

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 26

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

1. DATE OF ORDER 11/26/2010		2. CONTRACT NO. (If any) GS-35F-0542L		B. SHIP TO:	
3. ORDER NO. DE-DT0001992		4. REQUISITION/REFERENCE NO. 11EM000503		a. NAME OF CONSIGNEE Office of HQ PS (HQ)	
5. ISSUING OFFICE (Address correspondence to) Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. Washington DC 20585				b. STREET ADDRESS U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. a. CITY Washington d. STATE DC e. ZIP CODE 20585	
7. TO: OLA B. SAGE				1. SHIP VIA Elaine Heath, EM-73, 202-566-1416	
a. NAME OF CONTRACTOR E-MANAGEMENT CONSULTANTS INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	
c. STREET ADDRESS 1010 WAYNE AVENUE SUITE 1150				<input checked="" type="checkbox"/> b. DELIVERY  Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY SILVER SPRING		e. STATE MD	f. ZIP CODE 20910-6325	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT BR. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		15. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Regulations)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	TERIALS TASK ORDER  11/23/10 Date					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(b) TOTAL Cost (pages)
21. MAIL INVOICE TO:						
a. NAME OR for HQ				(b)(4)		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4937						
c. CITY Oak Ridge		d. STATE TN	e. ZIP CODE 37831			
22. UNITED STATES OF AMERICA BY (Signature)  Iris W. Clarke				23. NAME (Typed) Iris W. Clarke TITLE: CONTRACTING/ORDERING OFFICER		

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OPTIONAL FORM 347 (Rev. 10/2005)  
Prescribed by GSA FPMR 41 CFR 101-11.6

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

PAGE NO

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

11/26/2010

GS-35F-0542L

DE-DT0001992

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	Information technology (IT) services to support the Office of Environmental Management (EM) mission of accelerated risk reduction and cleanup/closure. Accounting Info: Period of Performance: 12/01/2010 to 11/30/2012  Information Technology (IT) Support Services  Line item value is: (b)(4) Incrementally Funded Amount: \$400,000.00				(b)(4)	

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

(b)(4)

**Task Order Terms and Conditions**

The following Task Order Terms and Conditions are in addition to the referenced Federal Supply Schedule terms and conditions which apply.

The Term "Contract" is interchangeable with "Task Order".

All work will be performed in accordance with the attached Statement of Work, (Attachment A), Position Descriptions (Attachment B), Quality Assurance Surveillance Plan (Attachment C), and Reporting Requirements Checklist (Attachment D); and pursuant to the Technical and Price Proposal dated 05/03/2010; and the following fully burdened Labor Categories Rates and Other Direct Costs.

**1. DOE-B-1007 – Deliverable Requirements – Time and Material/Labor Hour**

**a. Base Year One:**

**Period of Performance : 12 Months – 12/1/2010 – 11/30/2011**

e-Management Consultants, Inc.		
DOE Labor Category	GSA Labor Category	Base Year 1 Labor Rate
SR System Analyst (Key)	(b)(4)	
System Analyst		
SR System Security Analyst		
System Security Analyst		
Project Manager (Key)		
Program Manager (Key)		
IT Capital Planning Analyst		
Analyst		
Web Designer		
Enterprise Architect -Meta-Model (Key)		
Enterprise Architect		
SR Information Technology Engineer		
Electronic Tech		
SR Programmer Analyst		
Programmer Analyst		
Support Staff		
Enterprise Integration Specialist		
Penetration Tester		
Video Teleconferencing Technician		
Subject Matter Expert I		
Subject Matter Expert II		
(b)(4)		
Web Content Manager (Key)	(b)(4)	
Data Architect		
SR Electronic Tech		

TOTAL BASE YEAR ONE Travel Costs: \$320,000  
 TOTAL BASE YEAR ONE Other Direct Costs: \$2,000,000  
 TOTAL BASE YEAR ONE DPLH: 56,310  
 TOTAL CEILING FOR BASE YEAR ONE: (b)(4)

b. **Base Year Two:**  
**Period of Performance: 12 Months – 12/1/2011 – 11/30/2012**

e-Management Consultants, Inc.		
DOE Labor Category	GSA Labor Category	Base Year 2 Labor Rate
SR System Analyst (Key)	(b)(4)	
System Analyst		
SR System Security Analyst		
System Security Analyst		
Project Manager (Key)		
Program Manager (Key)		
IT Capital Planning Analyst		
Analyst		
Web Designer		
Enterprise Architect - Meta-Model (Key)		
Enterprise Architect		
SR Information Technology Engineer		
Electronic Tech		
SR Programmer Analyst		
Programmer Analyst		
Support Staff		
Enterprise Integration Specialist		
Penetration Tester		
Video Teleconferencing Technician		
Subject Matter Expert I		
Subject Matter Expert II		
(b)(4)		
Web Content Manager (Key)	(b)(4)	
Data Architect		
SR Electronic Tech		

**TOTAL BASE YEAR TWO Travel Costs: \$320,000**  
**TOTAL BASE YEAR TWO Other Direct Costs: \$2,000,000**  
**TOTAL BASE YEAR TWO DPLH: 56,310**  
**TOTAL CEILING FOR BASE YEAR TWO: (b)(4)**

**TOTALS FOR 24 MONTH BASE PERIOD**

**TOTAL 24 MONTH BASE PERIOD Travel Costs: \$640,000**  
**TOTAL 24 MONTH BASE PERIOD Other Direct Costs: \$4,000,000**  
**TOTAL 24 MONTH BASE PERIOD DPLH: 112,560**  
**TOTAL CEILING FOR 24 MONTH BASE PERIOD: (b)(4)**

**2. DOE-H-1020 Options to the Contract**

- (a) The Government may unilaterally exercise the option(s) in this contract by written notice to the Contractor within the term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to exercise at least 30 days before the contract expires. The preliminary notice does not commit the Government to execute the option.
- (b) If the Government exercises an option, the contract shall be considered to include this option provision.
- (c) Should the Government exercise any option hereunder all contractual terms and conditions shall remain in effect.

- a. **Option Period One**  
**Period of Performance : 12 Months - 12/1/2012 - 11/30/2013**

e-MANAGEMENT CONSULTANTS, INC.		
DOE Labor Category	GSA Labor Category	Option Year 1 Labor Rate
SR System Analyst (Key)	(b)(4)	
System Analyst		
SR System Security Analyst		
System Security Analyst		
Project Manager (Key)		
Program Manager (Key)		
IT Capital Planning Analyst		
Analyst		
Web Designer		
Enterprise Architect -Meta-Model (Key)		
Enterprise Architect		
SR Information Technology Engineer		
Electronic Tech		
SR Programmer Analyst		
Programmer Analyst		
Support Staff		
Enterprise Integration Specialist		
Penetration Tester		
Video Teleconferencing Technician		
Subject Matter Expert I		
Subject Matter Expert II		
(b)(4)		
Web Content Manager (Key)	(b)(4)	
Data Architect		
SR Electronic Tech		

TOTAL OPTION PERIOD ONE Travel Costs: \$320,000  
 TOTAL OPTION PERIOD ONE Other Direct Costs: \$2,000,000  
 TOTAL OPTION PERIOD ONE DPLH: 56,310  
 TOTAL CEILING FOR OPTION PERIOD ONE: (b)(4)

- b. **Option Period Two**  
**Period of Performance : 12 Months - 12/1/2013 - 11/30/2014**

e-MANAGEMENT CONSULTANTS, INC.		
DOE Labor Category	GSA Labor Category	Option Year 2 Labor Rate
SR System Analyst (Key)	(b)(4)	
System Analyst		
SR System Security Analyst		
System Security Analyst		
Project Manager (Key)		
Program Manager (Key)		
IT Capital Planning Analyst		

Analyst	(b)(4)
Web Designer	
Enterprise Architect -Meta-Model (Key)	
Enterprise Architect	
SR Information Technology Engineer	
Electronic Tech	
SR Programmer Analyst	
Programmer Analyst	
Support Staff	
Enterprise Integration Specialist	
Penetration Tester	
Video Teleconferencing Technician	
Subject Matter Expert I	
Subject Matter Expert II	
(b)(4)	
Web Content Manager (Key)	(b)(4)
Data Architect	
SR Electronic Tech	

TOTAL OPTION PERIOD TWO Travel Costs: \$320,000  
 TOTAL OPTION PERIOD TWO Other Direct Costs: \$2,000,000  
 TOTAL OPTION PERIOD TWO DPLH: 56,310  
 TOTAL CEILING FOR OPTION PERIOD TWO: (b)(4)

