-14	DEC 1996	Limitations on Subcontracting
52.222-3	JUNE 2003	Convict Labor
52.222-4	JUL 2005	Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-20	OCT 2010	Walsh-Healey Public Contracts Act
52.222-21	FEB 1999	Prohibition of Segregated Facilities
52.222-26	MAR 2007	Equal Opportunity
52.222-35	SEP 2010	Equal Opportunity for Veterans.
52.222-36	OCT 2010	Affirmative Action for Workers with Disabilities
52.222-43	SEP 2009	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts)
52.222-54	JAN 2009	Employment Eligibility Verification

52.223-2	DEC 2007	Affirmative Procurement of Biobased Products Under Service and Construction Contracts
52.223-5	AUG 2003	Pollution Prevention and Right-to-Know Information Alternate I
52.223-6	MAY 2001	Drug-Free Workplace
52.223-13	AUG 2003	Certification of Toxic Chemical Release Reporting
52.223-14	AUG 2003	Toxic Chemical Release Reporting
52.223-15	DEC 2007	Energy Efficiency in Energy-Consuming Products
52.223-17	MAY 2008	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
52.225-13	JUNE 2008	Restrictions on Certain Foreign Purchases
52.227-14	DEC 2007	Rights in Data—General, Alternate II
952.227-82	APR 1994	Rights to proposal data
52.229-3	APR 2003	Federal, State, and Local Taxes (Apr 2003)
52.232-7	FEB 2007	Payments under Time-and-Materials and Labor-Hour Contracts
52.232-17	OCT 2010	Interest
52.232-18	APR 1984	Availability of Funds
52.232-22	APR 1984	Limitation of Funds
52.232-23	JAN 1986	Assignment of Claims
52.232-25	OCT 2008	Prompt Payment
52.232-33	OCT 2003	Payment by Electronic Funds Transfer - Central Contractor Registration
52.233-1	JUL 2002	Disputes (Jul 2002)
52.233-3	AUG 1996	Protest after Award
52.233-4	OCT 2004	Applicable Law for Breach of Contract Claim
52.237-3	JAN 1991	Continuity of Services
52.242-3	MAY 2001	Penalties for Unallowable Costs
52.243-3	SEP 2000	Changes - Time-and-Materials or Labor-Hours
52.243-6	APR 1984	Change Order Accounting
52.244-2	OCT 2010	Subcontracts
52.244-6	OCT 2010	Subcontracts for Commercial Items
52.245-1	AUG 2010	Government Property
52.245-9	AUG 2010	Use and Charges
52.246-6	MAY 2001	Inspection – Time-and-Material and Labor-Hour
52.246-25	FEB 1997	Limitation of Liability—Services
52.248-1	OCT 2010	Value Engineering
52.249-4	APR 1984	Termination for Convenience of the Government (Services) (Short Form)
52.249-14	APR 1984	Excusable Delays
52.253-1	JAN 1991	Computer Generated Forms

# **ATTACHMENT 3**

## **PRICING SCHEDULES**

**1. Pricing Schedules**

**BASE PERIOD:**

**BASE PERIOD: April 1, 2011 through September 30, 2011**

<b>Labor Categories***</b>	<b>FTEs</b>	<b>Est. DPLH</b>	<b>Loaded Hourly Rate</b>	<b>Extended Price NTE</b>	<b>O.T. Rate*</b>
Program Manager	1	1000	\$74.40	\$74,400.00	N/A
Senior Technical Support Specialist	1	1000	\$74.40	\$74,400.00	N/A
Technical Support Specialist	1	850	\$56.95	\$48,407.50	N/A
Administrative Specialist	1	1000	\$30.62	\$30,620.00	N/A
Medical Specialist	1	30	\$170.84	\$5,125.20	N/A
Travel				\$60,000	
Other Direct Cost – Material**				\$85,000	
Material Handling Cost (if applicable)			5%	\$4,250.00	
G&A for ODC					
<b>Total</b>				<b>\$382,202.70</b>	

**\* For purposes of pricing this task order, no overtime hours are estimated; however, an overtime rate is established in the task order for each labor category that is considered non-exempt. All overtime must be approved in writing by the CO in advance of the overtime being performed.**

**\*\* Travel and ODC-Materials will be reimbursed on an actual cost basis up to the NTE value. All costs for materials shall be approved in advanced by the CO.**

