

2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM0002162	3. EFFECTIVE DATE 11/01/2012	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 12EM003166
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5. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	6. ADMINISTERED BY (If other than Item 5) EMCBC - Carlsbad U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE 03003
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  Celeritex LLC 780 Buford Highway, Suite 202A Suwanee GA 30024	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11. SHIP TO/MARK FOR EMCBC- Carlsbad US Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE	12. PAYMENT WILL BE MADE BY OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777 Oak Ridge TN 37831	CODE 00511
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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
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$17,830,832.00

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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-SOL-0003653 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 Nina K. Akgunduz
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED 08/27/2012
BY  (Signature of person authorized to sign)	BY  (Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: Not Available DUNS Number: Not Available Delivery: 1 Days After Award Mark For: EMCBC - Carlsbad U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221 Fund: 01250 Appr Year: 2010 Allottee: 33 Report Entity: 490801 Object Class: 25200 Program: 1110956 Project: 0003804 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 10/01/2012 to 09/30/2017  FOR OFFICIAL USE ONLY New Award for Mobile Loading  Transition Funding is provided for technical support services in support of waste characterization activities.				
00001	CLIN 0001 - Contract Transition Period- Transition Funding is provided for technical support services in support of waste characterization activities. Obligated Amount: \$3,000.00				3,000.00
00002	CLIN 0002 - Mobile Loading Assistance Support Service Cost Plus Fixed Fee Line item value is:: \$10,525,784.00				10,525,784.00
00003	CLIN 0003 - Mobile Loading Assistance Support Service Cost Plus Fixed Fee Amount: \$3,621,586.00 (Option Line Item) Line item value is:: \$3,621,586.00				3,621,586.00
00004	CLIN 0004 - Mobile Loading Assistance Support Service Cost Plus Fixed Fee Amount: \$3,680,462.00 (Option Line Item) Line item value is:: \$3,680,462.00				3,680,462.00

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. 001  
3. EFFECTIVE DATE 09/05/2012  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 03001  
7. ADMINISTERED BY (If other than Item 6) CODE 03003  
EMCBC  
U.S. Department of Energy  
EM Consolidated Business Center  
250 E. 5th Street, Suite 500  
Cincinnati OH 45202  
EMCBC - Carlsbad  
U.S. Department of Energy  
Carlsbad Project Office  
P.O. Box 3090  
Carlsbad NM 88221

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
CELERITEX, LLC  
Attn: Greg S. White  
780 BUFORD HWY BLDG A202  
SUWANEE GA 300242148  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-EM0002162  
10B. DATED (SEE ITEM 13)  
09/05/2012  
CODE 078471739 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  
CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Tax ID Number: 45-5161943  
DUNS Number: 078471739  
LIST OF CHANGES:  
Reason for Modification : Other Administrative Action  
Period Of Performance Start Date changed from 01-OCT-12 to 01-NOV-12  
Period Of Performance End Date changed from 30-SEP-17 to 31-OCT-17  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$0.00  
New Total Amount for this Award: \$17,830,832.00  
Buyer changed  
from Christopher A Lockhart  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Nina K. Akgunduz  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
16B. UNITED STATES OF AMERICA  
Signature on File  
16C. DATE SIGNED  
09/05/2012  
(Signature of person authorized to sign) (Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0002162/001

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NAME OF OFFEROR OR CONTRACTOR  
CELERITEX, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>to Nina K Akgunduz</p> <p>All other terms and conditions in contract remain unchanged.</p> <p>Period of Performance: 11/01/2012 to 10/31/2017</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. 002  
3. EFFECTIVE DATE 10/01/2012  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 03001  
EMCBC  
U.S. Department of Energy  
EM Consolidated Business Center  
250 E. 5th Street, Suite 500  
Cincinnati OH 45202  
7. ADMINISTERED BY (If other than Item 6) CODE 03003  
EMCBC - Carlsbad  
U.S. Department of Energy  
Carlsbad Project Office  
P.O. Box 3090  
Carlsbad NM 88221

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
CELERITEX, LLC  
Attn: Greg S. White  
780 BUFORD HWY BLDG A202  
SUWANEE GA 300242148  
(x)  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
x  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-EM0002162  
10B. DATED (SEE ITEM 13)  
09/05/2012  
CODE 078471739 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Tax ID Number: 45-5161943  
DUNS Number: 078471739  
LIST OF CHANGES: Change the following deliverables due dates:  
Transition Status Update: From Seven (7) days after award to 7 days after the notice to proceed  
Travel Control Plan: From Seven (7) days after award to 7 days after the notice to proceed  
Overtime Control Plan: From Seven (7) days after award to 7 days after the notice to proceed  
H.17 Technical Direction: 2. FAR 52.243-3 Changes - Time and Materials or Labor Hours to FAR 52.243-2 Changes - Cost Reimbursement  
Minor language adjustments to terms and conditions in H.19 Travel and H.22 Overtime Hours  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nina K. Akgunduz
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 10/01/2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0002162/002

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NAME OF OFFEROR OR CONTRACTOR  
CELERITEX, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions in contract remain unchanged. Period of Performance: 11/01/2012 to 10/31/2017				

**PART 1 – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES PRICES / COST**

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B.05	OBLIGATION OF FUNDS .....	B-3



**B.04 FIXED FEE**

- (a) The Contractor shall not earn any fee for contract transition.
- (b) Upon assumption of responsibility for the work under this contract as defined in Section F, the fee will be paid for satisfactory performance on a monthly basis after submittal of an appropriate invoice. Payment of fee is subject to Contractor performing in conformance with the contract requirements.

**B.05 OBLIGATION OF FUNDS**

Pursuant to FAR 52.232-22, entitled, "Limitation of Funds," the total funds in the amount of \$3,000 have been allotted for obligation and available for payment of services provided through November 1, 2012.

**PART 1 – THE SCHEDULE**

**SECTION C**

**DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT (PWS)**

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## SECTION C

### DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT (PWS)

#### **C.01 CONTRACT PURPOSE AND OBJECTIVE:**

The objective of this Contract is to provide Mobile Loading Unit (MLU) technical support services directly to the Department of Energy's (DOE) Carlsbad Field Office (CBFO) to aid in the eventual waste disposal at the Waste Isolation Pilot Plant (WIPP) facility.

#### **C.02 BACKGROUND:**

The CBFO, through the National TRU Program (NTP), is responsible for administration of the WIPP management and operation Contract, as well as, any related TRU waste disposal activities, including the Central Characterization Program (CCP). The WIPP facility is located 33 miles southeast of Carlsbad, New Mexico in the Chihuahua Desert. The overall mission of the WIPP and the NTP is to protect human health and the environment by safe management, retrieval, characterization, transportation, and disposal of approved TRU wastes.