- c. Option Period Three  
 Period of Performance : 12 Months - 12/1/2014 - 11/30/2015

e-MANAGEMENT CONSULTANTS, INC.		
DOE Labor Category	GSA Labor Category	Option Year 3 Labor Rate
SR System Analyst (Key)	(b)(4)	
System Analyst		
SR System Security Analyst		
System Security Analyst		
Project Manager (Key)		
Program Manager (Key)		
IT Capital Planning Analyst		
Analyst		
Web Designer		
Enterprise Architect -Meta-Model (Key)		
Enterprise Architect		
SR Information Technology Engineer		
Electronic Tech		
SR Programmer Analyst		
Programmer Analyst		
Support Staff		
Enterprise Integration Specialist		
Penetration Tester		
Video Teleconferencing Technician		
Subject Matter Expert I		
Subject Matter Expert II		

(b)(4)	
Web Content Manager (Key)	(b)(4)
Data Architect	
SR Electronic Tech	

**TOTAL OPTION PERIOD THREE Travel Costs: \$320,000**  
**TOTAL OPTION PERIOD THREE Other Direct Costs: \$2,000,000**  
**TOTAL OPTION PERIOD THREE DPLH: 56,310**  
**TOTAL CEILING FOR OPTION PERIOD THREE: (b)(4)**

**3. Ceiling Price of Task Order**

The ceiling price for this task order is (b)(4). The ceiling price includes Travel and Other Direct Costs in the amount of \$4,640,000.00. This task order contains a "funding" clause and the dollar amount contained therein the contractor is not obligated to exceed. The funding clause will be modified from time to time. The contractor understands that the amount of the Other Direct Costs is only an estimate and that the total of the Other Direct Costs is not guaranteed by the Government.

**4. Funding**

**FUNDING:** Funds in the amount of \$400,000.00 have been allotted for obligation and are available to pay for DPLH and other direct items or services provided from December 1, 2010 through the period estimated to end November 30, 2012. The contractor will not exceed the available funding under this clause. The DOE is not obligated to pay the contractor if the contractor incurs cost in excess of the available funding.

The Government may unilaterally extend the term of this Task Order by written notice to the contractor within the term of the Task Order. The duration of this Task Order shall not exceed 60 months. Should the Government exercise any option period under Task Order Clause 17 - FAR 52.217-8 "Option to Extend Services", the contractor shall provide the effort at the fixed rate(s) and labor categories as outlined in the Task Order.

**5. DEAR Clause 952.242-70 -- Technical Direction (DEC 2000)**

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:
- (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

#### 6. DOE-C-1003 Task Assignment Procedure

- (a) Only the Contracting Officer or the authorized Contracting Officer's Representative (COR) may issue task assignments to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task assignments and task assignment modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task assignment, the COR shall provide the Contractor with the following data:
- (1) A functional description of the work identifying the objectives or results desired from the contemplated task assignment.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
  - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 10 calendar days after receipt of the COR's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the COR may issue a task assignment to the Contractor containing, as a minimum, the following:
- (1) Date of the task assignment.
  - (2) Contract number and task assignment number.
  - (3) Functional description of the work identifying the objectives or results desired from the task assignment, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task assignment, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task assignment.
- (f) If time constraints do not permit issuance of a fully defined task assignment in accordance with the procedures described in

paragraphs (a) through (d), a task assignment which includes a ceiling price may be issued.

(g) The COR may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task assignment and the Contractor's approved task plan, the task assignment shall prevail.

(i) Contractor shall submit monthly task assignment progress reports. As a minimum, the reports shall contain the following information:

- (1) Contract number, task assignment number, and date of the task assignment.
- (2) Task ceiling price.
- (3) Cost and hours incurred to date for each issued task.
- (4) Costs and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Cost summary of the status of all tasks issued under the contract.

(j) After the COR issues a signed task assignment to the Contractor, if any revision becomes necessary to the estimated cost or level of effort, the Contractor shall promptly submit to the Contracting Officer a revised task plan with explanatory notes. Revised task plans submitted by the Contractor are subject to the review of the COR.

#### 7. DOE-F-1002 Place of Performance - Services

The services specified by this Task Order shall be performed at the following locations: Department of Energy Headquarters in the Washington, D.C. metropolitan area and Office of Environmental Management field sites.

#### 8. DOE-G-1007 Contracting Officer's Representative

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

#### 9. DOE-H-1009 Position Qualifications

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Descriptions" attachment set forth in Attachment B, to this task order, except as the Contracting Officer may otherwise authorize.

#### 10. DEAR 952.215-70 Key Personnel. (DEC 2000)

(a) The personnel listed below, if applicable, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

#### Key Personnel

Name\*

(b)(6)
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Labor Category\*

Senior System Analyst  
Senior System Analyst  
Senior System Analyst  
Senior System Analyst  
Project Manager  
Project Manager

(b)(6)

Program Manager  
Web Content Manager  
Enterprise Architect - Meta Model

#### 11. HQ-G-1001 Correspondence Procedures (NOV 2000)

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

(a) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 23 of the Contract Form (Optional Form 347) of this contract.

i. The COR's contact information is as follows:

U.S. Department of Energy  
ATTN: Elaine B. Heath  
Office Symbol: EM-73  
1000 Independence Ave. SW  
Washington, D.C. 20585  
Telephone Number: 202-586-1416

(b) **Other Correspondence.**

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: Fred Dann  
Telephone Number: (202)287-1408

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).

(d) **DOE Contracting Officer Address.** The Contracting Officer address is as follows:

Contracting Officer  
ATTN: Division A-1 (MA-641.1)  
U.S. Department of Energy  
Headquarters Procurement Services  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585-1615

(e) **Technical Reports.** Procedures for technical reports are described in an attachment to the contract listed in the Reporting Requirements Checklist (Attachment D).

## 12. DOE-G-1001 Billing Instructions ALT 2

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

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

(a) Each invoice submitted shall include the following:

- GSA Contract Number
- Task Order Number
- Contractor Name
- Date of Invoice
- Invoice Number
- Amount of Invoice
- Period Covered
- Items Delivered
- Cumulative Amount Invoiced to Date

Labor Charges shall be accompanied by the following:

1. A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within this task order.
2. The invoice or voucher shall further segregate costs by Task Assignment, identifying current and cumulative billings for each Task Assignment.
3. Invoices for Task Assignments which span two or more contract years shall be segregated by the contract years involved, by both cost and DPLH.
4. ODC charges shall be accompanied by a detailed listing by Task Assignments of all reimbursable other direct costs.
5. All charges for other than the DPLH expended by the Prime Contractor shall be accompanied by copies of the invoices for the related charges and evidence of payment thereof.

**INVOICE APPROVING OFFICIAL: Elaine B. Heath, or any designated EM Invoice Approving Official.**

## 13. GSA Federal Supply Schedule Contract Options

In the event that the Contractor's GSA FSS Schedule contract under which this task order was placed expires or is extended through the exercise of an option at any time during the period of performance of this task order, the rates applicable to work performed after the expiration or option exercise shall be determined as follows: if the GSA Federal Supply Schedule contract is extended through an option, a copy of the option exercise documentation including the rates for all labor categories in the option period shall be provided to the DOE contracting officer. If the GSA Federal Supply Schedule contract is replaced with a different follow-on contract, a copy of the new contract including the rates for all labor categories shall be provided to the DOE contracting officer. The contracting officer may unilaterally modify the rates chargeable under this task order to the rates determined by applying the discount percentage (if applicable) to the option rates or follow-on contract rates for each category. The contracting officer is not required by the provision to take any action that increases the rates payable by DOE from those included in the task order.

## 14. DEAR Clause 952.209-72 Organizational conflicts of interest (JUN 1997)

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of three years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

**15. DEAR Clause 952.251-70 - Contractor Employee Travel Discounts (DEC 2000)**

(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.

(b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.

(c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.

(d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.

(e) Car rentals. The Military Traffic Management Command (MTMC) 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.

(f) Obtaining travel discounts.

(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.

(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:

**OFFICIAL AGENCY LETTERHEAD**

TO: Participating Vendor

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

**16. DEAR 952.209-8 Organizational Conflicts of Interest - Disclosure. (JUN 1997)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the offeror selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

**17. DOE-H-1040 - Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2009)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**18. FAR 52.217-8 - Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**19. DOE-G-1010 Non-supervision of Contractor Employees on Government Facilities**

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. 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.

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

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

**21. DOE-G-1004 Travel Outside of the United States**

- (a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of DOE.
- (b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.
- (c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

**22. DOE-G-1005 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 OPM, Federal statute, Executive order, or the President's proclamation.

