

BPA Setup

DE-SC0002373

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## **SECTION 1 - TERMS & CONDITIONS**

### **DOE-B-1001 Deliverable Requirements – Labor Rates**

**Attachment 1 contains the labor rates incorporated in this contract for the following contract years.**

Year 1 – June 4, 2011 – June 3, 2012

Year 2 – June 4, 2012 – June 3, 2013

Year 3 – June 4, 2013 – June 3, 2014

Year 4 – June 4, 2014 – June 3, 2015

Year 5 – June 4, 2015 – June 3, 2016

### **DOE-C-1001 Scope of Work**

The Contractor shall perform pursuant to:

Attachment 2 - Performance-Based Statement of Work

The BPA Calls to be issued by the Contracting Officer will contain more specific Technical Directives and descriptions of work for each.

### **DOE-C-1003 Technical Directive Assignment Procedure**

- (a) Only the Contracting Officer may issue Technical Directives 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 Technical Directives and 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 Technical Directives, the Contracting Officer shall provide the Contractor with the following data:
  - (1) A functional description of the work identifying the objectives or results desired from the contemplated Technical Directive.
  - (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 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a Technical Directive to the Contractor containing, as a minimum, the following:

- (1) Date of the Technical Directive.
  - (2) BPA Call number and Technical Directive number.
  - (3) Functional description of the work identifying the objectives or results desired from the Technical Directive, including special instructions or other information necessary for performance of the work.
  - (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 Technical Directive, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the Technical Directive.
- (f) If time constraints do not permit issuance of a fully defined Technical Directive in accordance with the procedures described in paragraphs (a) through (d), a Technical Directive may be issued; which may include a maximum dollar amount.
- (g) The Contracting Officer may amend Technical Directives in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the Technical Directives and the Contractor's approved plan, the Technical Directive shall prevail.
- (i) Contractor shall submit monthly Technical Directive progress reports. As a minimum, the reports shall contain the following information:
- (1) BPA Call number, Technical Directive number, and date of the Technical Directive.
  - (2) Ceiling price.
  - (3) Cost and hours incurred to date for each issued Technical Directive.
  - (4) Costs and hours estimated to complete each issued Technical Directive.
  - (5) Significant issues/problems associated with a Technical Directive.
  - (6) Cost summary of the status of all Technical Directive issued under the contract.
- (j) Within 10 working days after receiving a Technical Directive signed by the Contracting Officer that did not result from the submission of Technical Directive proposals, the Contractor shall provide the Contracting Officer with a plan consisting of the information described in subparagraph (b)(3).
- (k) After the Contracting Officer issues a signed Technical Directive 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 plan with explanatory notes. Revised plans submitted by the Contractor are subject to the review of the Contracting Officer.

#### **DOE-C-1007 Reports**

Reports shall be prepared and submitted in accordance with the Deliverables listed in Attachment 2, Performance-Based Statement of Work.

#### **DOE-F-1002 Place of Performance - Services**

The services specified by this contract shall be performed at the following location (s):

Generally, performance shall be accomplished at the contractor's location, with other sites as specified on individual BPA Calls and Technical Directives.

#### **DOE-G-1001 Billing Instructions**

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on cost-reimbursement type contracts.

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

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

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

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

- (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
- (iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.
- (v) If Technical Directives are issued under this contract, the Contractor must prepare a Statement of Cost for each BPA Call for which the Technical Directives are applied to and a summary for the total invoiced cost.

**DOE-G-1006 Individuals Authorized to Issue Directives**

The following personnel are authorized to issue BPA Calls and Technical Directives under this contract. All designated personnel are employed by Department of Energy, Oak Ridge Office, unless otherwise indicated:

[REDACTED]

**DOE-G-1007 Contracting Officer's Representative**

The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is

[REDACTED]

Specific duties and responsibilities of the COR are those delegated in the Contracting Officer's Representative Delegation for this contract.

**DOE-H-1014 Advance Understanding(s)**

The following Advance Understanding(s) is (are) made a part of this contract:

The type of this contract is a Blanket Purchase Agreement (BPA) under an indefinite delivery-indefinite quantity General Services Administration contract. This is not a requirements contract. DOE intends to use this BPA as its primary vehicle for obtaining professional engineering services support; however, DOE reserves the right in the best interest of the Government to utilize supplemental procurement vehicles, such as purchase orders, to obtain specialty or otherwise unavailable services on a timely basis.