TRU waste shipped to the WIPP for permanent disposal is required to be shipped in Type B packaging certified by the U. S. Nuclear Regulatory Commission (NRC). These packaging, or shipping containers, are owned by the CBFO and maintained by the WIPP management and operations (M&O) Contractor. There are five types of packaging used for WIPP shipments. The TRUPACT-II, HalfPACT, and TRUPACT-III are used to ship Contact Handled (CH) TRU Waste. The RH-TRU 72-B and the 10-160B cask are used to ship Remote Handled (RH) TRU waste.

A central site mobile loading coordinator, designated by CBFO, provides technical guidance and daily direction to the mobile loading crews in the packaging, loading, and associated operations of the NRC certified Type B containers utilized by the NTP. The current designated site loading coordinator is LANL-CO. As needed to support NTP shipping needs, mobile loading crews may be deployed simultaneously at multiple locations including, but not limited to, the Idaho National Laboratory (INL), Los Alamos National Laboratory (LANL), Savannah River Site (SRS), Oak Ridge National Laboratory (ORNL), and the Richland Site or River Protection Corridor in Hanford, WA. CCP maintains a CBFO certified transportation program and a Quality Assurance Program (QAP) equivalent to the regulations outlined in 10 CFR 71 Subpart H.

#### **C.03 TRANSITION ACTIVITIES**

The Contractor shall perform the activities, described in the PWS necessary to transition the work from the incumbent Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources responsibilities, and accountability from the incumbent Contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. All Government property, including Government furnished and contractor-acquired property (i.e. materials), and associated loading records, currently assigned to the incumbent MLU Contractor, will be provided to the Contractor during the transition period.

A formal written update on the status of the transition activities shall be submitted to the CO no later than seven (7) days after the notice to proceed. This formal update shall include: current

transition schedule, reasonable estimation for completion, and if applicable, any significant concerns.

The Contractor shall prepare all documentation and deliverables required to obtain appropriate background investigations for employees not previously employed by the incumbent MLU Contractor. For transitioned incumbent Contractor employees, the Contractor shall ensure that background investigations are updated and reflect the new Contractor's information. Contractor personnel are required to obtain site access badges prior to the initiation of any work.

The Contractor, as directed by the Contracting Officer, shall provide transitioning support to DOE at the conclusion of the Contract period of performance. Support functions are not limited to the following: identification of current employees and service dates to the CO as discussed in H.23, immediate submission of loading documentation, timely returns of DOE site badges to site security office, employee payroll and benefit documentation to the successor Contractor, if applicable, and return of any assigned Government property and associated records.

## **C.04 CONTRACTOR RESPONSIBILITIES AND DESCRIPTION OF SERVICES**

### **C.4.1 OVERALL REQUIREMENTS**

The Contractor shall be compliant with the requirements and be responsible for the work described in this Performance Work Statement (PWS). In addition, the Contractor shall comply with the terms and conditions of this Contract and with all environmental laws and regulations that apply to operations of the National TRU Program.

### **C.4.2 MOBILE LOADING**

The Contractor shall perform the physical loading of both CH and RH TRU waste into NRC licensed and approved packagings at various DOE waste generating sites. The MLU service encompasses assembling payloads and loading, leak testing, operation, and shipment certification of Nuclear Regulatory Commission (NRC) Type B packagings. MLU services will require working with radioactive and hazardous materials, lifting and operating the tools and rigging equipment specified in the packaging operations manuals, and traveling to various DOE sites to perform the work. MLU service applies to TRU waste that has already been containerized in an approved payload container and does not include the functions of characterization, certification, packaging, or un-packaging of any loose, non-containerized TRU waste.

### **C.4.3 CONTRACTOR INTEGRATION**

Contractor shall work in an integrated fashion with other CBFO Contractor personnel from the Central Characterization Program (CCP) and Los Alamos National Laboratory-Carlsbad Operations (LANL-CO).

### **C.4.4 MANAGEMENT OF PERSONNEL**

Contractor shall provide and manage skilled and qualified personnel to perform the work described in this PWS including working with radioactive and hazardous materials, lifting and operating the tools and rigging equipment specified in the packaging operations manuals, and traveling to various DOE waste generating sites.

#### **C.4.5 COMPLIANCE WITH TRAINING AND QUALIFICATION PROGRAMS**

Contractor shall comply with all applicable training and qualification programs including, but not limited to: CCP requirements, DOE safety program, quality assurance requirements, requirements specified in the Packaging Program Guidance documents, approved procedures and plans, testing requirements, and other specified courses at the various DOE waste generating sites (e.g. SRS, LANL, INL etc.). Contractor shall furnish all training records to the CCP.

#### **C.4.6 WASTE DISPOSAL ASSESSMENT SUPPORT**

Contractor shall provide the evaluations, assessments and recommendations regarding the WIPP large and small waste quantity generator sites in the following areas: waste loading in WIPP approved packages; applicable waste databases; and review of site options regarding packaging, waste loading, and transportation.

#### **C.4.7 ADMINISTRATIVE REQUIREMENTS**

Contractor shall ensure all administration activities/services for its personnel, including providing accounting and human resources (e.g. making payroll, performance evaluations, expense reports, travel support and disciplinary actions) are provided. Contractor shall obtain a required background investigation.

#### **C.4.8 MOBILITY/TRAVEL REQUIREMENTS**

Engineering Technician positions require up to 90% travel to multiple DOE sites. The Waste Disposal Coordinator/Analyst requires up to 50% travel and must operate from a primary office that shall be located in Carlsbad, NM.

#### **C.05 QUALITY ASSURANCE:**

Contractor personnel shall comply with 10 CFR 71 Subpart H, *Packaging and Transportation of Radioactive Material*, DOE/CBFO 94-1012, CBFO *Quality Assurance Program Document*, and CCP-PO-001, *CCP Transuranic Waste Characterization Quality Assurance Project Plan*.

#### **C.06 RECORDS:**

- C.6.1 The Contractor shall maintain all records produced and reproduced while performing under this contract in accordance with applicable DOE, CBFO, LANL-CO, CCP procedures. These records shall be maintained as property of the Government.
- C.6.2 The use of the notebooks and logbooks shall be in accordance with CCP-QP-011, CCP Notebooks and Logbooks and CP-PO-005, CCP Conduct of Operations. The Contractor shall comply with, CCP-QP-008, CCP Records Management. For CCP procedures, controlled numbers for laboratory notebooks and logbooks are required and are assigned by the CCP.