**23. DOE-H-1029 Government Furnished Property and Data - None**

The Government is not obligated to furnish any real or personal property or data under this contract.

**24. HQ-H-1001 Confidentiality of Information (APR 1984)**

(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. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(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.

#### **25. HQ-H-1003 Modification Authority (APR 1984)**

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

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

#### **26. FAR 52.237-3 Continuity of Services (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

#### **27. DOE-E-1001 Inspection and Acceptance**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

#### **28. DEAR 952.202-1 Definitions**

(a) As prescribed in 902.200, insert the clause at FAR 52.202-1 in all contracts. The contracting officer shall substitute the following for paragraph (a) of the clause.

(a) Head of Agency means: (i) The Secretary; (ii) Deputy Secretary; (iii) Under Secretaries of the Department of Energy and (iiii) the Chairman, Federal Energy Regulatory Commission.

(b) The following shall be added as paragraphs (h) and (i) except that they will be designated paragraphs (g) and (h) if Alternate I of the FAR clause is used.

(h) The term DOE means the Department of Energy, FERC means the Federal Energy Regulatory Commission, and NNSA means the National Nuclear Security Administration.

(i) The term Senior Procurement Executive means, for DOE:  
Department of Energy--Director, Office of Procurement and Assistance Management, DOE;  
National Nuclear Security Administration--Administrator for Nuclear Security, NNSA; and  
Federal Energy Regulatory Commission--Chairman, FERC.

## 29. Term of Contract (JAN 1992)

The term of this contract is 24 months from December 1, 2010 through November 30, 2012.

## 30. FAR 52.222-54 Employee Eligibility Verification

### EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace;

and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

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

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

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

### 31. DOE-H-1047 Green Purchasing under Contracts for Personal Computers (Desktops, Laptops and Monitors)

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. Any personal computer equipment (i.e., desktops, laptops, or monitors) delivered hereunder shall be energy efficient such that it compliant with EnergyStar or FEMP standards as set forth at 48 CFR 52.223-15. Likewise, when supplying personal computer equipment hereunder, the contractor shall ensure that the equipment is rated at least silver pursuant to IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products as set forth at 48 CFR 52.223-16 Alternate I.

### 32. DOE-H-1048 Green Purchasing under DOE Service Contracts

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

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

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

### 33. 952.204-2 Security requirements.

#### SECURITY (AUG 2009)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer,

the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

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

(c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

(d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of National Security Information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of Special Nuclear Material.* The term "*special nuclear material*" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must: verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, *Access to Classified Information* (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal

drug, as defined in 10 CFR Part 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:

A. The date(s) each Review was conducted;

B. Each entity that provided information concerning the individual;

C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

E. The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) *Foreign Ownership, Control, or Influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may

be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor must require such Subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in DEAR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any Subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

(End of clause)

#### 34. 952.204-70 Classification/Declassification.

##### CLASSIFICATION/DECLASSIFICATION (SEP 1997)

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

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

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

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

(End of clause)

#### 35. 952.204-77 Computer Security.

##### Computer Security (AUG 2006)

(a) Definitions.

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

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

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

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

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

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

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

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

(End of Clause)

### 36. 52.204-9 Personal Identity Verification of Contractor Personnel.

#### PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

### 37. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

#### REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor’s general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

### 38. 52.222-40 Notification of Employee Rights under the National Labor Relations Act

#### NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b) (3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be—

(1) obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) provided by the Federal contracting agency, if requested; or

(3) downloaded from the Office of Labor-Management Standards web site at [http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17\\_Final.pdf](http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17_Final.pdf); or

- (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.
- (f) Subcontracts. (1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
- (2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.
- (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.
- (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

**LIST OF ATTACHMENTS (TASK ORDER)**

- |          |  |
|----------|--|
| <b>A</b> | <b>Statement of Work</b>                   |
| <b>B</b> | <b>Position Descriptions</b>               |
| <b>C</b> | <b>Quality Assurance Surveillance Plan</b> |
| <b>D</b> | <b>Reporting Requirements Checklist</b>    |

**Statement of Work  
Information Technology Support  
Office of Environmental Management  
DE-DT0001992**

**1.0 Background**

The U.S. Department of Energy, Office of Environmental Management (DOE-EM) has a requirement for a contractor to provide a wide range of information technology services to support the EM mission of accelerated risk reduction and cleanup/closure. Services required include planning and implementation of EM'S e-Gov, Information Management strategic planning, capital planning and investment control, enterprise architecture initiatives; ongoing mission systems support; security and information assurance; EM web and portal support application development for EM mission information systems; operating the Consolidated Business Center in Cincinnati; and other business services as required by EM Headquarters and field sites.

The contractor is to provide advice and assistance in the provision of information technology policy, planning, and program management support, services, and turn key IT solutions. The contractor shall:

- Provide solutions that lead to better environmental management results, based on better-managed information and more effective and efficient information technology, applications, and governance processes;
- Provide strong, credible advice on the critical issues of Information Technology (IT) management, analytical capability, governance, and services;
- Deliver significant value to customers based on a commitment to excellence in customer service, continuous improvement of services and core service delivery capabilities, and a disciplined IT best-practices approach to conducting business;
- Have the capability to rapidly respond to critical IT management issues with expert/solutions based on current market and technical research, hands-on experience, and best practices data, resulting in savings to the government;
- Create and maintain the ability to rapidly and effectively support audits and management reviews by DOE, Federal oversight groups, and the Government Accountability Office.
- Cooperate in a timely manner with other DOE EM contractors and other entities to resolve IT and work-performance issues.

**2.0 Resources**

The contractor must provide all of the personnel needed to accomplish the work under the task assignments. The work required by task assignments will be performed at the contractor's facilities and, as the need dictates within DOE/EM facilities. Significant travel to EM field sites will be required.

### 3.0 Scope

The contractor will provide support in the areas of e-Government, IT planning and business management, cyber security, malicious behavior detection, Web design, Portal development and operations, IT operations and maintenance, IT systems development and implementation, help desk support, EM life-cycle cost analysis, and researching/reporting on topics of interest.

In general the contractor will be responsible for support for EM mission-related IT systems and implementation of Federal, Agency, and Program policy related to the implementation, operation, and security of existing and future mission systems. The contractor will be involved in the total System Development Life Cycle (SDLC) for these systems. Hardware and software provided for technical refresh and future systems will be provided as a product of a task and in many cases will be a turn-key solution. All commercial warranties for hardware and software purchases shall be passed on to the Government. Tasks may require:

- Research and whitepapers
- System design, implementation, operation, ongoing maintenance, and disposition at the end of the lifecycle
- Software development
- Providing IT solutions including hardware and software
- IT operations support
- Video tele-conference support
- WEB design and development
- Strategic planning
- Business process engineering
- Capital planning
- Enterprise Architecture development
- Certification and Accreditation support
- White Hat/Red Hat penetration testing
- Training
- Help Desk
- Conference support
- Document control and knowledge management
- Analysis - including malicious activity
- Configuration management
- Asset management
- Special Studies
- Incident Response
- Field site assessments
- Project Management
- Records Management and Records Management operations

#### **4.0 Task Assignments/Performance Requirements**

A total of six task assignments will be issued upon task order award. They are 4.1 through 4.6. Additional task assignments may be issued after task order award, based on requirements and scope. Deliverables and due dates will be documented in each new task assignment issued. Tasks can be performed at any existing or future EM field location and Headquarters.

#### **4.1 e-Government, IT Planning and Business Management Services Task**

##### **Service Area Scope:**

The Clinger Cohen Act, Paperwork Reduction Act, Federal Information Security Management Act, and other Federal IT statutes, policies, and executive orders require organizations to establish appropriate policies, plans, and controls to ensure the effective management of Federal information technology resources. The contractor shall be required to provide support to the Agency's efforts to comply with these and other related statutory, regulatory, and policy requirements. The contractor shall be required to provide assistance and support in planning, establishing the foundation for, analyzing, developing, supporting, disseminating, and evaluating IT policies, procedures, practices, technical operating standards, or guidelines.

The contractor shall be required to provide EM with a broad spectrum of planning support, including but not limited to IT management strategy, tactics, performance, investment management, enterprise architecture, and business planning. The contractor shall, in this planning role, conduct research and data gathering, develop and analyze scenarios, perform trend analysis, support the implementation or enhancement of existing planning processes, and support development of new planning processes. Technical assistance and logistical support for planning, coordinating, implementing, and facilitating a range of meetings, workshops, and conferences for strategic planning and architecture projects will be required.