**DOE-H-1030 Organizational Conflict of Interest Management Plan**

Within 120 days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan. The Plan shall describe an aggressive program to identify conflicts of interest, avoid conflicts of interest and facilitate the mitigation of actual conflicts of interest and shall be periodically updated as required during the term of the contract. The Plan shall consist of the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and the entities named in the Special Contract clause, entitled Performing Entity, and their related entities.
- (b) The procedures the Contractor will utilize to avoid, identify, mitigate and terminate conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the OCI Management Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all DOE required representations and certifications and factual analyses are timely submitted to the Contracting Officer for approval.

- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed, collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information, and physical safeguards, if necessary.
- (g) The procedures for OCI training and self-education of employees, as well as the frequency of recertification.
- (h) The enforceable disciplinary mechanisms to be used by the Contractor.

(Note: This Plan is separate from the requirements under Technology Transfer.)

#### **DOE-H-1045 Green Purchasing under DOE Architect Engineer 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 and contract service providers using the facility. Green purchasing or environmentally preferable contracting has several interacting initiatives.

The following information resources provide information pertaining to the various environmentally preferable products:

- Recycled Products are described at <http://epa.gov/cpg>
- 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 at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products at <http://www.epa.gov/ozone/strathome.html>
- Water efficient plumbing products at <http://epa.gov/watersense>

To the extent that the design services provided by the Contractor require the specification of any of these types of products, the Contractor shall specify the environmentally preferable type of product 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 specification or use of products that have biobased content, are energy efficient, or have recycled content.

#### **DOE-H-1051 Consecutive Numbering (May 2009)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

#### **ORO-H-1001 Worker Safety and Health Program (JAN 2007)**

- (a) The contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The contractor shall develop, implement, and

maintain a written Worker Safety and Health Program (WSHP) which shall describe the contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environmental, health, and safety regulations. The contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The contractor shall participate in all emergency response drills and exercises.

- (b) The contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the COR.
- (c) The Contracting Officer may notify the contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action.
- (d) In the event that the contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

#### **ORO-H-1002 Safeguards and Security Awareness Program (JAN 2007)**

The contractor shall establish and maintain a Safeguards and Security Awareness Program acceptable to the Department of Energy (DOE), which satisfies the requirements of the following directives:

DOE Order 470.1

A Safeguards Security Awareness Coordinator must be appointed and will be responsible for ensuring all employees, cleared and uncleared, who are assigned to a DOE facility or who are performing work involving access to classified facilities, classified information, or special nuclear materials are informed of their security responsibilities. Any subcontracts in support of this work shall require subcontractors to comply with the contractor's Safeguards and Security Awareness Program.

#### **ORO-H-1003 Security Qualifications (JAN 2006)**

- (a) The Contractor may be required to perform work in designated security areas or work with documents or information which may require an access authorization (clearance). Additionally, the scope of their work may require enrollment into the Human Reliability Program (HRP). The Contractor shall ensure that all personnel assigned under this contract and working with classified possess a DOE "Q" or "L" access authorization (clearance) matching the classification level of the data and information the employee will be required to work on in the performance of their assigned tasks.
- (b) In the case of those individuals that do not require a "Q" or "L" they will possess, if required,

as a minimum a Limited Site Specific Only (LSSO) badge and meet all access authorization requirements per HSPD-12, DOE N 206.4, and local procedures. For employees requiring DOE "Q" or "L" security clearances and/or LSSO badge, the Contractor shall not employ anyone who is not a citizen of the United States. (Clearance-Access authorizations are granted by the DOE pursuant to 10 CFR Part 710.) Security Badges must be worn properly at all times while working at any of the DOE and NNSA facilities.

