

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1 OF 26 PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. DE-AC30-06-CC00001		3. EFFECTIVE DATE 4/7/06	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. DE-RP30-06-CC-00001	
5. ISSUED BY		CODE	6. ADMINISTERED BY (If other than Item 5)	

U.S. Department of Energy  
EM Consolidated Business Center  
250 E Fifth Street, Suite 500  
Cincinnati, Ohio 45202

7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Technical Resources Group, Inc. 3765 East Sunnyside Road Idaho Falls, ID. 83406 (803) 474-8000 DUNS: 039394239		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
CODE		FACILITY CODE

11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE
		U.S. Department of Energy, Oak Ridge Operations Office P.O. Box 5777 Oak Ridge, TN. 37831-5777	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA C002130 01250 2006 33 490800 61000000 25200 1110922 0000679
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Page 2				

15G. TOTAL AMOUNT OF CONTRACT \$ 458,235.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	19
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	25
X	D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DE-RP30-06CC00001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER David H. Hess Contracting Officer
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED Apr. 17, 2006
BY _____ (Signature of person authorized to sign)	BY (Signature of Contracting Officer)

**PART I**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 Items Being Acquired**

The Contractor shall furnish all personnel and services (except as may be expressly set forth in this Time-and-Material contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work and all requirements under this contract, at the prices in Section B.2 to provide technical support for the Transportation Emergency Preparedness Program.

**B.2 Price Schedule**

- a. The Contractor shall provide personnel in the labor categories and at the fully burdened hourly rates (wages, indirect costs, general and administrative expenses, and profit) set forth below. The numbers of Direct Productive Labor Hours (DPLH) are estimated amounts. Actual DPLHs may vary during the period of performance. The hourly rates are fully burdened rates and are fixed for the term of the contract.
- b. The Contractor shall obtain the advance approval of the Contracting Officer or other duly authorized representative prior to any travel.

**BASE PERIOD**

**Term: Date of Award through December 31, 2006**

<b>CLIN</b>	<b>Item</b>	<b>Estimated DPLH (NTE)</b>	<b>Burdened Hourly Rate</b>	<b>Extended Price (NTE)</b>
0001	Labor Classifications			
0001AA	Program Manager	1,500	\$65.00	\$97,500.00
0001AB	Senior Technical Support Specialist	1,500	\$65.00	\$97,500.00
0001AC	Technical Support Specialist	1,275	\$49.75	\$63,431.25
0001AD	Administrative Specialist	1,050	\$26.75	\$28,087.50
0001AE	Medical Specialist	45	\$149.25	\$6,716.25
0001	Sub-Total Not-to-Exceed Price			\$239,235.00
0002	Travel			\$90,000.00
0003	Other Direct Costs – Material			\$75,000.00
<b>TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0001, 0002 and 0003</b>				<b>\$458,235.00</b>

**OPTION PERIOD 1**

**Term: January 1, 2007 through December 31, 2007**

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0004	Labor Classifications			
0004AA	Program Manager	2,000	\$67.28	\$134,550.00
0004AB	Senior Technical Support Specialist	2,000	\$67.28	\$134,550.00
0004AC	Technical Support Specialist	1,700	\$51.49	\$87,535.13
0004AD	Administrative Specialist	1,400	\$27.69	\$38,760.75
0004AE	Medical Specialist	60	\$154.47	\$9,268.43
0004	Sub-Total Not-to-Exceed Price			\$404,664.30
0005	Travel			\$120,000.00
0006	Other Direct Costs – Material			\$100,000.00
<b>TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0004, 0005 and 0006</b>				<b>\$624,664.30</b>