The contractor shall be required to provide support in managing all aspects of the IT Program Management function. This support shall include, but may not be limited to, support for designing, implementing and managing program improvements projects, studies, and analyses; support for managing IT systems development and enhancement projects; support for developing and implementing business management processes, structures, and activities; and, support for developing and implementing IT program management performance approaches or frameworks. This includes the development of requirements analyses, alternatives analyses, feasibility studies, and related studies and audits. This shall include provision of support to determine and document functional program requirements, to recommend alternative solutions and to provide corresponding justifying analyses and rationales for these studies and recommendations. In

performing these analyses, the contractor shall utilize their knowledge and understanding of EM'S programs and business operations and practices to better inform the analytical and solutions processes.

The importance of business process management in improving the performance of Federal programs is growing and may require agencies to place as much emphasis on it as they have on the pace of technology change. The contractor shall be required to provide business process modeling, reengineering, and related management support to EM.

The Contractor shall be required to conduct studies, assessments, or market research activities of existing or emerging technologies and their possible application to EM'S needs or objectives, as well as their potential impacts on the architectural environment and infrastructure.

The contractor shall be required to support ongoing execution of the Department's Capital Planning and Investment Control (CPIC) process. This support shall include, but may not be limited to developing investment data calls, refining investment criteria, reviewing business cases, conducting portfolio analyses, supporting basic CPIC process management, supporting the executive committees that oversee the CPIC process and advising and supporting customers in developing high-quality business cases. In addition to supporting EM in the execution of its internal CPIC process, the contractor shall be required to support the Department in producing the Office of Management and Budget Exhibit 300 and 53 business cases and e-Gov scorecard updates.

The Contractor shall provide support for:

- Capital Planning and Investment Control
- Program architecture (PA)
- e-Government requirements
- Tactical Plan development
- Business Process Re-engineering
- Conference meeting support
- Special studies/technology evaluations
- Knowledge Management
- IT policy support
- Rapid response services for congressional/regulatory/oversight requirements
- Input on relevant best practices, methodologies, and standards

**Deliverables:**

**Due Dates:**

Projects status reports and meeting minutes.	As required by Technical Monitor.
Business alignment reports - for exhibit 300 and 53 alignment to goals, objectives and requirements.	Project schedule agreed date.
Documentation of the EM IT Portfolio structure and its coordination with other management processes (Cyber, EA, RM).	Project schedule agreed date.
Recommendations and analysis on technical documents and initiatives.	5 working days after request.
Exhibit 53/300 Updates.	According to OMB/CFO/CIO submission requirements.

**Performance Objective No. 4.1.1** - The contractor must provide services to enable EM to support DOE's E-Gov initiatives and implement the EM E-Gov initiatives cost-effectively.

**Performance Measures/Expectations No. 4.1.1.1**

**Performance Measures**

**Performance Expectations**

- |                            |  |
|----------------------------|--|
| a) Accuracy of Information | 95% of the time as defined in the Task Assignments, reports and analyses generated do not need technical direction or editing. |
| b) Quality of Information  | 95% of the time the correct environmental and/or regulatory guidelines were applied appropriately.                             |
| c) Timeliness              | 90% of the time scheduled due dates in the Task Assignments are met.   |
| d) Cost Control            | 95% of the time the costs are on or below the Task Plan estimate.  |
| e) Customer Satisfaction   | 95% of the feedback to EM is Satisfactory or better.   |

## 4.2 IT Strategic Planning and Architecture Task

### Service Area Scope:

The contractor shall be required to provide advice, assistance and support to EM on the introduction of new or revised policies, business processes and practices, records management, customer services, and technologies to strengthen and improve investment planning and portfolio management.

The contractor shall be required to support DOE-EM strategic, business, data, applications, and technology, security, and records management architectures. This is in support of EM and the Department's enterprise architecture.

For IT strategic planning and architecture, the Contractor shall provide:

- Specialized technical support for EM activities related to IT strategic planning and analysis, including:
  - Assistance in identifying, developing, and analyzing program IT issues, objectives, strategies, and options.
  - Research for Documents.
- The analyses may address complex-wide integration, implementation, planning, accountability, and budgeting for current and emergent life-cycle planning efforts.
- 3-year support for a strategic plan.
- Technical assistance and logistical support for planning, coordinating, implementing, and facilitating a range of meetings, workshops, and conferences for strategic planning and architecture projects. This support will include, at a minimum:
  - Logistics planning
  - Design and development of meeting materials
  - Onsite support
  - Preparation of summary documents and evaluation reports.
- Analysis and recommendations on working capital fund issues.
- Support for implementation of the EM architecture repository.
- Production of an EM CIO Annual Report describing achievements during the fiscal year and planned activities consistent with the IT Strategic Plan.
- Support for EM CIO televideo conference's with the EM Field sites, quarterly performance review meetings, and the annual e-Gov review meetings, including assisting with the development of the agenda and related activities, developing presentations, and providing general conference management support as needed.
- Support for the annual DOE information technology conference, including preparation of pre-conference abstracts, development of IT presentations or briefings, and providing general management support as needed.

**Scope may also include:**

- Coordination and integration of EM Headquarter and site data, requirements, and analysis;
- Systems support for collection, reporting and analysis of life-cycle cost data;
- Development and maintenance of parametric data models to assist in calculation of life-cycle cost estimates;
- Systems support for the development and maintenance of information management systems, databases, and technical analysis support to assist in life-cycle strategic planning, budget formulation, budget execution, project management, performance metrics, milestones, and configuration control.

**Deliverables:**

**Due Dates:**

Projects status reports and meeting minutes.	3 working days after request.
Analysis and recommendations on IT strategic planning, IT governance, and architecture documents supporting the EM program.	5 working days after request.
Documentation of the IT Strategic Plan.	Project schedule agreed date.
Documentation of the EM IT Governance Plan.	Project schedule agreed date.
Documentation of the EM Segment Architecture Methodology.	Project schedule agreed date.
EM EA Repository updates. ( Meta-Model enhancements, documentation update, data feeds).	Project schedule agreed date.
Technical alignment reports - to align IT projects to an EM and DOE Technical Reference Model.	5 working days after request.
Data Requirements Analysis Documents.	Project schedule agreed date.
System Documentation and User Manuals.	Project schedule agreed date.

**Performance Objective No. 4.2.1** - The contractor must provide analysis and recommendations for strategic planning as it relates to EM information technology.

**Performance Measures/Expectations No. 4.2.1.1**

**Performance Measures**

**Performance Expectations**

a) Accuracy of Information

95% of the time as defined in the Task Assignments,

- |                           |   |
|---------------------------|---|
| b) Quality of Information | reports and analyses generated do not need technical direction or editing. 95% of the time the correct guidelines were applied appropriately. |
| c) Timeliness             | 90% of the time scheduled due dates in the Task Assignments are met.  |
| d) Cost Control           | 95% of the time the costs are on or below the Task Plan estimate.   |
| e) Customer Satisfaction  | 95% of the feedback to EM is Satisfactory or better.  |

**Performance Objective No. 4.2.2** - The contractor must provide knowledge in enterprise architecture as it relates to mission information technology.

**Performance Measures/Expectations No. 4.2.2.1**

**Performance Measures:**

**Performance Expectations:**

- |                            |  |
|----------------------------|--|
| a) Accuracy of Information | 95% of the time as defined in the Task Assignments, reports and analyses generated do not need technical direction or editing. |
| b) Quality of Information  | 95% of the time the correct guidelines were applied appropriately.   |
| c) Timeliness              | 90% of the time scheduled due dates in the Task Assignments are met.   |
| d) Cost Control            | 95% of the time the costs are on or below the Task Plan estimate.  |

**Performance Objective No. 4.2.3** - The contractor must provide immediate services for technical assistance and logistical support including planning, coordinating, implementing, and facilitating a range of meetings, workshops, and conferences.

### Performance Measures/Expectations No. 4.2.3.1

<u>Performance Measures</u>	<u>Performance Expectations</u>
a) Accuracy of Information	95% of the time as defined in the Task Assignments, reports and analyses generated do not need technical direction or editing.
b) Quality of Information	95% of the time the correct procedures and guidelines were applied appropriately.
c) Timeliness	90% of the time scheduled due dates in the Task Assignments are met.
d) Cost Control	95% of the time the costs are on or below the Task Plan estimate.
e) Customer Satisfaction	95% of the feedback to EM is Satisfactory or better.