- (c) Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements. The Contracting Officer (CO), in coordination with the appropriate federal security representative, may waive the clearance requirement for personnel not involved with classified information while the appropriate access authorizations or badges are being processed, or for personnel associated with the program for short periods of time, such as consultants. In these cases, security requirements regarding these circumstances will be followed. The Contractor, on a case-by-case basis, will provide its own cleared escorts as needed. The Contracting Officer's Representative or Contract Technical Monitor (COR/CTM) will approve contractor personnel for escort privileges and provide escort training.
- (d) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who do not possess a DOE "Q" access authorization. For these individuals, the Contractor shall provide certification to the COR that an investigative screening has been completed prior to employment. The certification shall include, as a minimum, verification of personal identity, previous employment and education, and the results of a credit and law enforcement check.
- (e) Requests for access authorization shall not be submitted until the contract has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination must be rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for the contractor's applicant employment. Upon contract award, the Contractor is encouraged to use the DOE Accelerated Access Authorization Program (AAAP) to obtain an Interim "Q" access authorization. The request for AAAP shall include the certified results of the pre-employment investigative screening of the prospective employee and a local federal review prior to approved submission under AAAP.
- (f) The Contractor shall turn in badges for employees: (1) who are no longer working on the contract; (2) who no longer require access; (3) when their badge expires; or (4) when the contract expires or is terminated. Badges shall be returned to the individual handling security terminations. Notification of employment terminations supporting this contract will be made in writing to the CO and COR/CTM.
- (g) In addition to the possible requirement of holding an access authorization, individuals, if the work position is identified as requiring enrollment in the Human Reliability Program (HRP) and/or maintaining currency under certain program requirements (e.g., annual HRP training) must be willing to comply with all regulatory requirements to be granted access under the HRP federal rules and local procedures.

#### **ORO-H-1004 Insurance (FEB 2000)**

- (a) Except as provided in subparagraph (b) immediately following, the Contractor shall provide and maintain:

TYPE OF INSURANCE	AMOUNT
Worker's compensation	\$100,000

Employer's liability	\$100,000
Comprehensive general liability (bodily injury)	\$500,000 per occurrence
Comprehensive automobile liability (bodily injury)	\$200,000 per person and \$500,000 per occurrence
Comprehensive automobile liability (property damage)	\$20,000 per occurrence

- (b) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to worker's compensation, the Contractor is qualified pursuant to statutory authority.

#### **ORO-H-1005 Oversight of Contractor (DEC 2004)**

- (a) The parties recognize that DOE has entered into Contract No. DE-AC05-00OR22725 (hereinafter referred to as Contract OR22725) with UT-Battelle, LLC (hereinafter UT-Battelle) and Contract No. DE-AC05-00OR22800 (hereinafter referred to as Contract OR22800) with BWXT Y-12, LLC, (hereinafter BWXT Y-12) for the management and operation of Government-owned facilities located in Oak Ridge, Tennessee, at which the Contractor may be performing under this contract. In addition, DOE has entered into Contract No. DE-AC05-98OR22700 (hereinafter referred to as Contract OR22700) with Bechtel Jacobs Company, LLC, (hereinafter Bechtel Jacobs) and Contract DE-SC0004645 with URS-CH2M Oak Ridge (hereinafter UCOR) for the management and accelerated clean-up of Government-owned facilities located in Oak Ridge, TN, at which the Contractor may be performing under this contract. Collectively, these contractors are Site Contractors. The Contractor hereby agrees that while it is performing work at this site it shall comply with applicable Federal, state and local laws, regulations, DOE orders and directions, and with the standards and procedures of the Site Contractors with respect to health, safety, environmental, quality assurance, and safeguard and security matters. The Contractor agrees that its responsibility to comply with the foregoing is not reduced by the oversight provided by the Site Contractors nor are any of the Contractor's responsibilities assumed by the Site Contractors. The Contractor acknowledges that the performance by the Site Contractors is not intended to and does not reduce the Contractor's obligations, responsibilities, and/or accountability to DOE or any regulatory agency, including judicial body, responsible for audit, licensing, permitting, or other administrative review or adjudication capacity.
- (b) The Contractor agrees to cooperate fully and in good faith with DOE, UT-Battelle, Bechtel Jacobs, UCOR, and BWXT Y-12, so as to enable the Site Contractors to perform their contractual obligations, including evaluation of the Contractor's programs, procedures, systems, processes, and policies regarding health and safety, housekeeping, environmental requirements, radiation protection, security, quality assurance, industrial hygiene, criticality safety, and related operations. In performing such evaluations, the Contractor agrees to allow the Site Contractors access to documents relating to the foregoing, including but not limited to policies; procedures; operating instructions; manuals; training programs; qualification of employees consistent with the Privacy Act; quality assurance program; accident reports; insurance reports and claim files; and reports whether generated by the Contractor, subcontractor, prospective subcontractors, or a third party relating to such matters.
- (c) The Contractor acknowledges that the Site Contractors are authorized, under specified circumstances, to suspend work of the Contractor or deny the Contractor access to the Government's facilities. The Contractor agrees to comply with any such Site Contractor

direction.