**OPTION PERIOD 2**

**Term: January 1, 2008 through December 31, 2008**

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0007	Labor Classifications			
0007AA	Program Manager	2,000	\$69.63	\$139,259.25
0007AB	Senior Technical Support Specialist	2,000	\$69.63	\$139,259.25
0007AC	Technical Support Specialist	1,700	\$53.29	\$90,598.85
0007AD	Administrative Specialist	1,400	\$28.66	\$40,117.38
0007AE	Medical Specialist	60	\$159.88	\$9,592.82
0007	Sub-Total Not-to-Exceed Price			\$418,827.55
0008	Travel			\$120,000.00
0009	Other Direct Costs – Material			\$100,000.00
<b>TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0007, 0008 and 0009</b>				<b>\$638,827.55</b>

**OPTION PERIOD 3**

**Term: January 1, 2009 through December 31, 2009**

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0010	Labor Classifications			
0010AA	Program Manager	2,000	\$72.07	\$144,133.32
0010AB	Senior Technical Support Specialist	2,000	\$72.07	\$144,133.32
0010AC	Technical Support Specialist	1,700	\$55.16	\$93,769.81
0010AD	Administration Specialist	1,400	\$29.66	\$41,521.48
0010AD	Medical Specialist	60	\$165.48	\$9,928.57
0010	Sub-Total Not-to-Exceed Price			\$433,486.51
0011	Travel			\$120,000.00
0012	Other Direct Costs – Material			\$100,000.00
<b>TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0010, 0011 and 0012</b>				<b>\$653,486.51</b>

**OPTION PERIOD 4**

**Term: January 1, 2010 through December 31, 2010**

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0013	Labor Classifications			
0013AA	Program Manager	2,000	\$74.59	\$149,177.99
0013AB	Senior Technical Support Specialist	2,000	\$74.59	\$149,177.99
0013AC	Technical Support Specialist	1,700	\$57.09	\$97,051.76
0013AD	Administrative Specialist	1,400	\$30.70	\$42,974.74
0013AE	Medical Specialist	60	\$171.27	\$10,276.07
0013	Sub-Total Not-to-Exceed Price			\$448,658.54
0014	Travel			\$120,000.00
0015	Other Direct Costs – Material			\$100,000.00
<b>TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0013, 0014 and 0015</b>				<b>\$668,658.54</b>

**OPTION PERIOD 5**

**Term: January 1, 2011 through March 31, 2011**

<b>CLIN</b>	<b>Item</b>	<b>Estimated DPLH (NTE)</b>	<b>Burdened Hourly Rate</b>	<b>Extended Price (NTE)</b>
0016	Labor Classifications			
0016AA	Program Manager	500	\$77.20	\$38,599.80
0016AB	Senior Technical Support Specialist	500	\$77.20	\$38,599.80
0016AC	Technical Support Specialist	425	\$59.09	\$25,112.14
0016AD	Administrative Specialist	350	\$31.77	\$11,119.71
0016AE	Medical Specialist	15	\$177.26	\$2,658.93
0016	Sub-Total Not-to-Exceed Price			\$116,090.40
0017	Travel			<u>\$30,000.00</u>
0018	Other Direct Costs – Material			<u>\$25,000.00</u>
<b>TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0016, 0017 and 0018</b>				<b>\$171,090.40</b>

**B.3 Option(s) to Extend the Contract**

- a. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with the 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. The ultimate decision to exercise an option is at the discretion of the Contracting Officer on behalf of the Government.
- b. This contract may be extended for a period of 12 months (Option Period 1), and subsequently for three 12 month periods and one 3 month period (Option Periods 2, 3, 4 and 5), at the hourly rates, costs and contract ceiling prices set forth in the following tables for each Option Period. 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).

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **Transportation Emergency Preparedness Program Support Services**

#### **C.1 Background**

The Contractor shall provide technical support to the DOE Transportation Emergency Preparedness Program (TEPP). Within the DOE Office of Environmental Management, the Office of Transportation 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 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 respond safely, efficiently, and effectively to transportation incidents.