### 4.3. Ongoing Mission Systems Support Task

#### Service Area Scope:

It is expected that the contractor will provide the technical and managerial resources to architect, design, develop, integrate, modify, maintain, enhance, reengineer, and/or provide specialized technical assistance for systems that support EM business functions. This scope of work includes:

- Operation and maintenance of systems and system infrastructures
- Management of security
- Monitoring of IDS systems and devices
- System upgrades
- Server consolidation
- Asset management
- Change management
- Project management

For ongoing mission systems management and operation, the contractor shall provide:

- Life-cycle support of EM'S corporate and HQ systems, including major initiatives such as streamlining data collection and reporting capabilities, integration into e-Gov initiatives as appropriate, and integration of the Intranet and Web applications.
- Technical assistance to the Government for all aspects of software system development and maintenance for each system tasked. Data base administration and maintenance.
- Support that adheres to DOE and EM standards and procedures.
- Project Management support to EM in reviewing and analyzing project management and acquisition management principles.
- Requirements analysis, design, development, testing and implementation, documentation, and software maintenance.
- Engineering, operations and maintenance support for 10 EM video conference facilities, including support for point-to-point gateway and multi-point bridge scheduling, maintaining video conference statistics (audio/visual quality, frequency and duration of video conference usage), on-demand video conference support, video circuit and ancillary software and hardware item installations, and recommendations for improving the usability of EM's video systems.
- Provide custom VTC room support, including design, ancillary software and hardware items, configuration upgrades, installation, operation, troubleshooting ancillary software and hardware item failures, and ongoing maintenance.
- Certification of new videoconference sites. Training support, including development of training materials, room/ancillary software and hardware items/staff scheduling, presentation, and evaluation. Specialized ancillary software and hardware items, instructions, and materials for the EM's end user centers and training rooms.
- Asset Management support in tracking the location and movement of all hardware using the Sunflower system. This service will be provided in accordance with DOE Order HQ 580.1 CHG 1. Contractor activities will include: ensuring that the hardware is stored properly, distributing hardware as directed and approved by the Federal Manager, tracking the hardware as it is moved from one location to another, ensuring that obsolete hardware is removed from the inventory as directed, regularly verifying that inventory records are complete and accurate, excessing inventory at the direction of the Technical Monitor or Federal designate, assist in conducting bi-annual physical inventory of ancillary software and hardware items. The contractor will assist the Government Technical Monitor or Federal designate in analyzing and researching asset discrepancies and will assist in the preparation of reports as needed.

**Deliverables:**

**Due Dates:**

Life cycle application documentation, including Functional Requirements, System Design, System Test Plan, System Installation Manual, User Manual, System Maintenance Documentation, Configuration Management Plan, Security Plan.	According to agreed-upon project schedule.
Application/Database Access/Permission List Updates.	5th working day of the month.
Application Integration Analysis and Recommendations.	10 working days after request.
Configuration Change Proposals (CCPs).	5 working days after request.
Configuration Management Reports.	5th working day of the month and within 5 working days of changes to the current baseline.
Monthly reports on status, performance metrics, backups, server up/downtime, project schedule, technical progress, issues, and problems.	5th working day of the month.
Customer Support Reports, including response times, time to resolution, trends, and historical comparisons.	5th working day of the month.
Prepare inventory exit packages.	Within 2 working days of receipt of request.
Security Incident Report.	Within 24 hours of incident.

**Performance Objective No. 4.3.1** - The contractor must provide services to enable EM to manage and operate EM mission systems cost-effectively.

**Performance Measures/Expectations No. 4.3.1.1**

**Performance Measures**

**Performance Expectations**

a) Accuracy of Information

95% of the time as defined in the Task Assignments, documentation generated does not need technical direction or editing.

b) Quality of Information

95% of the time the correct procedures and guidelines were applied appropriately.

- |                          |  |
|--------------------------|--|
| c) Timeliness            | 90% of the time scheduled due dates in the Task Assignments are met. |
| d) Cost Control          | 95% of the time the costs are on or below the Task Plan estimate.    |
| e) Customer Satisfaction | 95% of the feedback to EM is Satisfactory or better.                 |

**Performance Objective No. 4.3.2** - VTC Systems shall perform in accordance with the requirements as approved by DOE.

**Performance Measures/Expectations No. 4.3.2.1**

**Performance Measures**

**Performance Expectations**

- |                                  |   |
|----------------------------------|---|
| a) Cost Control                  | 95% of the time the costs are on or below the Task Plan estimate.             |
| b) Customer Satisfaction         | 95% of the feedback to EM is Satisfactory or better or higher.                |
| c) User Problem Resolution       | 90% of requests for assistance responded to within thirty (30) minutes.       |
| d) Video Conference Availability | 90% of scheduled multi-point videoconferences completed without interruption. |
| e) Video Site Certifications     | 90% of certification requests responded to within eight hours.                |

**Performance Objective No. 4.3.3** - The contractor must provide design, integration, and training services to enable EM to manage its EM document and records management system using the OpenText LiveLink COTS product suite or equivalent.

**Performance Measures/Expectations No. 4.3.3.1**

**Performance Measures**

**Performance Expectation**

- |                            |   |
|----------------------------|---|
| a) Accuracy of Information | 95% of the time as defined in the Task Assignments, documentation generated does not need technical direction or editing. |
| b) Quality of Information  | 95% of the time the correct procedures and guidelines were applied appropriately.   |
| c) Timeliness              | 90% of the time scheduled due dates in the Task Assignments are met.  |
| d) Cost Control            | 95% of the time the costs are on or below the Task Plan estimate.   |
| e) Customer Satisfaction   | 95% of the feedback to EM is Satisfactory or better.  |

**Performance Objective No. 4.3.4** - The contractor must provide design, integration, and training services to enable EM to manage its EM suspense and workflow system using the E-STARS COTS product suite or equivalent.

**Performance Measures/Expectations No. 4.3.4.1**

**Performance Measures**

**Performance Expectations**

- |                            |   |
|----------------------------|---|
| a) Accuracy of Information | 95% of the time as defined in the Task Assignments, documentation generated does not need technical direction or editing. |
| b) Quality of Information  | 95% of the time the correct procedures and guidelines were applied appropriately.   |
| c) Timeliness              | 90% of the time scheduled due dates in the Task Assignments are met.  |

- |                          |   |
|--------------------------|---|
| d) Cost Control          | 95% of the time the costs are on or below the Task Plan estimate. |
| e) Customer Satisfaction | 95% of the feedback to EM is Satisfactory or better.              |

#### 4.4 IT Security Task

##### Service Area Scope:

Information security requirements are growing in response to existing and new information security challenges and Federal policies and statutes. Therefore, the contractor is required to keep abreast of Federal policy, threat, and risk changes to help keep EM IT security in a pro-active mode. The contractor shall be required to support EM in managing all aspects of its information security program. Cyber security support personnel will be required to obtain DOE Q clearances in order to understand and assess threat and risk to EM IT systems. Travel will be required to EM field sites. The information security support the contractor shall provide includes, but may not be limited to:

- determining the level of compliance with Departmental policies, procedures, standards, and guidelines by conducting testing and assessments of the EM systems and field sites;
- conducting near-real-time EM enterprise risk assessments utilizing the enterprise tool suite and other data sources;
- supporting EM in responding to audits or other oversight reviews or investigations from internal or external oversight organizations;
- evaluating security, contingency, and other plans or documents;
- reviewing systems and systems documentation for compliance with IT security policies and requirements;
- providing cyber security support in the development of EM IT strategic plans and Enterprise Architecture;
- supporting Certification and Accreditation activities at EM HQ and in the Field on classified and unclassified systems;
- performing White Hat and Red Hat penetration testing of EM IT systems;
- providing support in selecting, acquiring, and implementing cyber security tools, turn-key solutions, and other techniques to protect EM mission systems;
- providing support in operating and monitoring protection capabilities;
- providing analysis of audit logs, IDS/IPS logs, firewall logs, and full packet capture data for malicious activity;
- providing analysis and input to EM plans, procedures, and reports;
- providing input and review updates to ensure that the Under Secretary's Program Cyber Security Plan (PCSP), EM Program Security Plan (PSP), and the Mission Information Protection Program (MIPP) architecture are current;

- drafting/reviewing proposed EM mission information protection standard operating procedures;
- reviewing DOE and EM cyber security policies, guidelines, and procedures and providing comments/recommendations;
- developing/updating/reviewing risk assessments and risk management plans in support of Certification and Accreditation activities, including data entry of risk analysis calculations and report generation;
- supporting audits, assessments, and reviews of the state of the EM MIPP;
- supporting OCIO- and OMB-required reporting, including budget submission input;
- assisting in developing, testing, and reviewing disaster recovery and continuity of operations plans;
- researching and recommending cyber security best practices, new technologies, and protection capabilities appropriate for the EM environment;
- documenting EM and HQ mission systems compliance with cyber security requirements and updating appropriate documents;
- coordinating with and assisting the development contractors and EM field organizations in the integration of EM and HQ mission systems into the management framework of the MIPP program, including required risk assessments;
- performing categorization calculations and recommending corrective action decisions on risk assessment issues resulting from internal EM activities as well as external audit findings;
- preparing the EM quarterly and annual Federal Information Security Management Act report;
- coordinating the quarterly Privacy Impact Assessment and preparing the EM quarterly report;
- preparing the EM quarterly OCIO internal review;
- preparing and presenting cyber security briefings, and
- preparing and providing cyber security training.