- (d) The Contractor agrees to include in all subcontracts that may include on-site work under this contract, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.
- (e) The provisions set forth herein are also applicable to all successors to the above mentioned contractors.

#### DOE-J-1001 List of Attachments

The following attachments constitute part of this contract:

Attachment	Description	No. of Pages
2	Performance-Based Statement of Work	9

#### 52.203-5 Covenant Against Contingent Fees. (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

#### 52.203-7 Anti-Kickback Procedures. (Oct 2010)

(a) *Definitions.*

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a

prime contract or in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies

owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

**52.204-2 Security Requirements. (AUG 1996)**

- (a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.
- (b) The Contractor shall comply with -
- (1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M); and
  - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

**52.204-7 Central Contractor Registration. (APR 2008)**

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

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
    - (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company Physical Street Address, City, State, and Zip Code.
    - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
    - (v) Company Telephone Number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).

- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
  - (1)
    - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
    - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
  - (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**52.204-10 Reporting 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.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.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.fsr.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.

**52.216-24 Limitation of Government Liability. (APR 1984)**

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding TBD dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is TBD dollars.

**52.223-6 Drug-Free Workplace. (MAY 2001)**

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

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration -
  - (1) Publish a statement notifying its employees that the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establish an ongoing drug-free awareness program to inform such employees about -
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
  - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
  - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--
  - (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
  - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
    - (i) Major group code 10 (except 1011, 1081, and 1094.
    - (ii) Major group code 12 (except 1241).
    - (iii) Major group codes 20 through 39.
    - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
    - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis);  
or
  - (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt -
  - (1) The Contractor shall notify the Contracting Officer; and
  - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall -
    - (i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
    - (ii) Continue to file the annual Form R for the life of the contract for such facility.

- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall -
  - (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
  - (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

**52.227-1 Authorization and Consent. (DEC 2007)**

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent—
  - (1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or
  - (2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with
    - (i) specifications or written provisions forming a part of this contract or
    - (ii) specific written instructions given by the Contracting Officer directing the manner of performance. the entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)**

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- (c) The Contractor shall include the substance of this clause, including this paragraph (c), in all

subcontracts that are expected to exceed the simplified acquisition threshold.

**52.227-3 Patent Indemnity. (APR 1984)**

- (a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.
- (b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to—
  - (1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
  - (2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
  - (3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

**52.227-14 Rights in Data—General. (DEC 2007)**

- (a) Definitions.
  - (1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
  - (2) Computer software, as used in this clause, means
    - (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and
    - (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
  - (3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
  - (4) Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and

attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

- (5) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.
  - (6) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.
  - (7) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
  - (8) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.
- (b) Allocation of rights.
- (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—
    - (i) Data first produced in the performance of this contract;
    - (ii) Form, fit, and function data delivered under this contract;
    - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
    - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
  - (2) The Contractor shall have the right to—
    - (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
    - (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
- (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).
- (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

- (i) Identifies the data; and
- (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

- (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or

regulations);

- (2) As expressly set forth in this contract; or
- (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer. The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(e) Unauthorized marking of data.

- (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.
  - (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
  - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
  - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

- (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
- (f) Omitted or incorrect markings.
- (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.
  - (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—
    - (i) Identifies the data to which the omitted notice is to be applied;
    - (ii) Demonstrates that the omission of the notice was inadvertent;
    - (iii) Establishes that the proposed notice is authorized; and
    - (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
  - (3) If data has been marked with an incorrect notice, the Contracting Officer may—
    - (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
    - (ii) Correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.
- (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—
    - (i) Identify the data being withheld; and
    - (ii) Furnish form, fit, and function data instead.
  - (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
  - (3) [Reserved]
- (h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the

subcontract award without authorization in writing from the Contracting Officer.