#### **C.2 Technical Services**

- C.2.1 The Contractor shall conduct reviews of state and federal regulations and standards to identify current requirements and changes in regulations. 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 concerning the transportation of radiological material and waste.
- C.2.2 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 DOE's Transportation External Coordination Working Group, 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), Regional Governors' Groups, and International Fire Service Training Association/Oklahoma State University Fire Protection Publications (ISFSTA/OSU-FPP) to resolve technical and outreach issues.
- C.2.3 The contractor shall maintain membership on standards/guidance development committees, 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.
- C.2.4 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 transportation incident involving radioactive material. The assistance shall include:
- assisting the state or tribe in completing an up front 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, etc); and
- any other logistics required to successfully complete the exercises.

C.2.5 The contractor shall attend approximately 15 meetings and workshops annually to discuss or explain the effort accomplished in this Statement of Work.

### **C.3 Training Delivery and Development**

C.3.1 The Contractor shall provide an instructional staff that is skilled/qualified to deliver training programs that have subject matter in dealing with emergency response to a transportation incident involving radioactive material. The instructional staff shall be knowledgeable of DOE shipping activities, especially the Office of Environmental Management and Waste Isolation Pilot Plant (WIPP) transportation activities. The contractor shall have instructors that have completed the DOE Modular Emergency Response Radiological Transportation Training Program (MERRTT) Train-the-Trainer program, the Homeland Defense Equipment Reuse program, and the FEMA Fundamental Course for Radiological Response, and have demonstrated proficiency in training 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.

C.3.2 The Contractor shall deliver this training to emergency responder audiences at up to 45 MERRTT classes annually at various locations across the nation. The contractor shall ensure the training curriculum covers the most current regulations and standards.

C.3.3 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.

C.3.4 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.

### **C.4 Operations Center**

The Contractor shall provide the following support functions to the DOE TEPP. This support shall include, but not be limited to the following functions:

- Schedule MERRTT deliveries and conference presentations at regional and national-level responder conferences;
- Maintain a minimum of 2 TEPP display systems that can be used as an outreach tool at regional and national conferences;
- Instructional support for DOE MERRTT 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;
- Production of TEPP fact sheets and printed product CDs, MERRTT CD-ROMs, MERRTT training manuals, RAM information flatsheets, and associated administrative materials (exams, rosters, etc.) used in MERRTT 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/MERRTT sessions such as coveralls, blankets, gloves, radioactive material packages, etc.;

- Maintain all radiological survey instruments used in MERRTT sessions;
- Maintain the web-based TEPP National Train-the-Trainer schedule, TEPP National Exercises Schedule, TEPP 24-hour Point of Contact listing (updated semi-annually), and MERRTT student database;
- Manage MERRTT course completion certificates for users not participating in the internet based MERRTT student database. This will involve entering students into the MERRTT student database and then creating, printing, and mailing course completion certificates to students; and
- Attend the TEPP Annual Review meeting.

The contractor shall use the government negotiated shipping rate with Federal Express when it is less costly than the shipping rate for similar services provided by the U.S. Postal Service or the contractor's carrier of choice.

## **C.5 Deliverables**

- C.5.1 The Contractor shall prepare and submit to the DOE, monthly reports summarizing the work accomplished within 15 days from month end.
- C.5.2 The Contractor shall prepare and submit to the DOE, an annual report that summarizes the reviews and solutions identified to resolve emergency situations during contract period of performance, details 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.
- C.5.3 The contractor shall prepare and submit to the DOE, monthly cost and financial status reports within 15 days from month end.
- C.5.4 The Contractor shall provide an implementation plan for the validation exercises described in C.2.3 above, for DOE review and approval, 90 days prior to the start of the exercise.
- C.5.5 The Contractor shall provide an after action report detailing the results of each exercise conducted as described in Section C.2.3 above, for DOE review and approval, within 30 days from the end of each exercise.
- C.5.6 The Contractor shall provide a description of each training program developed in accordance with C.3 above, for consensus develop review group 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 to the review group for review and approval 30 days prior to the implementation of the revision.
- C.5.7 The Contractor shall provide all TEPP planning products described in Section C.3.3, for DOE review and approval, 30 days before the start of the first MERRTT class.
- C.5.8 The Contractor shall provide electronic access, by parties specified by DOE, to the MERRTT delivery and conference schedules, TEPP National Train-the-Trainer and National Exercise Schedules, TEPP 24 hour Point of Contact listing and the MERRTT student database.