- C.6.3 Records shall be protected and maintained by controlled access by authorized personnel with locks and access lists posted at each storage location. The storage area is appropriate to minimize the risk of damage or loss from humidity, natural disasters, adverse weather conditions, mold or infestations of insects or rodents. Records will be stored in 1-hour fire-rated cabinets. This includes in-process records maintained by operations personnel.

**PART I – THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

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**SECTION D:**

**PACKAGING AND MARKING:**

**D.01 PACKAGING**

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

**D.02 MARKING**

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

**PART I – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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**SECTION E:**

**INSPECTION AND ACCEPTANCE**

**E.01 FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)**

**E.02 INSPECTION**

Inspection of all work and effort under this Contract shall be accomplished by the Contracting Officer (CO) or his/her duly authorized government representative.

**E.03 ACCEPTANCE**

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the CO or his/her duly authorized representative.

**PART I – THE SCHEDULE**

**SECTION F:**

**DELIVERIES OR PERFORMANCE**

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**SECTION F:**

**DELIVERIES OR PERFORMANCE**

**F.01 FAR 52.242-15 STOP WORK ORDER - ALTERNATE I (AUG 1989)**

**F.02 FAR 52.247-58 LOADING, BLOCKING, BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)**

**F.03 PERIOD OF PERFORMANCE**

The base period of performance for this Contract is from November 1, 2012 through October 31, 2015. Option year one is from November 1, 2015 – October 31, 2016 and Option year two is from November 1, 2016 – October 31, 2017. The option(s) will be exercised unilaterally in accordance with Section I.29, FAR 52.217-9, “Option to Extend the Term of the Contract.”

The transition period is for a period not to exceed fifteen (15) days from the contract award, unless extended by the CO in writing. Upon completion of the transition activities and receipt of the notice to proceed, the Contractor shall assume full responsibility for the PWS.

**F.04 PLACE OF PERFORMANCE**

The scope of work under this Contract will be completed at multiple Department of Energy (DOE) waste generating Government facilities located across the United States (See J.4 for non-inclusive list). Specific DOE contractual meetings and any related certified training may be conducted at the Waste Isolation Pilot Plant (WIPP) or the Carlsbad Field Office in Carlsbad, New Mexico.

**PART I – THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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**SECTION G:**

**CONTRACT ADMINISTRATION DATA**

**G.01 SUBMISSION OF VOUCHERS/INVOICES**

VIPERS. The Contractor is required to submit payment invoices and supporting documentation electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS), which is accessible at <http://finweb.oro.doe.gov/>. Detailed instructions on how to enroll and use the system are provided on the web page.

The website provides the Contractor with system capability, required Electronic Funds Transfer (EFT) banking form/information, and instructions:

1. Logon to VIPERs
2. Request Access
3. Vendor Banking Data Form
4. Registration
5. Invoice Status
6. Electronic Invoicing

- (a) Invoices: The Contractor may submit invoices, with supporting documentation, monthly or every thirty (30) days. The Government will make payments via EFT to the Contractor no later than thirty days after an acceptable invoice is received.
- (b) Statement of Cost: The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost and any related support documentation that is required as an attachment to the invoice:

This Statement of Cost should, as a minimum, include the following:

1. A breakout by cost or price element for each functional area of the PWS for all services actually provided by the Contractor for the current billing period.
2. The names of the Contractor's personnel and associated labor category, the Direct Productive Labor Hours (DPLH) and overtime hours expended, G&A, and the specific tasks associated with the billing.
3. Any charges for travel, which must include the destination, employee who incurred the cost, purpose and length of the trip.
4. Any charges for training shall include the cost, course title, location, and description of need.

5. Material costs shall be broken out by category, quantity, unit cost, and total cost.
6. The statement of cost must include a certification statement signed by a responsible official of the Contractor.

(c) Support Documentation

Other Direct Costs (e.g. travel, training, and material and supplies) claimed for reimbursement on the Statement of Cost must be adequately supported by receipts, prior Contracting Officer authorization, and statements explaining the need for expenditure.

Travel: documentation must include copies of all receipts (minus Meals and Incidental Expenses), as well as, the associated Federal Travel Regulation (FTR) per diem rates. A brief statement explaining the purpose and length of the travel must be provided.

Training: documentation must indicate the course title, cost per participant, and number of total participants. A brief statement explaining the purpose and length of the training must be provided. Also, a copy of the Contracting Officer's prior written training authorization shall be submitted.

Materials and supplies: documentation must include nature of the items, quantities, and associated receipts.

- (d) Any basis for invoice withholding, adjustment or reduction which is discovered after payment must be corrected on subsequent invoices. The CO's written notification will explain the nature of the basis for withholding, adjustment, or reduction, as well as specify the dollar amount.
- (e) Nothing in this provision shall affect the rights of either the Government or the Contractor under the Section I clause entitled FAR 52.232-25, "Prompt Payment," of this Contract.
- (f) The Contractor shall submit one copy of the Invoice: Statement of Cost and all associated Supporting Documents, to the CO:

United States Department of Energy  
Carlsbad Field Office  
Attention: Helen Thomas, Contracting Officer  
4021 National Parks Highway  
Carlsbad, NM 88220

## **G.02 CORRESPONDENCE PROCEDURES**

To provide timely and effective administration and correspondence (except for invoices) submitted under this Contract, the following procedures shall be observed:

- (a) Non-technical and administrative correspondence, including performance factors, waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract, shall be addressed to the Administrative Contracting Officer at the Carlsbad Field Office as listed below:

United States Department of Energy  
Carlsbad Field Office  
Attention: Helen Thomas, Contracting Officer  
4021 National Parks Highway  
Carlsbad, NM 88220

- (b) Technical Correspondence and related matters discussed in Section B concerning the performance of this Contract shall be addressed to the Contracting Officer Representative (COR) at the Carlsbad Field Office (CBFO). The COR, as identified in Section H.17 TECHNICAL DIRECTION, is the point of contact for any and all technical matters related to this Contract. The Contractor shall also provide a copy of all technical correspondence to the Contracting Officer as identified in Section G.02 (a). The COR contact information is listed below:

United States Department of Energy  
Carlsbad Field Office  
Attention: J.R. Stroble, Contracting Officer Representative  
4021 National Parks Highway  
Carlsbad, NM 88220

- (c) The Subject Line(s) for all correspondences shall contain the Contract number as illustrated below:

SUBJECT: CONTRACT NO. DE-EM000TBD

### **G.03 CONTRACTOR'S POINT OF CONTACT**

The Contractor shall identify to the Contracting Officer the official who has the authority to sign this Contract and who is also responsible for managing, administering, and negotiating, and executing changes or modifications to the terms and conditions of this Contract.