- (i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**52.232-18 Availability of Funds. (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**52.244-6 Subcontracts for Commercial Items. (DEC 2010)**

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

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c)

- (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**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.

**952.204-2 Security requirements. (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.

#### **952.204-70 Classification/Declassification. (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics.

Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

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

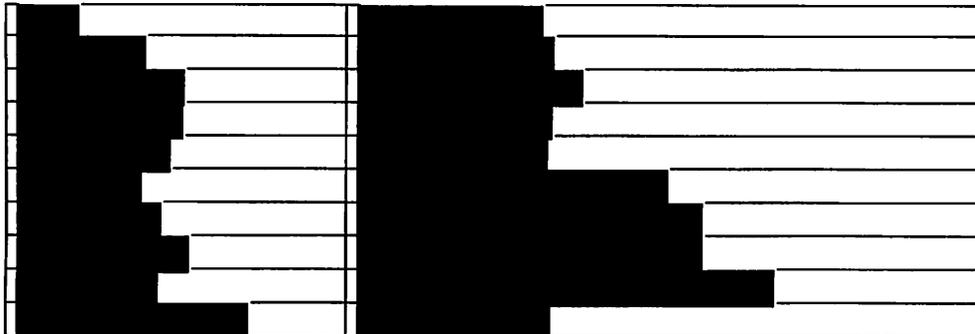
In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor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

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

**952.215-70 Key Personnel. (DEC 2000)**

- (a) The personnel listed below 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 DEAR 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. There may be more than one Key Personnel and the Offeror must submit resumes for all proposed Key Personnel.



**952.227-11 Patent rights-retention by the contractor (short form). (FEB 1995)**

(a) Definitions.

- (1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).
- (2) "Made" when used in relation to any invention means the conception of first actual reduction to practice of such invention.
- (3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- (4) "Practical application" means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- (5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.
- (7) "Agency licensing regulations" and "agency regulations concerning the licensing of Government-owned inventions" mean the Department of Energy patent licensing

regulations at 10 CFR Part 781.

- (b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- (c) Invention disclosure, election of title, and filing of patent application by Contractor.
- (1) The Contractor will disclose each subject invention to the Department of Energy (DOE) within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to DOE shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the DOE, the Contractor will promptly notify that agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.
  - (2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying DOE within 2 years of disclosure to DOE. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by DOE to a date that is no more than 60 days prior to the end of the statutory period.
  - (3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
  - (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.
- (d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention
- (1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that DOE may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.
  - (2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause,

but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

- (3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum rights to Contractor and protection of the Contractor right to file.
- (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.
  - (2) The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
  - (3) Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations concerning the licensing of Government owned inventions, any decision concerning the revocation or modification of the license.
- (f) Contractor action to protect the Government's interest.
- (1) The Contractor agrees to execute or to have executed and promptly deliver to DOE all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to DOE when requested under paragraph (d) of this clause and to enable the government to obtain patent protection throughout the world in that subject invention.
  - (2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing

of patent applications prior to U.S. or foreign statutory bars.

- (3) The Contractor will notify DOE of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
- (4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by the United States Department of Energy. The Government has certain rights in the invention."

(g) Subcontracts.

- (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
  - (2) The contractor shall include in all other subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work the patent rights clause at 952.227-13.
  - (3) In the case of subcontracts, at any tier, DOE, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
- (h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received, by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by that agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- (i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
  - (j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and

any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that .

- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
  - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
  - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
  - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that
- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;
  - (2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when DOE deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
  - (3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and
  - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when that Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

## (l) Communications.

- (1) The contractor shall direct any notification, disclosure, or request to DOE provided for in this clause to the DOE patent counsel assisting the DOE contracting activity, with a copy of the communication to the Contracting Officer.
- (2) Each exercise of discretion or decision provided for in this clause, except subparagraph (k)(4), is reserved for the DOE Patent Counsel and is not a claim or dispute and is not subject to the Contract Disputes Act of 1978.
- (3) Upon request of the DOE Patent Counsel or the contracting officer, the contractor shall provide any or all of the following:
  - (i) a copy of the patent application, filing date, serial number and title, patent number, and issue date for any subject invention in any country in which the contractor has applied for a patent;
  - (ii) a report, not more often than annually, summarizing all subject inventions which were disclosed to DOE individually during the reporting period specified; or
  - (iii) a report, prior to closeout of the contract, listing all subject inventions or stating that there were none.