**Deliverables:**

**Due Dates:**

Annual Mission Information Program Plan and schedule.	January 30 annually.
Task management plan and schedule.	10 working days after task issuance.
Task management plan/schedule updates.	5 working days after task modification.
Meeting minutes.	2 working days after meeting.
Quarterly and annual FISMA report.	5 days prior Under Secretary's/OCIO due date.
Updates to Plans of Action and Milestones and other OCIO- and OMB-required reports.	5 working days prior to (To Be Established) OMB/OCIO submission schedules.
Prepare the OCIO quarterly internal review.	5 working days prior to (To Be

	Established) OMB/OCIO submission schedules.
Travel Reports.	3 working days after the completion of the travel.
Certification and Accreditation Security Assessment Report, certification memo and associated memos.	10 working days after the certification testing has been completed.
Finalized MIPP FY 53/300 submissions.	5 working days prior to (To Be Established) OMB/CFO/OCIO submission schedules.
Prepare Privacy Act Impact Assessment quarterly report.	5 working days prior to (To Be Established) OMB/CFO/OCIO/PO submission schedules.
Weekly activity report.	Every Friday.
Monthly project status reports with funding metrics, planned vs. budgeted and delta.	5th working day of the following month.
Other Deliverables As Required.	As determined by the request.

**Performance Objective No. 4.4.1** - The contractor must provide services to enable EM to manage and operate EM mission systems in a secure manner and in compliance with Federal and Departmental laws, regulations and policies.

**Performance Measures/Expectations No. 4.4.1.1**

**Performance Measures**

**Performance Expectations**

a) Accuracy of Information

95% of the time as defined in the Task Assignments, documentation generated does not need technical.

b) Quality of Information

95% of the time the correct procedures and guidelines were applied appropriately.

c) Timeliness

90% of the time scheduled due dates in the Task Assignments are met.

d) Cost Control

95% of the time the costs are on or below the Task Plan estimate.

e) Customer Satisfaction

95% of the feedback to EM is Satisfactory or better.

**4.5 Consolidated Business Center Support Task**

**Service Area Scope:**

Cyber Security Support – Provide CBC with service of an Information System Security Officer (ISSO). The functions of the contractor are outlined in the EM Program Cyber Security Plan and the EMCBC Cyber Security Master Policy, PS-560-01.

Applications Development and Applications Security Functions - The contractor will provide applications development and revisions in accordance with EMCBC Procedure IP- 240-03. Development at the CBC is done in .NET, PHP, HTML, Visual Basic, SQL and MYSQL. The contractor will also provide applications security in accordance with EMCBC Technical Instructions and Application Project Plans. In addition, the contractor will annually review all Applications Development Instructions and Procedures annually to ensure that they are in full compliance with requirements and are meeting their intended functions.

**Deliverables:**

**Due Dates:**

Application Project Plans.	In accordance with procedure.
SSP updates and modifications.	Annually, and 20 working days after implementation.
Meeting minutes.	2 working days after meeting.
Meeting with Technical Monitor.	Weekly until frequency modified by Technical Monitor.
Operation Meeting.	Weekly.
Updates to Plans of Action and Milestones and other OCIO- and OMB-required reports.	2 working days prior to (To Be Established) OMB/OCIO submission schedules.
Update recommendations for cyber security standard operating procedures.	5th working day of the month.
Monthly project status reports.	5th working day of the month.

**Performance Objective No. 4.5.1** - The Contractor must establish and provide support for common infrastructure services, to include desktop, email, and related network services, to the Office of Environmental Management (EM) CBC.

**Performance Measures/Expectations No. 4.5.1.1**

**Performance Measures**

**Performance Expectations**

a) Accuracy of Information

95% of the time as defined in the Task Assignments, documentation generated

does not need technical  
direction or editing.

b) Quality of Information

95% of the time the correct  
procedures and guidelines  
were applied appropriately.

c) Timeliness

90% of the time scheduled  
due dates in the Task  
Assignments are met.

d) Cost Control

95% of the time the costs are  
on or below the Task Plan  
estimate.

e) Customer Satisfaction

95% of the feedback to EM is  
Satisfactory or better.

**5. Reports**

Reports shall be prepared and submitted in accordance with Reporting  
Requirements Check List, DOE Form 1332.1.

**6. Performance Evaluation**

Biannually, DOE shall formally evaluate the Contractor's performance. The  
evaluation elements may include management, technical, quality completeness,  
accuracy, and effectiveness), timeliness, and cost.

**4.6 Records Management Task**

**Service Area Scope:**

The Office of Environmental Management operates and maintains a records  
management center. The center is in the process of converting all paper records  
into electronic format. Search and retrieval of existing records is difficult.  
Maintaining a paper file plan and cataloging system significantly slows search  
capabilities. It is critical that EM replace the current paper-based process and  
fully deploy the Records Management Module of EM's LiveLink application thus  
enabling records to be scanned and converted into a digital, easily searchable  
format that will enable efficient storage, search, and retrieval of all EM's records.  
Expertise is required to develop and implement this program while continuing the  
day-to-day operations of the current center. All deliverables must be in  
accordance with DOE and NARA standards. Tasks will include, but not be  
limited to:

- Provide project management for the Records Management Program
- Operate and maintain an electronic records management system
- Evaluate the opportunity to integrate electronic records management into EM's business processes
- Work on scorecard issues
- Update EM Communications Portal regarding the records center
- Create a business process model for the EM records center
- Reviews of records storage facility requirements and bundle administrative records schedules
- Administer records disposition cycles
- Review requests for records disposition authority forms (i.e., SF 115, SF 135, and 1324.8, etc.) for the restructured environmental records schedule following the records management taxonomy
- Identify DOE EM information systems that contain electronic records and identify a method to apply disposition schedules and outline the number of systems that remain to be addressed to comply with Federal government and DOE rules, regulation and policies
- Implementation, administration and operation of document scanning systems
- Develop a plan for managing electronic records (i.e., email, SMS messages, instant messaging, etc.)
- Develop announcements, flyers, and training materials to educate employees about their records management responsibilities
- Facilitate training of EM employees

**Deliverables:**

**Due Dates:**

Electronic Records Management Plan	Project schedule agreed date
Records Center Business Project Model	Project schedule agreed date
Employee Training Plan	Project schedule agreed date
Email Records Management Plan	Project schedule agreed date
Monthly Status Report	Third business day of the following month
Meetings	Monthly
Other Deliverables As Required.	As determined by the request.

**Performance Objective No. 4.6.1** - The Contractor must establish and provide support for the operation of the records center. This includes record inventory, resolution of issues related to records from EM sites, records management business processes, and oversight responsibilities.

**Performance Measures/Expectations No. 4.6.1.1**

**Performance Measures**

**Performance Expectations**

a) Accuracy of Information

95% of the time as defined in the Task Assignments,

documentation generated  
does not need technical  
direction or editing.

- b) Quality of Information      95% of the time the correct procedures and guidelines were applied appropriately.
- c) Timeliness      90% of the time scheduled due dates in the Task Assignments are met.
- d) Cost Control      95% of the time the costs are on or below the Task Plan estimate.
- e) Customer Satisfaction      95% of the feedback to EM is Satisfactory or better.

**5. Reports**

Reports shall be prepared and submitted in accordance with Reporting Requirements Check List, DOE Form 1332.1.

**6. Performance Evaluation**

Biannually, DOE shall formally evaluate the Contractor's performance. The evaluation elements may include management, technical, quality completeness, accuracy, and effectiveness), timeliness, and cost.