All reports and evaluations shall be prepared and submitted in accordance with Section J, Attachment A - "Reporting Requirements Checklist".

## **SECTION D - PACKAGING AND MARKING**

### **D.1 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 contract shall generally be mailed by use of first-class mail, unless the urgency of the deliverable sufficiently justifies the use of a commercially-available overnight mail service. If urgency requires overnight mail services, the Contractor shall use the government negotiated shipping rate with Federal Express when it is less costly than the shipping rate for similar services provided by the U.S. Postal Services or the Contractor's carrier of choice.
- c. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer.

### **D.2 Marking**

- a. Each package, report or other deliverable shall be accompanied by a letter or other document which:
  1. Identifies the contract by number under which the item is being delivered.
  2. Identifies the deliverable Item Number or Report Requirement which requires the delivered items.
  3. Indicates whether the contractor considers the delivered item to be a draft or partial delivery, or full satisfaction of the requirement.
- b. For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the Contracting Officer.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 Inspection**

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR) as specified in Section G.4 or other duly authorized Government representative. Inspections will be conducted in accordance with FAR clause 52.246-6, "Inspection - Time and Material and Labor Hour".

### **E.2 Acceptance**

Acceptance of all work and effort under this contract (including "Reporting Requirements") shall be accomplished by the Contracting Officer after concurrence by the COR or other duly authorized Government representative.

### **E.3 Clauses Incorporated By Reference**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FAR 52.246-6 Inspection—Time-and-Material and Labor-Hour (May 2001)**

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 Term of Contract**

The basic term of this contract will be from the date of award through December 31, 2006. At the Government's option, this contract may be extended for up to four twelve (12) month and one three (3) month Option periods pursuant to Section B.4 "Option(s) to extend the Contract". The total duration of this contract may be up to but not more than five years.

### **F.2 Principle Place of Performance**

The principle place of performance will be at the Contractors facility. However, the Contractor may be required during the term of the contract to conduct exercises, meetings and workshops at Government facilities in accordance with Section C.2.

### **F.3 Deliverable Reports**

The contractor shall deliver the reports specified in Section C.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 Correspondence Procedures**

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

- a. **Technical Correspondence.** Technical correspondence concerning performance of this contract (including correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with a concurrent information copy of the correspondence provided to the assigned DOE Contract Specialist as specified in Section G.
- b. **Non-technical Administrative Correspondence.** All other correspondence shall be addressed to the designated DOE Contract Specialist, with a concurrent information copy of the correspondence provided to the DOE COR as specified in G.3.
- c. **Subject Line(s).** All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. DE-AC30-06CC00001. (Insert subject topic after contract number, e.g., "Request for Change in timing requirements for Deliverables")".

### **G.2 Submission of Vouchers/Invoices**

- a. The Contractor shall submit invoices on a monthly basis (within 5 work days after the last day of each month) in accordance with the FAR 52.232-7 "Payments under Time-and-Materials and Labor-Hour Contracts".
- b. The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, at a minimum, a breakout by cost or price element (Contract Line Item Number/CLIN) of all services actually provided by the contractor, both for the current billing period and cumulatively for the entire contract. The charges for the current billing period (month) shall be accompanied by any relevant supporting documentation, such as time sheets or outside invoices. Any charges for travel include the destination, employee who incurred the cost, and the brief statement explaining the purpose of the travel along with a copy of all receipts. The statement of cost must include a certification statement signed by a responsible official of the contractor. The Contractor shall submit the invoice to the addressees prescribed below:

Original to:

U.S. Department of Energy  
Oak Ridge Operations Office  
ATTN: Financial Services Division  
P.O. Box 5777  
Oak Ridge, TN 37831-5777  
1-888-251-3557

One copy to:

Angela Cooney, Contract Specialist  
EMCBC  
U.S. Department of Energy  
250 East 5<sup>th</sup> Street, Suite 500  
Cincinnati, Ohio 45202  
513-246-0562  
Angela.Cooney@emcbc.doe.gov

One copy to:

Ella McNeil  
Office of Transportation, EM-11  
Transportation Emergency Preparedness Program  
Office of Environmental Management  
U.S. DOE  
301-903-7284  
Ella.McNeil@em.doe.gov

### **G.3 Contract Administration**

The contract will be administered by:

#### **Contracting Officer:**

Michael J. Kepler, Contracting Officer  
EMCBC  
U.S. Department of Energy  
250 East 5<sup>th</sup> Street, Suite 500  
Cincinnati, Ohio 45202  
513-246-0567

michael.kepler@emcbc.doe.gov

#### **Contract Specialist:**

Angela M. Cooney, Contract Specialist  
EMCBC  
U.S. Department of Energy  
250 East 5<sup>th</sup> Street, Suite 500  
Cincinnati, Ohio 45202  
513-246-0562

angela.cooney@emcbc.doe.gov

**G.4 Contracting Officer's Representative (COR)**

**The COR for this contract is:**

Ella McNeil  
Office of Transportation, EM-11  
Transportation Emergency Preparedness Program  
Office of Environmental Management  
U.S. DOE  
301-903-7284  
Ella.McNeil@em.doe.gov

**G.5 Contract Technical Monitor**

One or more TMs may be designated by separate letters from the COR. TMs assist 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 contract; changes in the scope of work may be made only by properly written modification(s) to the contract issued by the Contracting Officer.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Representations, Certifications and Other Statements of the Offeror**

The Representations, Certifications, and Other Statements of the Offeror, contained in its proposal dated March 3, 2006, are hereby incorporated by reference and made a part of this contract.

### **H.2 Technical Direction**

- a. Performance of the work under this contract shall be subject to the technical direction of DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  1. Directions to the Contractor which redirect the 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. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  3. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the DOE.
- b. 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 which:
  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 fixed 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.
- c. All technical direction will be issued in writing by the COR.
- d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within his 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 b.1 through b.5 above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer will:
  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 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
  3. Advise the contractor in writing within a reasonable time that the Government will issue a written change order.
- e. A failure of the contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause 1.47 "52.233-1 Disputes."

### **H.3 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.

### **H.4 Modification Authority**

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- a. Accept nonconforming work,
- b. Waive any requirement of this contract, or
- c. Modify any term or condition of this contract.

### **H.5 Confidentiality of Information**

- a. To the extent that the work under this contract requires that the contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or private companies (such as the site operating contractor), the contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
  1. Information which, at the time of receipt by the contractor, is in the 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 by it 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 Contracting Officer, 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 contract.
- 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 contract, and to supply a copy of such agreement to the Contracting Officer.
- 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 the contractor's personnel.
- e. This clause shall flow down to all appropriate subcontracts.

### H.6 Key Personnel

The personnel specified below are considered as essential to the work being performed. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer is to be notified not less than 30 days in advance of diverting, or substitution for, any of these individuals. Key personnel position vacancies shall not exceed ten (10) work days. No diversion shall be made by the contractor without the prior written consent of the Contracting Officer. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

Key personnel proposed to fill the key personnel vacancies shall meet or exceed the qualifications stated in the contract and be equal to or exceed the qualifications of the key personnel being replaced. The contractor shall provide the contracting officer with documentation of the above and other information as requested by the contracting officer. The contracting officer's consent shall be obtained to the key personnel being proposed as replacement(s) for the key personnel position.