### **G.04 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES**

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

### **G.05 OBSERVANCE OF LEGAL HOLIDAYS**

- (a) The on-site Government personnel observe the following holidays:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the Contract.

#### **G.06 DEFINITIONS**

The following special definitions are applicable to this Contract:

- (a) **Contracting Officer (CO)** - The person with the authority to enter into contracts as defined in FAR 2.101, who is responsible for this Contract as a whole. This is the official that will award and or administer the basic Contract.
- (b) **Contracting Officer's Representative (COR)** - The CO's designated representative whose responsibilities apply to the administration of the Contract and the redirection of any mobile loading unit services to various DOE waste generating sites. The extent of the COR's authority is defined in the Contract Clause H.17TECHNICAL DIRECTION.

**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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**SECTION H:**

**SPECIAL CONTRACT REQUIREMENTS**

**H.01 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

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

1. Is, or is suspected of being, a terrorist; is the subject of an outstanding warrant;
2. Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
3. Has presented false or forged identity source documents;
4. Has been barred from Federal employment;
5. Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
6. Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall be responsible for:

Initiating the process for gaining physical access, (i) complying with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) the employee properly completing any forms, and (iii) the employee(s) submitting the forms to the person designated by the Contracting Officer.

The process of gaining physical access (i) cooperating with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) providing additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any

Contractor claim against DOE.

- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE - owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

## **H.02 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 other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree 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 his 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 Contractor personnel.

- (e) This clause shall flow down to all subcontracts.

### **H.03 CONSERVATION OF UTILITIES**

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

### **H.04 CONTRACT PARTICIPATION BY FOREIGN NATIONALS**

- (a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.
- (b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit.

### **H.05 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES**

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

### **H.06 CONTRACTOR EMPLOYEE TRAINING**

The Contractor shall ensure that all employees that perform services under this Contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer or Contracting Officer's Representative (usually within 30 days of the first date of performance on this Contract and as 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.07 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

In the performance of this Contract, the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s), located in Section J of this contract, designated for the WIPP and following DOE waste generating sites, but not limited to: Hanford, Savannah River Site (SRS); Oak Ridge National Laboratory; Los Alamos National Laboratory (LANL); Lawrence Livermore National Laboratory (LLNL); Argonne National Laboratory (ANL); Idaho National Laboratory (INL); and Sandia National Laboratory (SNL). In addition, the Contractor must fully comply with the regulations discussed in FAR 52.222-42 "Statement of Equivalent Rates for Federal Hires."

**H.08 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2011)**

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.

**H. 09 INSURANCE – WORK ON A GOVERNMENT INSTALLATION**

The following kinds and minimum amounts of insurance are required during the performance of this Contract:

- (a) Worker's Compensation and Employer's Liability Insurance:
  - 1. The amount required by the State of New Mexico under applicable Worker's Compensation and occupational disease statutes
  - 2. Employer's liability insurance in the amount of \$500,000.
- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$1,000,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be listed on the comprehensive form of the policy. It 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 \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 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 MODIFICATION AUTHORITY**

Notwithstanding any of the other clauses of this Contract, the CO 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.11 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTOR**

The representations, certifications, and other statements completed by the Contractor, are hereby incorporated by reference and made a part of this contract.

**H.12 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

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

**H.13 ORGANIZATIONAL CONFLICT OF INTEREST RESTRICTIONS**

In performing or by performing this Contract, it is possible a potential or actual organizational conflict of interest may occur. Consequently, in accordance with FAR 9.502, restrictions may be placed on future activities of the Contractor, its employees and subcontractor Contractor's. The requirements at DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) apply to this Contract.

**H.14 PERSONNEL**

The Contractor shall hire only competent personnel to be used in the performance of this Contract. The DOE shall have the right to direct the Contractor to require the replacement of any employee of the Contractor who does not meet the training and certification requirements necessary to perform the work described in Section C, Descriptions/Specifications/Performance Work Statement and Attachment J-2 Job Classifications, Qualifications, and Duties.

**H.15 SECURITY**

- (a) The Contractor and its personnel shall meet all applicable security requirements. The Contractor shall obtain a DOE foreign ownership, control, or influence (FOCI) determination.
- (b) DOE Background Investigations are required for Contractor personnel assigned to work on-site. For those employees who were employed under the previous, security file must be updated to reflect the Contractor's information.
- (c) All Contractor personnel will be required to obtain an access badge through the security office. This badge must be worn on outside clothing at all times while working at any DOE site.
- (d) Any separated Contract personnel shall return badges to the cognizant DOE Security Office. The COR or Contracting Officer shall be informed by letter when employees no longer need access for whatever reason, or when a badge expires.

**H.16 SECTION 8(A) DIRECT AWARDS**

- (a) This Contract is issued as a direct award between the DOE and the 8(a) Contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Energy (DOE). The SBA retains the responsibility for 8(a) certification, 8(a) eligibility determinations, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program.

The cognizant SBA district office for the 8(a) Contractor is:

U.S. Small Business Administration  
Georgia District Office  
233 Peachtree Street, NE Suite 1900  
Atlanta, GA 30303  
404-331-0100

- (b) DOE is responsible for administering the Contract and taking any action on behalf of the Government under the terms and conditions of the Contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the Contract. DOE shall also obtain approval from the SBA prior to processing any novation agreement. DOE may assign Contract administration functions to a Contract administration office.

The Contractor agrees:

1. To notify the Contracting Officer, simultaneously with its notification to the SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the Contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
2. To comply with FAR 52.219-14, "Limitations on Subcontracting."

#### **H.17 TECHNICAL DIRECTION - DEAR 952.242-70 (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 Performance Work Statement;
  2. Constitutes a change as defined in FAR 52.243-2 Changes - Cost Reimbursement.
  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.

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."

#### **H.18 CBFO CONTRACTOR INTEGRATION**

The Contractor shall coordinate with LANL-CO who is the central site loading coordinator, designated by CBFO, regarding the containers to be loaded and the specific order of operations.

#### **H.19 TRAVEL**

The Contractor shall be entitled to reimbursement of the actual expenses incurred by its employees for lodging, meals and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for travel related to the redirection of mobile loading services to another DOE waste generating site or training which requires travel. Reimbursement

shall be in accordance with applicable US Federal Travel Regulations using the standard rates established by the General Services Administration (GSA) for the locality where the employee(s) were required to perform work or train in connection with this Contract. Travel costs will be reimbursed on an actual cost basis.