**\*\*\* Additional categories may be proposed and awarded.**

**OPTION PERIODS:**

**OPTION 1: October 1, 2011 through September 30, 2012**

<b>Labor Categories***</b>	<b>FTEs</b>	<b>Est. DPLH</b>	<b>Loaded Hourly Rate</b>	<b>Extended Price NTE</b>	<b>O.T. Rate*</b>
Program Manager	1	2000	\$77.01	\$154,020.00	N/A
Senior Technical Support Specialist	1	2000	\$77.01	\$154,020.00	N/A
Technical Support Specialist	1	1700	\$58.94	\$100,198.00	N/A
Administrative Specialist	1	2000	\$31.60	\$63,380.00	N/A
Medical Specialist	1	60	\$176.82	\$10,609.20	N/A
Travel**				\$120,000	
Other Direct Cost – Material**				\$170,000	
Material Handling Cost (if applicable)			5%	\$8,500	
G&A for ODC					
<b>Total</b>				<b>\$780,727.20</b>	

**OPTION 2: October 1, 2012 through September 30, 2013**

<b>Labor Categories***</b>	<b>FTEs</b>	<b>Est. DPLH</b>	<b>Loaded Hourly Rate</b>	<b>Extended Price NTE</b>	<b>O.T. Rate*</b>
Program Manager	1	2000	\$79.70		N/A
Senior Technical Support Specialist	1	2000	\$79.70		N/A
Technical Support Specialist	1	1700	\$61.00		N/A
Administrative Specialist	1	2000	\$32.80		N/A
Medical Specialist	1	60	\$183.01		N/A
Travel**				\$120,000	
Other Direct Cost – Material**				\$170,000	
Material Handling Cost (if applicable)			5%	\$8,500	
G&A for ODC					
<b>Total</b>				<b>\$797,580.60</b>	

\* For purposes of pricing this task order, no overtime hours are estimated; however, an overtime rate is established in the task order for each labor category that is considered non-exempt. All overtime must be approved in writing by the CO in advance of the overtime being performed.

\*\* Travel and ODC-Materials will be reimbursed on an actual cost basis including any applicable indirect overhead and G&A. All costs for materials shall be approved in advanced by the CO.

\*\*\* Additional categories may be proposed and awarded.

**OPTION 3: October 1, 2013 through September 30, 2014**

<b>Labor Categories***</b>	<b>FTEs</b>	<b>Est. DPLH</b>	<b>Loaded Hourly Rate</b>	<b>Extended Price NTE</b>	<b>O.T. Rate*</b>
Program Manager	1	2000	\$82.49		N/A
Senior Technical Support Specialist	1	2000	\$82.49		N/A
Technical Support Specialist	1	1700	\$63.14		N/A
Administrative Specialist	1	2000	\$33.95		N/A
Medical Specialist	1	60	\$189.41		N/A
Travel**				\$120,000	
Other Direct Cost – Material**				\$170,000	
Material Handling Cost (if applicable)			5%	\$8,500	
G&A for ODC					
<b>Total</b>				<b>\$815,062.60</b>	

**OPTION 4: October 1, 2014 through September 30, 2015**

<b>Labor Categories***</b>	<b>FTEs</b>	<b>Est. DPLH</b>	<b>Loaded Hourly Rate</b>	<b>Extended Price NTE</b>	<b>O.T. Rate*</b>
Program Manager	1	2000	\$85.38	\$170,760.00	N/A
Senior Technical Support Specialist	1	2000	\$85.38	\$170,760.00	N/A
Technical Support Specialist	1	1700	\$65.35	\$111,095.00	N/A
Administrative Specialist	1	2000	\$35.14	\$70,280.00	N/A
Medical Specialist	1	60	\$196.04	\$11,762.40	N/A
Travel**				\$120,000	
Other Direct Cost – Material**				\$170,000	
Material Handling Cost (if applicable)			5%	\$8,500	
G&A for ODC					
<b>Total</b>				<b>\$833,157.40</b>	

**\* For purposes of pricing this task order, no overtime hours are estimated; however, an overtime rate is established in the task order for each labor category that is considered non-exempt. All overtime must be approved in writing by the CO in advance of the overtime being performed.**

**\*\* Travel and ODC-Materials will be reimbursed on an actual cost basis. All costs for materials shall be approved in advanced by the CO**

**\*\*\* Additional categories may be proposed and awarded.**

**OPTION 5: October 1, 2015 through March 31, 2016**

<b>Labor Categories***</b>	<b>FTEs</b>	<b>Est. DPLH</b>	<b>Loaded Hourly Rate</b>	<b>Extended Price NTE</b>	<b>O.T. Rate*</b>
Program Manager	1	1000	\$88.37		N/A
Senior Technical Support Specialist	1	1000	\$88.37		N/A
Technical Support Specialist	1	850	\$67.64		N/A
Administrative Specialist	1	1000	\$36.37		N/A
Medical Specialist	1	30	\$202.90		N/A
Travel**				\$60,000	
Other Direct Cost - Material**				\$85,000	
Material Handling Cost (if applicable)			5%	\$4,250	
G&A for ODC					
<b>Total</b>				\$425,935.20	