Tom Clawson  
NAME

Program Manager  
TITLE

Ken Keaton  
NAME

Senior Technical Support Specialist  
TITLE

### H.7 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.

### H.8 Safety in the Work Area

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

### H.9 Insurance - Work on a Government Installation

In accordance with the contract clause 1.38 "52.228-5 Insurance - Work on a Government Installation," the following types and minimum amounts of insurance are required during the performance of this contract:

- a. Worker's Compensation and Employer's Liability Insurance:
- (1) The amount required under applicable Workers Compensation and Occupational Disease statutes.
  - (2) Employer's liability insurance in the amount of \$100,000.

- b. General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c. Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy, and shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- d. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

#### **H.10 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.

## PART II

### SECTION I - CONTRACT CLAUSES

#### **I.1 52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

[www.arnet.gov/far](http://www.arnet.gov/far)

<b>I.2</b>	<b>52.202-1</b>	<b>Definitions (As modified by 952.202-1) (Jul 2004)</b>
<b>I.3</b>	<b>952.202-1</b>	<b>Definitions (Mar 2002)</b>
<b>I.4</b>	<b>52.203-3</b>	<b>Gratuities (Apr 1984)</b>
<b>I.5</b>	<b>52.203-5</b>	<b>Covenant Against Contingent Fees (Apr 1984)</b>
<b>I.6</b>	<b>52.203-8</b>	<b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)</b>
<b>I.7</b>	<b>52.203-10</b>	<b>Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)</b>
<b>I.8</b>	<b>52.203-11</b>	<b>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)</b>
<b>I.9</b>	<b>52.203-12</b>	<b>Limitation on Payments to Influence Certain Federal Transactions (June 2003)</b>
<b>I.10</b>	<b>952.203-70</b>	<b>Whistleblower Protection for Contractor Employees (Dec 2000)</b>
<b>I.11</b>	<b>52.204-4</b>	<b>Printed or Copied Double-Sided on Recycled Paper (Aug 2000)</b>
<b>I.12</b>	<b>52.204-7</b>	<b>Central Contractor Registration (Oct 2003)</b>
<b>I.13</b>	<b>952.204-75</b>	<b>Public Affairs (Dec 2000)</b>

- 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.

(End of Clause)

**I.14 952.208-70 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).

(End of clause)

- I.15 52.209-6 **Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)**
- I.16 952.209-72 **Organizational Conflict of Interest (Jun 1997)**
- I.17 52.215-2 **Audit and Records - Negotiation (Jun 1999)**
- I.18 52.215-8 **Order of Precedence - Uniform Contract Format (Oct 1997)**
- I.19 52.216-7 **Allowable Cost and Payment (Dec 2002)**
- I.20 52.217-9 **Option to Extend the Term of the Contract (Mar 2000)**
- I.21 52.219-6 **Notice of Total Small Business Set-Aside (Jun 2003)**
- I.22 52.219-8 **Utilization of Small Business Concerns (May 2004)**
- I.23 52.219-14 **Limitations on Subcontracting (Dec 1996)**
- I.24 52.222-3 **Convict Labor (Jun 2003)**
- I.25 52.222-4 **Contract Work Hours and Safety Standards Act—Overtime Compensation (Jul 2005)**

- I.26 52.222-20 Walsh-Healey Public Contracts Act (Dec 1999)
- I.27 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- I.28 52.222-26 Equal Opportunity (Apr 2002)
- I.29 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
- I.30 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)
- I.31 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (Dec 2004)

- a. Definition. As used in this clause: "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- b. Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

*Notice to Employees*

*Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.*

*Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.*

*If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.*

*For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:*

*National Labor Relations Board  
Division of Information  
1099 14<sup>th</sup> Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)*

*To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.*

- c. The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- d. In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- e. The requirement to post the employee notice in paragraph (b) does not apply to:
  - (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that:
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
    - (iii) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
  - (5) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall:
    - (i) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs
    - (ii) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
    - (iii) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
  - (6) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3©. For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such

direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

- I.32 52.222-43 **Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts)(May 1989)**
- I.33 52.223-5 **Pollution Prevention and Right-to-Know Information Alternate I (Aug 2003)**
- I.34 52.223-6 **Drug-Free Workplace (May 2001)**
- I.35 952.224-70 **Paperwork Reduction Act (Apr 1994)**

- a. In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).
- b. The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.