**952.227-82 Rights to proposal data. (APR 1994)**

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

**952.236-71 Inspection in Architect-Engineer contracts. (APR 1994)**

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**952.251-70 Contractor employee travel discounts. (AUG 2009)**

- (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. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.
- (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

**SECTION 2 – REPRESENTATIONS & CERTIFICATIONS**

**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 proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) The statement must contain the following:
  - (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered

to the previous client(s), and the name of a responsible officer or employee of the 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.

#### **ORO-K-1023 E-FOCI Electronic Processing (MAY 2007)**

In furtherance of DEAR 952.204-73, Facility Clearance and other Proposal Preparation Instructions, offerors/teaming partners/subcontractors and/or joint ventures that do not possess a Department of Defense (DOD) or a Department of Energy (DOE) Facility Clearance shall submit the information requested via <https://foci.td.anl.gov> website. Offerors/teaming partners/subcontractors and/or joint ventures who possess a DOD or DOE Facility Clearance shall submit agency documentation that grants the facility clearance, including their company's assigned DOD commercial and government entity (CAGE) code or DOE facility code.

Please check, as appropriate:

Facility Clearance documentation has been submitted via <https://foci.td.anl.gov>

Documentation granting offeror's/teaming partners/subcontractor(s) and/or joint venture facility clearance is attached.

Company Name and Address:

See Attachment 3.

In relation to this solicitation, my company is responding as (please check, as appropriate):

- Offeror  
 Teaming Partner  
 Subcontractor  
 Joint Venture  
 Other (please specify):

BPA Setup

DE-SC0002373

Attachment 2 – Statement of Work

**PERFORMANCE BASED STATEMENT OF WORK**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

**I. INTRODUCTION**

The Department of Energy's (DOE) Oak Ridge Office (ORO) is acquiring a commercial source for professional engineering services on a routine and/or as needed basis by awarding a Blanket Purchase Agreement based contract. In performing Technical Directives under this order, the contractor may be required to work in facilities where access is controlled for security reasons and in areas where facility operations are ongoing. The contractor will provide support to the Oak Ridge Office, Thomas Jefferson Site Office, Pacific Northwest Site Office, SLAC Site Office, and the Brookhaven Site Office.

Any work performed on site or within DOE facilities will be accomplished in accordance with all federal regulations and procedures pertaining to security, safety, health, and environmental control. All work shall be performed in compliance with all federal and state regulations, DOE orders, and national standards. Work in certain facilities will require cooperative efforts with the operations and/or construction contractors. Security controls may differ among facilities.

**II. BACKGROUND**

Within the DOE, it is the mission of the ORO to advance the national, economic, and energy security policies through a diverse array of research and development, technology transfer, and environmental innovations; all of which require achieving and sustaining excellence in managerial and technical principles to facilitate meeting the Department's mission needs. As a result, ORO has established requirements and procedures to provide a disciplined and systematic approach to achieving planned technical and managerial objectives within cost, scope, and schedule.

**III. GENERAL SCOPE**

DOE will issue BPA Calls and Technical Directives as work is defined and funding is available. The scope of work will consist of technical and analytical feasibility studies, strategic planning, estimating, conceptual design reviews, preliminary and final design reviews, field inspection, and other general engineering services. The scope may also include supporting efforts that lead to capital improvement projects, facility alterations, additions, modifications, and/or replacements to existing facilities, buildings, equipment, and utility systems related to operations, research, development, environmental improvements, radiological facility decontamination and decommissioning, and security

upgrades. Overall, these efforts will provide ORO with additional capabilities including increased program efficiency and improvements to operational and maintenance practices.

The contractor will be tasked to provide services which fall under the GSA Professional Engineering Services Schedule (#871). Listed below are descriptions of activities to be performed. BPA Calls and Technical Directives issued under this BPA may not encompass all activities described in the following Special Item Numbers.