Travel is only justified in instances where the Contractor is required to perform loading duties at another DOE waste generating site or when training requires travel. The Contractor shall request and receive approval from the CO before any travel for training purposes.

The Contractor shall submit a formal Travel Control Plan to the CO no later than seven (7) days after the notice to proceed that contains the following:

1. Description of company's designed measures and internal controls to prevent excess travel and travel costs to assure that such travel is in the best interest of the Government.
2. Company policy in regards to fraudulent and dishonest travel cost reporting.

The Contractor shall also submit travel cost estimates to the CO every three (3) months or quarterly.

The Contractor shall make efforts to stay within the submitted travel cost estimate. All travel control plan changes must be approved in advance by the CO prior to authorization.

## **H.20 TRAINING**

The Contractor shall be reimbursed for contract related training, certifications, and licensing cost directly related to and required for conducting mobile loading operations. Any DOE-provided training (e.g. safety, security, ethics, privacy awareness etc.) directed by the CO is non-reimbursable and bears no direct cost to the Contractor. Training costs will be reimbursed on an actual cost basis and all reimbursement shall be in accordance with the prior written approval of the CO.

## **H. 21 MATERIALS**

The Contractor shall be reimbursed for allowable and relatable materials including Personal Protective Equipment (PPE).

## **H.22 OVERTIME HOURS**

Overtime hours are only justified in instances where it can be shown that overtime is needed to accomplish the MLU loading objectives to increase shipment quantity, to avoid shipping delays or backups, and to make up for delays beyond the Contractor's control.

- (a) The Contractor shall submit a formal Overtime Control Plan to the CO no later than 7 days after the notice to proceed that contains the following:
  1. Description of company's designed measures to prevent excess overtime and to assure that such overtime work is in the best interest of the Government.

2. Description of specific internal controls to be used to ensure that overtime hours are not exceeded by non-exempt employees.
3. Company policy in regards to fraudulent and dishonest employee labor hours or credit reporting.
4. Prohibition of casual overtime for exempt employees, if any.
5. Agreed upon overtime premium rates and hours.

The Overtime Control Plan is only valid upon approval by the CO and all plan changes must be approved in advance by the CO prior to authorization. No overtime work will be authorized prior to the approval of the Overtime Control Plan.

- (b) When overtime hours are likely to exceed the estimated amount described in paragraph (a), the Contractor must submit a formal Request and subsequent Revised Overtime Control Plan.

### **H.23 NONDISPLACEMENT OF QUALIFIED WORKERS**

In accordance with Executive Order 13495, Section 5, Nondisplacement of Qualified Workers, the following requirement is incorporated into the Contract.

- (a) Consistent with the efficient performance of this contract, the Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The Contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.
- (b) Notwithstanding the obligation under paragraph (a) above, the Contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this Contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor Contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.
- (c) In accordance with Federal Acquisition Regulation 52.222-41(n), the Contractor shall, not less than 10 days before completion of this contract,

furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor Contractor, and the list shall be provided on request to employees or their representatives.

- (d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (e) In every subcontract entered into in order to perform services under this contract, the Contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the Contractor with the information about the employees of the subcontractor needed by the Contractor to comply with paragraph 5(c), above. The Contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

#### **H. 24 SAFETY IN THE WORK AREA**

The Contractor shall take all reasonable safety precautions in the performance of the work under this Contract.

#### **H.25 EMPLOYEE CONCERNS PROGRAM**

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of contract award that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in DOE Order 442.1A, and DOE Guide 442.1-1, Employee Concerns Program, and all superseding versions.

#### **H.26 ALTERNATIVE DISPUTE RESOLUTION (ADR)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in

- the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
1. DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.
  2. The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

#### **H.27 COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPv6), IN ACQUIRING INFORMATION TECHNOLOGY (JULY 2011)**

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the Performance Work Statement of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such non-conformance and act in accordance with the instructions of the Contracting Officer.

#### **H.28 MATERIAL SAFETY DATA SHEET AVAILABILITY (JULY 2011)**

In implementation of the clause in Section I entitled, "FAR 52.223-3 Hazardous Material Identification and Material Safety Data," the Contractor shall obtain, review and maintain a material safety data sheet (MSDS) in a readily accessible manner for each hazardous material (or

mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

**PART II –CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

<b>I.01</b>	<b>52.202-1</b>	<b>DEFINITIONS (JAN 2012)</b>
<b>I.02</b>	<b>52.203-3</b>	<b>GRATUITIES (APR 1984)</b>
<b>I.03</b>	<b>52.203-5</b>	<b>COVENANT AGAINST CONTINGENT FEES (APR 1984)</b>
<b>I.04</b>	<b>52.203-6</b>	<b>RESTRICTIONS ON SUBCONTRACTOR CONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)</b>
<b>I.05</b>	<b>52.203-7</b>	<b>ANTI-KICKBACK PROCEDURES (OCT 2010)</b>
<b>I.06</b>	<b>52.203-8</b>	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>
<b>I.07</b>	<b>52.203-10</b>	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>
<b>I.08</b>	<b>52.203-12</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)</b>
<b>I.09</b>	<b>52.203-13</b>	<b>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)</b>
<b>I.10</b>	<b>52.204-1</b>	<b>APPROVAL OF CONTRACT (DEC 1989)</b>
<b>I.11</b>	<b>52.204-2</b>	<b>SECURITY REQUIREMENTS (AUG 1996)</b>
<b>I.12</b>	<b>52.204-4</b>	<b>PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)</b>
<b>I.13</b>	<b>52.204-7</b>	<b>CENTRAL CONTRACTOR REGISTRATION (FEB 2012)</b>
<b>I.14</b>	<b>52.204-9</b>	<b>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</b>
<b>I.15</b>	<b>52.204-10</b>	<b>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)</b>
<b>I.16</b>	<b>52.209-6</b>	<b>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)</b>
<b>I.17</b>	<b>52.209-9</b>	<b>UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS</b>