(End of clause)

- I.36 52.225-13 **Restrictions on Certain Foreign Purchases (Mar 2005)**
- I.37 52.227-14 **Rights in Data—General, Alternate II (Jun 1987)**
- I.38 952.227-82 **Rights to proposal data (Apr 1994)**

Except for technical data contained on pages of the contractor's proposal dated which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

(End of clause)

- I.39 52.228-5 **Insurance – Work on a Government Installation (Jan 1997)**
- I.40 52.229-3 **Federal, State, and Local Taxes (Apr 2003)**
- I.41 52.232-7 **Payments under Time-and-Materials and Labor-Hour Contracts (Dec 2002)**
- I.42 52.232-17 **Interest (Jun 1996)**
- I.43 52.232-18 **Availability of Funds (Apr 1984)**
- I.44 52.232-23 **Assignment of Claims (Jan 1986)**
- I.45 52.232-25 **Prompt Payment (Oct 2003)**
- I.46 52.232-33 **Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003)**
- I.47 52.233-1 **Disputes (Jul 2002)**
- I.48 52.233-3 **Protest after Award (Aug 1996)**
- I.49 52.233-4 **Applicable Law for Breach of Contract Claim (Oct 2004)**

<b>I.50</b>	<b>52.237-2</b>	<b>Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)</b>
<b>I.51</b>	<b>52.242-3</b>	<b>Penalties for Unallowable Costs (May 2001)</b>
<b>I.52</b>	<b>52.243-3</b>	<b>Changes—Time-and-Materials or Labor-Hours (Sep 2000)</b>
<b>I.53</b>	<b>52.244-2</b>	<b>Subcontracts (Aug 1998)</b>
<b>I.54</b>	<b>52.244-6</b>	<b>Subcontracts for Commercial Items (Dec 2004)</b>
<b>I.55</b>	<b>52.245-1</b>	<b>Property Records (Apr 1984)</b>
<b>I.56</b>	<b>52.245-5</b>	<b>Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)</b>
<b>I.57</b>	<b>52.245-19</b>	<b>Government Property Furnished "As Is." (Apr 1984)</b>
<b>I.58</b>	<b>52.246-25</b>	<b>Limitation of Liability—Services (Feb 1997)</b>
<b>I.59</b>	<b>52.248-1</b>	<b>Value Engineering (Feb 2000)</b>
<b>I.60</b>	<b>52.249-2</b>	<b>Termination for Convenience of the Government (Fixed-Price) (May 2004)</b>
<b>I.61</b>	<b>52.249-14</b>	<b>Excusable Delays (Apr 1984)</b>
<b>I.62</b>	<b>52.253-1</b>	<b>Computer Generated Forms (Jan 1991)</b>

**PART III**

**SECTION J- LIST OF ATTACHMENTS**

**J.1 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

<b><u>Attachment</u></b>	<b><u>Description</u></b>
<b>A</b>	<b>Reporting Requirements Checklist</b>

**ATTACHMENT A**

**REPORTING REQUIREMENTS CHECKLIST**

**Report Distribution List and Due Dates**

<b>Report</b>	<b>Frequency</b>	<b>Copies</b>	<b>Due Date</b>
1. Progress Reports	M	3	Within 15 days of Month End
2. Financial Status Report	M	3	Within 15 days of Month End
3. Annual Report	A	3	Within 30 days of Year End
4. Validation Exercise Implementation Plan	R	3	90 Days Prior to start of the Exercise
5. After Action Report	R	3	30 Days from the end of each Exercise
6. Training Program Description	R	3	15 Days prior to the start of the Class

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

Distribution Address(es):   Michael J. Kepler, Contracting Officer  
  EMCBC  
  U.S. Department of Energy  
  250 East 5<sup>th</sup> Street, Suite 500  
  Cincinnati, Ohio 45202  
  513-246-0567  
  michael.kepler@emcbc.doe.gov

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