**"This is a Performance-Based Task Order award, subject to the objectives, measures and expectations contained in the Statement of Work. The Contractor agrees that unacceptable work as designed by the COR must be corrected by the Contractor at no additional cost to the Government."**

## REFERENCES

### Environmental and/or Regulatory Guidelines

1. National Environmental Policy Act of 1969
2. Clean Air Act
3. Toxic Substance, Control Act of 1976
4. Resources Conservation Recovery Act of 1976
5. Clean Water Act of 1977
6. Tailings Radiation Control Act of 1978
7. Comprehensive Environmental Response Compensation and Liability Act of 1980
8. Nuclear Waste Policy Act of 1982.
9. Federal Facility Compliance Act of 1992
10. Occupation Safety and Health Act

**Position Descriptions**

**Security Requirements for Designated Positions are as follows:**

- (a) have a current Department of Energy "Q," Top Secret or equivalent clearance at the time of proposal submission; or
- (b) have held a Department of Energy "Q," Top Secret or equivalent clearance which was terminated without prejudice within six (6) months prior to the closing date as identified on the cover sheet of this solicitation; or
- (c) have been granted a clearance by another agency based on a favorable Single Scope Background Investigation (SSBI) completed within five (5) years prior to the closing date identified on the cover sheet of this solicitation and conducted by an agency or contractor to an agency of the U.S. Government acceptable to Department of Energy and authorized to conduct personnel security investigations; or
- (d) Have received favorable adjudicated results from a completed Single Scope Background Investigation within ten (10) years with at least an SSBI Periodic Reinvestigation within five (5) years (reference DOE Order 472.1b, Personnel Security Activities, dated March 24, 1997, and DOE Manual 472.1-1, Personnel Security Manual dated May 22, 1998).

**Sr. System Analyst (4 FTE's are Key and 2 FTE's require a DOE Q Clearance) -** Serve as lead over all aspects of evaluating and assessing client needs, conferring with personnel of organizational units involved to analyze current operational procedures, identifying problems, and learning specific input and output requirements. Writing detailed descriptions of user needs, program functions and steps required to develop or modify computer program, application specifications including database interfaces, user interfaces, business rules, and database relationships. Reviewing computer system capabilities, workflow, and scheduling limitations to determine if requested program or program change is possible within existing systems. Conducting studies pertaining to development of new information systems to meet current and projected needs and preparing technical reports, memoranda, and instructional manuals as documentation of program development. Coordinate and conduct user training, education and problem solving sessions; counsel users regarding system functionality. Ensure required cyber security policies are adhered to and that required controls are implemented. Must have a working knowledge of NIST 800 series guidance for cyber security. Plan and prepare technical reports, memoranda, and instructional manuals as documentation of program development. Provide strategic planning direction and technical assistance for user Information Technology Plans.

**System Analyst (1 FTE requires a DOE Q Clearance) -** Evaluate and assess client needs, confer with personnel of organizational units involved to analyze current operational procedures, identify problems, and learn specific input and output requirements. Write detailed description of user needs, program functions and steps required to develop or modify computer program, application specifications including database interfaces, user interfaces, business rules, and database relationships. Review computer system capabilities, workflow, and scheduling limitations to determine if requested program

or program change is possible within existing systems. Conduct studies pertaining to development of new information systems to meet current and projected needs and prepare technical reports, memoranda, and instructional manuals as documentation of program development. Ensure required cyber security policies are adhered to and that required controls are implemented. Must have a working knowledge of NIST 800 series guidance for cyber security.

**Sr. System Security Analyst (1 FTE requires a DOE Q Clearance)** - Possess a working knowledge of network technologies such as: Windows, Linux Operating Systems; Database security, Active Directory, Service Oriented Architectures, vulnerability testing, networking protocols and topologies, security architectures, and incident management. Serve as the lead analyst in the detection of malicious activity to prevent, detect, contain, and eradicate intrusions and intrusion attempts. Conduct analysis of system logs, forensic results, vulnerability assessment tool results, risk, and investigate instances of security concern throughout the enterprise. Ensure required cyber security policies are adhered to and that required controls are implemented. Must have a working knowledge of NIST 800 series guidance for cyber security.

**System Security Analyst** - Possess a working knowledge of network technologies such as: Windows, Linux Operating Systems; Database security, Active Directory, Service Oriented Architectures, vulnerability testing, networking protocols and topologies, security architectures, and incident management. Serve as an analyst in the detection of malicious activity to prevent, detect, contain, and eradicate intrusions and intrusion attempts. Conduct analysis of system logs, forensic results, vulnerability assessment tool results, risk, and investigate instances of security concern throughout the enterprise. Ensure required cyber security policies are adhered to and that required controls are implemented. Must have a working knowledge of NIST 800 series guidance for cyber security.

**Project Manager (2 FTE's are Key and 1 FTE requires a DOE Q Clearance)** - Serve as task lead for contractor staff in the delivering of products and services to the customer. Responsible for the developing and maintaining of a Work Breakdown Structure (WBS) for the delivering of all products and services as defined by the scope, cost, and schedule requirements. Project Manager must have a high to mid level understanding of Enterprise Architecture (EA) and IT Capital Planning principles and best practices. Project Manager must be knowledgeable in the Federal Enterprise Architecture (FEA) framework and the discipline of Portfolio Management for IT investments.

**Program Manager (1 FTE is Key and requires a DOE Q Clearance)** - Provide overall direction, control and reporting of multiple projects, including development and implementation of advance program/project management perspectives and lessons learned case studies. Provide high-level technical and management guidance to ensure all schedule and cost objectives are achieved successfully. Develop program management documentation, project schedules and various planning and case study training documents. Determine and acquire resources to complete projects as needed. Responsible for the technical content and phases of program/project execution.

**IT Capital Planning Analyst** - Serve as the technical lead for the capital planning process possessing expert knowledge of Project and Portfolio management principles and best practices. Responsible for providing support to Program Offices by assisting them in meeting their Exhibit 300 & 53 reporting requirements. Analyst must have extensive knowledge of the Exhibit 300 business case methodology and Exhibit 53 Portfolio structure for the Department of Energy.

**Analyst** - Understand the fundamentals of PC systems internals, including the basics of CPU architecture, system organization and 3D graphics. Be able to install and configure a variety of Windows and Linux operating systems. Have a basic knowledge of HTML and be able to examine and assess hardware and software components used in building a system. Keeps up with new technologies as they emerge and look for opportunities for new areas as technology evolves.

**Web Designer** - Analyze information to determine, recommend, plan, layout and develop websites. Responsible for evaluating and implementing emerging technologies and web-based applications. Documents detailed requirements for web page functions and processes required to develop or modify web pages. Formulate a plan outlining steps required to develop web sites and obtains approval. Installs and tests web sites and monitors performance after implementation. Review web site capabilities, workflow, and scheduling limitations to determine if requested web site changes are possible. Performs required updates and ensures required security measures and controls are met and implemented correctly. Working knowledge of HTML, Final Cut Pro, Flash, Photoshop and Illustrator. Good understanding of the online publication process and knowledge of the basic principles of typography and design for the web. Skilled in the tools and practices of online communications, including: writing for the web, interactive media, social networking, mobile messaging, online video/audio and content management systems. Knowledge of web analytics applications, database skills and understanding of website architecture.

**Web Content Manager (Key)** - Responsible for ongoing development and day-to-day operations of internal and external websites. This person collaborates with content owners, editorial partners and creative teams to understand communications needs, and determine the ideal approach for communicating the content in an online environment. Insure web content is appropriate, current and is compliant with Federal and departmental policies. Working knowledge of common web technology tools such as HTML, Final Cut Pro, Flash, Photoshop and Illustrator. Good understanding of the online publication process and knowledge of the basic principles of typography and design for the web. Skilled in the tools and practices of online communications, including: writing for the web, interactive media, social networking, mobile messaging, online video/audio and content management systems. Knowledge of web analytics applications, database skills and understanding of website architecture.

**Enterprise Architect - Meta-Model (Key)** - Serve as the technical lead in the development of the Enterprise Architecture (EA) repository. Responsible for the implementation and maintenance of the repository and its artifacts. Analyst must have expert knowledge of EA frameworks and have prior experience using EA modeling software.

**Enterprise Architect** - Serve as the technical lead in the development of policies, segment architectures, and governance methodologies used in the management of the Enterprise Architecture (EA) program. Responsible for assisting in the development of an EA management plan which outlines the path forward for the EA program. Analyst must have good working knowledge of EA frameworks and segment architecture methodologies.

**Data Architect** - Serves as the technical lead to ensure data architecture standards and best practices are implemented in the Enterprise Architecture (EA). Responsible for working with various business groups to define data exchange requirements which are integrated into the EA. Data Architect is required to develop a data resource management infrastructure to ensure integrity, quality, and security.

The data resource management infrastructure needs to be compliant with OMB Federal Enterprise Architecture (FEA) Data Reference Model guidelines.