		<p><b>(FEB 2012)</b></p> <p>(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the Contract, by posting the required information in the Central Contractor Registration database at <a href="http://www.ccr.gov">http://www.ccr.gov</a>. (b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.</p> <p>(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, <i>i.e.</i>, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.</p> <p>(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600. As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.</p>
<b>I.18</b>	<b>52.215-2</b>	<b>AUDIT AND RECORDS—NEGOTIATION (OCT 2010)</b>
<b>I.19</b>	<b>52.215-8</b>	<b>ORDER OF PRECEDENCE UNIFORM CONTRACT FORMAT (OCT 1997)</b>
<b>I.20</b>	<b>52.215-11</b>	<b>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)</b>
<b>I.21</b>	<b>52.215-13</b>	<b>SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)</b>
<b>I.23</b>	<b>52.215-17</b>	<b>WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)</b>
<b>I.25</b>	<b>52.215-19</b>	<b>NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)</b>
<b>I.26</b>	<b>52.215-21</b>	<b>REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS – ALTERNATE IV (OCT 2010)</b>
<b>I.27</b>	<b>52.215-23</b>	<b>LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)</b>
<b>I.28</b>	<b>52.216-7</b>	<b>ALLOWABLE COST AND PAYMENT (JUN 2011)</b>
<b>I.29</b>	<b>52.216-8</b>	<b>FIXED FEE (JUN 2011)</b>
<b>I.30</b>	<b>52.217-8</b>	<p><b>OPTION TO EXTEND SERVICES (NOV 1999)</b></p> <p>The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the end of</p>

		the contract period.
<b>I.31</b>	<b>52.217-9</b>	<b>OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</b>  (a) The Government may extend the term of this Contract by written notice to the Contractor, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the Contract expires. The preliminary notice does not commit the Government to an extension.  (b) If the Government exercises this option, the extended Contract shall be considered to include this option clause. (c) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.
<b>I.32</b>	<b>52.219-6</b>	<b>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)</b>
<b>I.33</b>	<b>52.219-8</b>	<b>UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)</b>
<b>I.34</b>	<b>52.219-11</b>	<b>SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)</b>
<b>I.35</b>	<b>52.219-12</b>	<b>SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)</b>  (a) The Small Business Administration (SBA) has entered into Contract No. DE-EM0002165 with the Department of Energy to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.  (b) Celeritex Services., hereafter referred to as the subcontractor, agrees and acknowledges as follows:  (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DE-EM0002165 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.  (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Department of Energy with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.  (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Department of Energy.  (4) That it will notify the Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.  (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Department of Energy.
<b>I.36</b>	<b>52.219-14</b>	<b>LIMITATIONS ON SUBCONTRACTING (NOV 2011)</b>
<b>I.37</b>	<b>52.219-18</b>	<b>NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8 (a) CONCERNS (JUNE 2003)</b>

I.38	52.219-28	<b>POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (APR 2012)</b>								
I.39	52.222-1	<b>NOTICE TO GOVERNMENT OF LABOR DISPUTES (FEB 1997)</b>								
I.40	52.222-3	<b>CONVICT LABOR (JUNE 2003)</b>								
I.41	52.222-4	<b>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)</b>								
I.42	52.222-21	<b>PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)</b>								
I.43	52.222-26	<b>EQUAL OPPORTUNITY (MAR 2007)</b>								
I.44	52.222-35	<b>EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)</b>								
I.45	52.222-36	<b>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)</b>								
I.46	52.222-37	<b>EMPLOYMENT REPORTS VETERANS (SEP 2010)</b>								
I.47	52.222-40	<b>NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)</b>								
I.48	52.222-41	<b>SERVICE CONTRACT ACT OF 1965 (NOV 2007)</b>								
I.49	52.222-42	<p><b>STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)</b></p> <p>In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the Contract and states the wages and fringe benefits payable to each if they were employed by the Contracting agency subject to the provisions of <a href="#">5 U.S.C. 5341</a> or <a href="#">5332</a>.</p> <p><i>This Statement is for Information Only: It is not a Wage Determination</i></p> <p style="text-align: center;"><b>Employee Class Monetary Wage—Fringe Benefits</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Engineering Technician I</td> <td>GS-3: \$11.99</td> </tr> <tr> <td>Engineering Technician II</td> <td>GS-4: \$13.46</td> </tr> <tr> <td>Engineering Technician III</td> <td>GS-5: \$15.06</td> </tr> <tr> <td>Engineering Technician IV</td> <td>GS-7: \$18.65</td> </tr> </table>	Engineering Technician I	GS-3: \$11.99	Engineering Technician II	GS-4: \$13.46	Engineering Technician III	GS-5: \$15.06	Engineering Technician IV	GS-7: \$18.65
Engineering Technician I	GS-3: \$11.99									
Engineering Technician II	GS-4: \$13.46									
Engineering Technician III	GS-5: \$15.06									
Engineering Technician IV	GS-7: \$18.65									
I.50	52.222-50	<b>COMBATING TRAFFICKING IN PERSONS (FEB 2009)</b>								

<b>I.51</b>	<b>52.222-54</b>	<b>EMPLOYMENT ELIGIBILITY VERIFICATION (JUN 2012)</b>
<b>I.52</b>	<b>52.223-2</b>	<b>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)</b>
<b>I.53</b>	<b>52.223-3</b>	<b>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)</b>
<b>I.54</b>	<b>52.223-5</b>	<b>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)</b>
<b>I.55</b>	<b>52.223-6</b>	<b>DRUG-FREE WORKPLACE (MAY 2011)</b>
<b>I.56</b>	<b>52.223-10</b>	<b>WASTE REDUCTION PROGRAM (MAY 2011)</b>
<b>I.57</b>	<b>52.223-15</b>	<b>ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)</b>
<b>I.58</b>	<b>52.223-16</b>	<b>IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)</b>
<b>I.59</b>	<b>52.223-17</b>	<b>AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)</b>
<b>I.60</b>	<b>52.223-18</b>	<b>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)</b>
<b>I.61</b>	<b>52.224-1</b>	<b>PRIVACY ACT NOTIFICATION (APR 1984)</b>
<b>I.62</b>	<b>52.224-2</b>	<b>PRIVACY ACT (APR 1984)</b>
<b>I.63</b>	<b>52.225-1</b>	<b>BUY AMERICAN ACT – SUPPLIES (FEB 2009)</b>
<b>I.64</b>	<b>52.225-13</b>	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)</b>
<b>I.65</b>	<b>52.227-14</b>	<b>RIGHTS IN DATA—GENERAL (DEC 2007)</b>
<b>I.66</b>	<b>52.227-23</b>	<b>RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)</b>
<b>I.67</b>	<b>52.229-10</b>	<b>STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)</b>
<b>I.68</b>	<b>52.232-17</b>	<b>INTEREST (OCT 2010)</b>
<b>I.69</b>	<b>52.232-22</b>	<b>LIMITATION OF FUNDS (APR 1984)</b>
<b>I.70</b>	<b>52.232-25</b>	<b>PROMPT PAYMENT (OCT 2008)</b>
<b>I.71</b>	<b>52.232-33</b>	<b>PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL</b>