**871-1. Strategic Planning for Technology Programs/Activities:**

Services involve the definition and interpretation of high-level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement. Typical associated tasks include, but are not limited to, an analysis of mission, program goals and objectives, requirements analysis, organizational performance assessment, and special studies and analyses.

**871-2. Concept Development and Requirements Analysis:**

Services provided involve abstract or concept studies and analysis, requirements definition, preliminary planning, the evaluation of alternative technical approaches and associated costs for the development or enhancement of high level general performance specifications of a system, project, mission or activity. Typical associated tasks include, but are not limited to, requirements analysis, cost/cost-performance trade-off analysis, feasibility analysis, regulatory compliance support, and conceptual technology designs.

**871-3. System Design, Engineering and Integration:**

Services provided involve the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis/mitigation, and traceability. Typical associated tasks include, but are not limited to, computer-aided design, design studies and analyses, high level detailed specification review, configuration management and document control, fabrication, assembly simulation, and modeling.

**871-4. Test and Evaluation:**

Services provided involve the application of various techniques demonstrating that systems (subsystem, program, project or activity) perform in accordance with the objectives outlined in the original design. Typical associated tasks include, but are not limited to, testing, environmental testing, independent verification and validation, reverse engineering, simulation and modeling (to test the feasibility of a concept), system safety, quality assurance, and physical testing of a product or system.

**871-5. Integrated Logistics Support:**

Services provided involve the analyses, planning and detailed design of engineering specific logistics support including material goods, operational maintenance, and repair of systems throughout their life cycles. Typical associated tasks include, but are not limited to, feasibility analysis, logistics planning, requirements determination, policy standards/procedures development, and long-term reliability, and maintainability.

**871-6. Acquisition and Life Cycle Management:**

Services provided involve the planning, budgetary, and systems/program management functions. Typical tasks include, but are not limited to, program/project management, and lifecycle baseline development and/or review/evaluation.

**IV. PROGRAM ACTIVITIES**

Provided is a brief synopsis of the current DOE mission and contract work being performed within the ORO Complex.

- 1. Science Programs (SC)** are performed at Oak Ridge National Laboratory (ORNL), Oak Ridge Institute of Science and Education (ORISE), Thomas Jefferson National Accelerator Facility (TJNAF), Stanford Linear Accelerator Facility (SLAC), and Pacific Northwest National Laboratory (PNNL). At ORNL, researchers focus on basic and applied research to advance the nation's energy resources, environmental quality, scientific knowledge, and contribute to science education and national economic competitiveness. The Laboratory also performs work for non-DOE sponsors when such activities complement DOE missions and address important national or international issues. ORNL is operated by UT-Battelle, LLC. ORISE is managed for DOE by the Oak Ridge Associated Universities, a not-for-profit consortium of 96 colleges and universities. ORISE carries out national and international programs in science and engineering education, training and management systems, energy and environmental systems, medical sciences, and low-energy physics. TJNAF accelerates electrons for use as a probe to study the structure of matter. TJNAF is operated by

Jefferson Science Associates, LLC. SLAC specializes in the design, construction and operation of electron accelerators and related experimental facilities for us in high-energy physics and synchrotron radiation research. SLAC is located at Stanford University in Menlo Park, California. The mission of PNNL, located in Richland, Washington, is to perform basic and applied research to deliver energy, environmental, and national security for the United States.

- 2. Environmental Management (EM)** is the second largest Oak Ridge program, with cleanup programs underway to correct the legacies remaining from more than 50 years of energy research and weapons production. The program includes an aggressive effort to complete specific environmental cleanup, including the East Tennessee Technology Park (ETTP) site. Already, significant progress has been made in cleaning up large gaseous diffusion plant buildings at this site.

Because of past practices, portions of land and facilities on the Oak Ridge Reservation (ORR) are contaminated with radioactive elements, mercury, asbestos, PCBs, and industrial wastes. The ORR is on the Environmental Protection Agency's (EPA) national priorities list and is being cleaned up under a federal facilities agreement with EPA and the State of Tennessee. The Oak Ridge Environmental Management scope includes ETTP Closure, and activities at the Oak Ridge National Laboratory and the Y-12 National Security Complex. EM is continuing development of the Integrated Facilities Disposition Program for closure of over 400 facilities under a comprehensive closure plan. Oak Ridge EM is also responsible for management and reporting requirements for funds received under the American Recovery and Reinvestment Act (ARRA). Actions are driven by specific Records of Decision, the Federal Facility Compliance Act and Site Treatment Plan for the ORR, and supports the EM risk reduction objectives.