**\* For purposes of pricing this task order, no overtime hours are estimated; however, an overtime rate is established in the task order for each labor category that is considered non-exempt. All overtime must be approved in writing by the CO in advance of the overtime being performed.**

**\*\*Travel and ODC-Materials will be reimbursed on an actual cost basis. All costs for materials shall be approved in advanced by the CO.**

**\*\*\* Additional categories may be proposed and awarded.**

## **2. MINIMUM LABOR QUALIFICATIONS for Key Personnel**

### **Program Manager**

The Program Manager (PM) is responsible for overall management direction and coordination of a project for multiple tasks including the planning, conducting, and supervising projects of a complex nature that require coordination with varied groups of participants in the areas of radiological transportation and emergency preparedness. Responsible for the performance of a variety of related projects and for ensuring high quality products and services are delivered according to the agreed schedule and budget. The PM must:

- Be a subject matter expert in the field of radiological transportation emergency preparedness with a minimum of 5 years of commercial or government-related experience;
- Have minimum 2 years of demonstrated experience in providing radiological transportation emergency preparedness training and conducting HSEEP- compliant radiological transportation drills (hands-on, practical, and tabletop) and full scale exercises
- Have a minimum of 5 years in the area of instructional design and development of training for the responders in the various disciplines and the ability to apply the principles to the learning process.
- Possesses a technical background in operational health physics and knowledge and technical expertise in the various responder disciplines and application of the principles to radiological transportation events.
- Working association/membership with nongovernment standards organizations in the areas listed in technical areas listed the SOW.

### **Senior Technical Support Specialist**

This individual is responsible for planning, conducting, and supervising projects of a complex nature that require coordination with varied groups of participants in the areas of radiological transportation and emergency preparedness. This individual shall:

- Have a minimum of 5 years of demonstrated experience at the senior level and possess a comprehensive knowledge of and technical hands on experience in a responder discipline (preferably fire) as related to radiological transportation incidents.
- Be a subject matter expert in the field of radiological transportation and emergency preparedness with a minimum of 5 years of commercial or government-related experience;
- Have a minimum of 5 years of hands-on technical experience in the responder field with demonstrated knowledge of response to a radiological incident
- Have a minimum of 2 years demonstrated experience in providing radiological transportation emergency preparedness type training and conducting HSEEP-compliant radiological transportation drills and exercises.

## **ATTACHMENT 4**

### **LIST A - List of Applicable Laws and Regulations**

### **LIST B – List of Applicable DOE Directives**

“The Federal Laws and Regulations listed in the table below contain requirements normally relevant to the EM and CBFO scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the task order. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees. This list does not have to be provided in the task order, but it may be appended to the task order for information purposes. Omission of any applicable law or regulation for List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to DEAR clause 970.5204-2. The contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Codes (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The contractor will notify DOE and a determination will be made regarding modification to the task order. The following table does not contain any specific state laws, regulations, permits, and licenses, etc.”

**Notes: (1) The table below has been modified to address the scope to TEPP.  
(2) These requirements may not apply directly to the scope of work performed by the TEPP contractor; however, in its support role to DOE, the TEPP contractor must be cognizant of the requirement in these regulations as they apply to the WIPP Site and other DOE contractors.**

**LIST A:**

DOE Directive (Orders, Policies, Notices, Manuals, Guidance)	Subject
<a href="#">DOE O 110.3A</a>	Conference Management
<a href="#">DOE N 144.1</a>	American Indian Tribal Government Policy
<a href="#">DOE O 151.1C</a>	Comprehensive Emergency Management System
<a href="#">DOE O 153.1</a>	Departmental Radiological Emergency Response Assets
DOE 203.1	Limited Personal Use of Govt. Office Equipment including Information Technology
<a href="#">DOE M 460.2-1</a>	Radioactive Material Transportation Practices Manual
<a href="#">DOE O 5400.5</a>	Radiation Protection of the Public and the Environment

**LIST B:**

Requirement	Regulation Title
10 CFR 71	Packaging and Transportation of Radioactive Material U. S. Nuclear Regulatory Commission
29 CFR, Part 1910.120	Hazardous Waste Operations and Emergency Response
48 CFR Part 970.5204-2	Laws, Regulations, and DOE Directives
48 CFR Part 970.5215-3	Conditional Payment of Fee, Profit, or Incentives (or alternatively, 48 CFR Part 952.223-76 or 952.223-77, Conditional Payment of Fee or Profit)
48 CFR Part 970.5223-1	Integration of Environmental, Safety, and Health into the Work Planning and Execution
49 CFR	U. S. Department of Transportation
44 CFR 351	Radiological Emergency Planning And Preparedness