		<b>CONTRACTOR REGISTRATION (OCT 2003)</b>
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<b>I.74</b>	<b>52.233-4</b>	<b>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)</b>
<b>I.75</b>	<b>52.237-2</b>	<b>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)</b>
<b>I.76</b>	<b>52.237-3</b>	<b>CONTINUITY OF SERVICES (JAN 1991)</b>
<b>I.77</b>	<b>52.242-1</b>	<b>NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)</b>
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<b>I.80</b>	<b>52.242-13</b>	<b>BANKRUPTCY (JULY 1995)</b>
<b>I.81</b>	<b>52.243-2</b>	<b>CHANGES – COST REIMBURSEMENT ALTERNATE I (AUG 1987)</b>
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<b>I.86</b>	<b>52.245-9</b>	<b>USE AND CHARGES (APR 2012)</b>
<b>I.87</b>	<b>52.246-11</b>	<b>HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)</b>
<b>I.88</b>	<b>52.246-25</b>	<b>LIMITATION OF LIABILITY—SERVICES (FEB 1997)</b>
<b>I.89</b>	<b>52.247-15</b>	<b>CONTRACTOR RESPONSIBILITY FOR LOADING/UNLOADING (APR 1984)</b>
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<b>I.91</b>	<b>52.247-25</b>	<b>GOVERNMENT FURNISHED EQUIPMENT WITH OR WITHOUT OPERATORS (APR 1984)</b>
<b>I.92</b>	<b>52.249-6</b>	<b>TERMINATION (COST REIMBURSEMENT) (MAY 2004)</b>
<b>I.93</b>	<b>52.249-14</b>	<b>EXCUSABLE DELAYS (APR 1984)</b>

<b>I.94</b>	<b>52.251-1</b>	<b>GOVERNMENT SUPPLY SOURCES (APR 2012)</b>
<b>I.95</b>	<b>52.252-2</b>	<b>CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</b>  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/these address(es): <a href="https://www.acquisition.gov/far/">https://www.acquisition.gov/far/</a>
<b>I.96</b>	<b>52.252-4</b>	<b>ALTERATIONS IN CONTRACT (APR 1984)</b>
<b>I.97</b>	<b>52.253-1</b>	<b>COMPUTER GENERATED FORMS (JAN 1991)</b>
<b>I.98</b>	<b>DEAR 952.202-1 DEFINITIONS</b>	
<b>I.99</b>	<b>DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)</b>  (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.	
<b>I.100</b>	<b>DEAR 952.204-77 COMPUTER SECURITY (AUG 1996)</b>  (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 Contractor 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	

	<p>using a DOE computer shall have any expectation of privacy in the use of that computer.</p> <p>(d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractor Contractor's 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.</p> <p>(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.</p>
<p><b>I.101</b></p>	<p><b>DEAR 952.208-70 PRINTING (APR 1984)</b></p> <p>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.</p> <p>(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.</p> <p>(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.</p> <p>(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.</p> <p>(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).</p>
<p><b>I.102</b></p>	<p><b>DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)</b></p> <p>(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.</p> <p>(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.</p> <p>(1) Use of Contractor's Work Product.</p>

(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) 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.

	<p>(c) Disclosure after award.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
<p><b>I.103</b></p>	<p><b>DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)</b></p> <p>(a) Definition. Eligible employee means a current or former employee of a Contractor or subcontractor Contractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for Contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its Contractors with respect to work under its Contract with the Department at the time the particular position is available.</p> <p>(b) Consistent with Department of Energy guidance for Contractor work force restructuring, as may be amended or supplemented from time to time, the Contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this Contract.</p> <p>(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.</p>
<p><b>I.104</b></p>	<p><b>DEAR 952.227-14 RIGHTS IN DATA – GENERAL</b></p> <p>As prescribed at 48 CFR 927.404(l) insert Alternate VI to require the Contractor to license data regarded as limited rights data or restricted computer software to the Government and third parties at reasonable royalties upon request by the Department of Energy. (k) Contractor Licensing. Except as may be otherwise specified in this Contract as data not subject to this paragraph, the Contractor agrees that upon written application by DOE, it will grant to the</p>

	<p>Government and responsible third parties, for purposes of practicing a subject of this Contract, a nonexclusive license in any limited rights data or restricted computer software on terms and conditions reasonable under the circumstances including appropriate provisions for confidentiality; provided, however, the Contractor shall not be obliged to license any such data if the Contractor demonstrates to the satisfaction of the Secretary of Energy or designee that:(1) Such data are not essential to the manufacture or practice of hardware designed or fabricated, or processes developed, under this Contract;(2) Such data, in the form of results obtained by their use, have a commercially competitive alternate available or readily introducible from one or more other sources;(3) Such data, in the form of results obtained by their use, are being supplied by the Contractor or its licensees in sufficient quantity and at reasonable prices to satisfy market needs, or the Contractor or its licensees have taken effective steps or within a reasonable time are expected to take effective steps to so supply such data in the form of results obtained by their use; or (4) Such data, in the form of results obtained by their use, can be furnished by another firm skilled in the art of manufacturing items or performing processes of the same general type and character necessary to achieve the Contract results.</p>
<p><b>I.105</b></p>	<p><b>DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)</b></p> <p>(a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.</p> <p>(b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.</p> <p>(c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.</p> <p>(d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.</p> <p>(e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.</p> <p>(f) Obtaining travel discounts.</p> <p>(1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA Contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.</p> <p>(2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.</p> <p><b>OFFICIAL AGENCY LETTERHEAD</b></p> <p>TO: Participating Vendor</p>

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Description</b>	<b>Pg. # /No. of Pages</b>
<b>J-1</b>	<b>LIST OF APPLICABLE DOE DIRECTIVES</b>	<b>J-1-3 - 3/3</b>
<b>J-2</b>	<b>JOB CLASSIFICATIONS, QUALIFICATIONS, AND DUTIES</b>	<b>J-2-1/1</b>
<b>J-3</b>	<b>LIST OF DELIVERABLES</b>	<b>J-3-11</b>
<b>J-4</b>	<b>SERVICE CONTRACT ACT WAGE DETERMINATIONS</b>	<b>J-4/1</b>

**ATTACHMENT J-1**

**LIST OF APPLICABLE DOE DIRECTIVES**

(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.

(b) In performing work under this Contract, the Contractor shall comply with the requirements of the following DOE directives, or parts thereof, identified in the following list. The list is sub-divided. List 1.0 is for Standards/Requirements Identification Document (S/RID) which contain documents that prescribe requirements for the environmental, safety, and health concerns specifically applicable to this Contract. List 2.0 documents are generally administrative or programmatically descriptive in nature and do not fit into the S/RID category. They may include, but are not limited to, areas such as accounting and budgeting, safeguards and security, and information management. It is expected that the Contractor will conform to policies and procedures in place at the operating facilities. Many of these requirements below will be covered by the policies at the operating facilities.