**Sr. Information Technology Engineer (1 FTE requires a DOE Q Clearance)** - Experienced in the design and implementation of Information Technology (IT) systems. Expert knowledge of a wide range of IT technologies such as, but not limited to; wireless, portable, thin, thick, and fat client; local area networks, wide area networks, virtual private circuits, VMware, routers, servers, databases, and cyber security solutions. This position will be involved in the operation, enhancement and maintenance of existing IT systems and the design and implementation of new systems.

**Sr. Electronic Tech** - Experienced and trained in electronic technologies and solid state circuitry. Provide support to System Analysts, Information Technology Engineers and Programmer Analysts in the design, implementation, operation and maintenance of Information Technology Systems. Experienced in the interconnection of electronic components that comprise an IT system and the diagnostic tools and techniques used to determine malfunctioning components. Participate on technical teams to determine solutions to problems and issues concerning the implementation, operation, and maintenance of IT systems.

**Electronic Tech** - Trained in electronic technologies and solid state circuitry. Provide support to Sr. Electronic Technicians, System Analysts, Information Technology Engineers and Programmer Analysts in the design, implementation, operation and maintenance of Information Technology Systems. Experienced in the interconnection of electronic components that comprise an IT system and the diagnostic tools and techniques used to determine malfunctioning components.

**Sr. Programmer Analyst** - Prepares presentations for information systems and projects for a variety of internal and external events. Responsible for the development of user guides and manuals for system users and assists in training users as needed. Lead role in the design, programming and testing of application systems and coordinates with vendors for the purchase of information systems, equipment, and software. Analyzes user information system needs; documents the functionality and requirements; recommends solutions and appropriate technology to meet program needs. Lead role in the coordination and installation of new systems, maintenance and upgrade of existing systems, and user training. Installs and tests vendor software applications and programs, and responds to service and problem resolution requests. Designs, develops, tests and installs system interface programs.

**Programmer Analyst** - Prepares presentations for information systems and projects for a variety of internal and external events. Assists in the development of user guides and manuals for system users and assists in training users as needed. Helps to design, program and test application systems and coordinates with vendors for the purchase of information systems, equipment, and software. Analyzes user information system needs; documents the functionality and requirements; recommends solutions and appropriate technology to meet program needs. Coordinates the installation of new systems, maintenance and upgrade of existing systems, and user training. Installs and tests vendor software applications and programs, and responds to service and problem resolution requests. Designs, develops, tests and installs system interface programs.

**Support Staff** - Experienced in the operation of desktop computers and typical business applications like word-processing, spreadsheet, and PowerPoint. Has a working knowledge of Information Technology (IT) and terminology used in the IT field. Provides support to IT professionals conducting studies, purchases of product, maintenance activities, equipment setup and burn in, testing, billing, operation, help desk, implementation and security of IT systems. Provides support for the day-to-day business and office tasks associated with supporting a team of IT professionals, such as scheduling, research, project tracking, document scanning, records management, and producing documentation.

**Enterprise Integration Specialist** - Conducts research on vendor and custom solutions for the best overall solution and then designs and develops processes to support data and event integration among multiple systems. Assists in the development of policy and procedures in support of existing services and development of new services for the entire enterprise. Participates in project planning and prioritization. Integrates appropriate technology with central enterprise systems through the design, development and support of enterprise-level services and the appropriate integration pieces. Researches new technologies in the provision of solutions. Works with developers, integrators, system and administrators and network staff to develop and provide solutions. Makes recommendations to the management for appropriateness and prioritization of the solutions and subsequent projects. Participates in major projects and working groups and provides management advice concerning enterprise-wide and departmental business processes, development of specific policies, and proposed solutions.

**Penetration Tester (2 FTE's require a DOE Q Clearance)** - Conducts remote and onsite testing of Information Technology Systems (IT) to detect weaknesses, vulnerabilities, and compliance issues. Experienced in Network architectures, operating systems, application software, and cyber security tools and techniques. Expert in the use of penetration testing tools, techniques, and attack vectors to be used in a sanctioned attack or intrusion for the sole purpose of evaluating the security of an IT system and to discover weaknesses, vulnerabilities, or compliance issues that are unknown to the system owner. Must have at least four years of practical experience conducting penetration testing.

**Video Teleconferencing Technician** - Provide technical direction, assistance and customer support installing, operating and maintaining high end Audio/Visual and Video Teleconferencing equipment. Comprehensive, in-depth experience in system configuration and operation. Responsible for scheduling, configuring and troubleshooting of video teleconference, multimedia presentations, and audio teleconference.

**Subject Matter Expert I** - To be determined at the time of need.

**Subject Matter Expert II** - To be determined at the time of need.

**QUALITY ASSURANCE SURVEILLANCE PLAN  
FOR  
DOE/EM-40 HUMAN CAPITAL AND BUSINESS  
SERVICES**

**QUALITY ASSURANCE SURVEILLANCE PLAN  
FOR**

**DOE/EM-40 HUMAN CAPITAL AND BUSINESS SERVICES**

1. Introduction:

This QASP provides a plan for the Government to monitor the Contractor's performance under this task order issued under the General Services Administration (GSA).

2. Objective:

This QASP intends to use the following procedure for evaluation of the Contractor's performance. The task order addresses the performance requirements stated in the Statement of Work and addresses the Government's requirements.

The Contracting Officer (CO) and Contracting Officer's Representative (COR) will validate the quality of service the Contractor provides by evaluating the performance schedule, management performance, and quality of service to assess the accuracy/validation, compliance, timeliness, and quality of reports/documents as specified in the Statement of Work and in the Task Assignment(s).

3. Government:

The COR shall be responsible for documenting and maintaining records of the Contractor's performance in the assigned evaluation areas so that fair and accurate evaluation are obtained. The process begins with the COR completing a Contractor Performance Report for the task assignments performed under the Statement of Work within thirty days after the end of the evaluation period. This form identifies evaluation categories such as quality, cost control, timeliness of performance, etc., and provides the COR an opportunity to submit a numerical score and supporting narrative. The evaluation will be provided in a scaled response format for each performance category. The numeric score and associated adjectival ratings will be as stated on the issue of the Contractor Performance Report form in effect at the time of the evaluation.

The decision to exercise options under the contract will be based on the Contractor's performance, as documented on the Contractor Performance Report(s), and will be reflected in the Past Performance Questionnaire.

NOTE: Failure of the Contractor to meet the performance standards will result in the Contractor correcting deficiencies at no additional cost to the Government.

4. Evaluation Categories:

The Contractor will receive an overall adjectival rating on the performance of work under the Statement of Work. In evaluating the Contractor's performance, the performance measures and expectations for all work will be assessed consistent with the factors set forth below:

A. Accuracy

The COR will review the deliverables to determine whether the Contractor is performing accurately within the Statement of Work.

B. Quality of Documents

As necessary, the COR will check with DOE/EM-40 program managers and technical monitors (if any) and determine: a) how many briefings, issue papers, reports, analyses, and/or trip reports were submitted by the Contractor during the evaluation period; and b) how many of the submissions failed to meet performance expectations.

C. Timeliness

The COR will assess whether scheduled tasks were completed by the due date.

D. Cost Control

The COR will review the invoices submitted during the evaluation period in conjunction with the schedule provided in the task order to determine if the Contractor is staying within the cost estimate.

E. Customer Satisfaction

**On a scale of one (1) to five (5), the Contractor must receive at least a rating of three (3).**

5. Surveillance:

Review of documentation (including invoices), input from DOE/EM-40 program managers and technical monitors (if any), and periodic surveillance of the Contractor's work at the Department of Energy Office of Environmental Management Headquarters and Field facilities.

6. Evaluation Period:

Each evaluation period will consist of a six month interval. The start of the first evaluation period will be coincident with the award date of the task order.

7. Analysis of Performance Review:

Following each evaluation period, the Contractor may provide a self-assessment to the CO no later than fifteen working days after the end of the evaluation period. This written assessment of the Contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist in evaluating its performance.



## Report Distribution List

Report Plan	Frequency	Number of Copies	Addressee(s) (See Below)
Status Report			
Milestone Schedule/Plan			
Invoices			

## Deliverables Distribution

1. U.S. Department of Energy  
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7. U.S. Department of Energy (original invoice copy of SF 1034)  
Oak Ridge Financial Service Center  
P.O. Box 5807  
Oak Ridge, TN 37831

**Financial Tracking Report Format (6.) Special Instruction**

Monthly financial tracking reports for the contract and each individual task must track the total funds obligated, budgeted funding, actual funding, and the over/under run as of the current period. The Earned Value Management format may be used.