In addition to these listed directives, the Contractor shall adhere to all applicable requirements and directives pertinent to the various DOE waste generating sites for which work under this Contract shall be performed.

**LIST 1.0: STANDARDS/REQUIREMENTS IDENTIFICATION DOCUMENT (S/RID)**

Directive Number	Directive Title
<b>Orders</b>	
DOE O 231.1B	Environment, Safety and Health Reporting
DOE O 243.2	Vital Records
DOE O 227.1	Independent Oversight Program
DOE O 414.1D	Quality Assurance
DOE O 420.1B Chg 1	Facility Safety
DOE O 422.1	Conduct of Operations
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 433.1B	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1, Chg 1	Radioactive Waste Management
DOE O 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health

<b>Directive Number</b>	<b>Directive Title</b>
DOE O 458.1 Chg 2	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
<b>Manuals</b>	
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information
DOE M 435.1-1 Admin Chg.2	Radioactive Waste Management Manual
DOE M 460.2-1A	Radioactive Material Transportation Practices

**LIST 2.0: ADMINISTRATIVE AND PROGRAMMATIC**

<b>Directive Number</b>	<b>Directive Title</b>
<b>Orders</b>	
DOE O 200.1A	Information Technology Management
DOE O 203.1	Limited Personal use of Government Office Equipment including Information Technology
DOE O 205.1B	Department of Energy Cyber Security Program
DOE O 206.1	Department of Energy Privacy Program
DOE O 221.1A	Reporting Fraud, Waste and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1	Records Management Program
DOE O 251.1C	Departmental Directives Program
DOE O 252.1A	Technical Standards Program
DOE O 350.1, Chg 3	Contractor Human Resource Management Programs
DOE O 412.1A	Work Authorization System
DOE O 413.1B	Internal Control Program

<b>Directive Number</b>	<b>Directive Title</b>
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 430.1B Chg 2	Real Property Asset Management
DOE O 436.1	Departmental Sustainability
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 470.3B	Graded Security Protection (GSP) Policy
DOE O 470.4B	Safeguards and Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3- Admin Chg 1	Identifying and Protecting Official Use Only Information
DOE O 471.6	Information Security
DOE O 472.2	Personal Security
DOE O 473.3	Protection Program Operations
DOE O 474.2 Admin Chg 1	Nuclear Material Control and Accountability
DOE O 534.1B	Accounting
DOE O 544.1	Priorities and Allocations Program
DOE O 580.1 Chg 1	Department of Energy Personal Property Management Program
DOE O 5670.1A	Management and Control of Foreign Intelligence
<b>Manuals</b>	
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE M 205.1-3	Telecommunications Security Manual
DOE M 470.4-1 Chg 2	Safeguards and Security Program Planning and Management
DOE M 471.3-1 Adm Chg 1	Manual for Identifying and Protecting Official Use Only Information

**ATTACHMENT J-2 JOB CLASSIFICATIONS, QUALIFICATIONS, AND DUTIES**

Category	Qualifications Years /Education	Duties & Description
Engineering Technician I	Five years of mechanical and lifting/rigging experience within an industrial environment under a formal quality assurance program. Nuclear and/or DOE program or site experience is preferred.  DOE Background Investigation	<ul style="list-style-type: none"> <li>• Load and operate the Type B Packaging in accordance with the NRC issued Certificate of Compliance and operate and maintain MLU equipment in accordance with approved documentation.</li> </ul>
Engineering Technician II	In addition to the minimum qualifications years / education for Engineering Technician I, Two years of experience or less directly as a TRU waste mobile loading operator. Type B Packaging leak detection certification not required.  DOE Background Investigation.	<ul style="list-style-type: none"> <li>• Load and operate the Type B Packaging in accordance with the NRC issued Certificate of Compliance and operate and maintain MLU equipment in accordance with approved documentation.</li> </ul>
Engineering Technician III	In addition to the minimum qualifications years / education for Engineering Technician II, Two years of experience or more directly as a TRU waste mobile loading operator. Completed Type B Packaging leak detection certification.  DOE Background Investigation.	<ul style="list-style-type: none"> <li>• Load and operate the Type B Packaging in accordance with the NRC issued Certificate of Compliance and operate and maintain MLU equipment in accordance with approved documentation.</li> </ul>
Engineering Technician IV	In addition to the minimum qualifications years / education for Engineering Technician III, Two years of experience or more directly as a TRU waste mobile loading operator. At least one year experience as a team or crew lead. Completed Type B Packaging leak detection certification. Certified Transportation Certification Official (TCO).  DOE Background Investigation.	<ul style="list-style-type: none"> <li>• Supervises other mobile loading crew members, coordinates schedules, and field validates time logs.</li> </ul>
Waste Disposal Coordinator/Analyst	Two years of experience or more, within a nuclear environment and/or DOE program or site, coordinating personnel and operational resources across a vast geographical area to accomplish a technically complex work scope.  Direct experience in conducting program evaluations and recommending improvements through formal reports and presentations.	<ul style="list-style-type: none"> <li>• Provide communications and logistical support for CBFO TRU generator site interface/ National TRU Program.</li> <li>• Support crew members with loading coordination, (i.e. travel assignments, training needs, administrative functions, purchasing materials, etc.) prepare documentation and track action items.</li> <li>• Develop white papers, reports, and journal articles; presentations and posters; and other technical and communications documents requested by CBFO.</li> </ul>

**ATTACHMENT J-3 LIST OF DELIVERABLES**

	<b>Deliverable/Description</b>	<b>Driver</b>	<b>Schedule/Frequency (DUE DATE)</b>	<b>Approval / Information</b>
1.	Workplace Substance Abuse Program	DEAR 970.5223-3 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (DEC 2000)	30 days after notice to proceed.	Approval
2.	Transition Status Update	Section C.03	7 days after notice to proceed.	Approval
3.	Travel Control Plan	Section H.19	7 days after notice to proceed.	Approval
4.	Quarterly Travel Estimates	Section G.01 / H.19	Every three months or Quarterly	Approval
5.	Overtime Control Plan	Section H.22	7 days after notice to proceed.	Approval
6.	Employee Concerns Program	Section H.25	90 days after contract award.	Approval
7.	Performance of Work Report for Contractor Compliance as an 8(a) participant to a Joint Venture	13 CFR 121 and 13 CFR 124	As needed.	Approval
8.	Performance of Work Report for Contractor Compliance with Limitations on Subcontracting	Section I. FAR 52.219-14	As needed.	Approval