- 3. Nuclear Fuel Supply (NFS)** is responsible for working with the United States Enrichment Corporation (USEC) to facilitate the deployment of new, cost-effective advanced enrichment technology in the United States, and ensure the stability of existing domestic enrichment capabilities, including continued operation of the Paducah Gaseous Diffusion Plant, until new technology is deployed. USEC plans to build and operate a commercial American Centrifuge Plant in Portsmouth, Ohio, to enrich uranium for nuclear power and fuel technologies. The DOE Oak Ridge Office of Nuclear Fuel Supply administers the Lease Agreements between USEC and DOE, assures that Memorandums of Agreement exist and are executed between Nuclear Regulatory Commission and DOE to govern USEC activities, and executes the DOE Regulatory Oversight Program, including Arming of the Guards, for USEC activities which fall under DOE cognizance. NFS also monitors the DOE uranium inventory for the Office of the DOE Assistant

Secretary of Nuclear Energy and provides assistance to the NRC on cyber security activities for USEC and other licensees.

The office leads Oak Ridge's Reindustrialization efforts, which focus on accelerating cleanup of the East Tennessee Technology Park (ETTP) by making underutilized assets such as land, buildings, and infrastructure available for productive use by the commercial sector, and developing a private industrial complex at ETTP that is referred to as the Heritage Center. The Reindustrialization approach focuses on transferring ownership of land and facilities thereby freeing up dollars that can be used for cleanup. Property transfers have resulted in saving DOE over \$12.4 million in avoided demolition costs, and nearly \$6.5 million annually in avoided surveillance, maintenance, and utility costs. At Program completion the Department could achieve approximately \$65 million in avoided demolition costs because demolition of transferred facilities becomes the responsibility of the new owner. In addition, savings from transitioning facilities, utilities, and other infrastructure at the site are expected to continue to increase from the current amount. The mutual goal of the Reindustrialization Program and Environmental Management's Cleanup Program is to transition ETTP to be a self-sustaining industrial complex no longer reliant on federal funding. The Community Reuse Organization of East Tennessee (CROET) is DOE's partner in this endeavor and is responsible for the commercial development of the Heritage Center.

4. **The National Security** mission in Oak Ridge is carried out at the Y-12 National Security Complex, formerly known as the Oak Ridge Y-12 Plant. Programs at Y-12 include manufacturing and reworking nuclear weapon components, dismantling nuclear weapon components returned from the national arsenal, serving as the nation's safe, secure storehouse of special nuclear materials, reducing the global threat from terrorism and weapons of mass destruction, and providing the U.S. Navy with safe, militarily effective nuclear propulsion systems. Y-12 is operated by B&W Y-12 Company for the National Nuclear Security Administration (NNSA). ORO provides a variety of services to the NNSA's Y-12 Site Office as part of a service agreement between the two organizations.
5. **The Office of Partnerships and Program Development** emphasizes the importance of partnerships with government, industry, and communities as a vital component of the region's success. A world-class array of capabilities and highly trained personnel make the Oak Ridge Complex a unique, user-friendly regional, national, and international resource. The Partnerships Office assists others in using Oak Ridge's anchor strengths and core competencies by planning and initiating partnerships and alliances with other federal agencies, universities, state/regional governments, and private industry. Partnerships can take various forms--technical assistance to solve a specific problem; training in advanced equipment, techniques, and processes; use of unique facilities; access to patents and software;

exchange of personnel; and cooperative research.

6. **Environment, Safety and Health (ES&H)** is responsible for ensuring DOE operations in Oak Ridge comply with environment, safety and health criteria established by a number of Federal and State statutes and regulations, executive orders, DOE Orders, and compliance agreements. ORO's ES&H organization is responsible for developing effective and efficient environmental, safety, health, and quality programs and guidance applicable to all ORO programs. As a part of this program, the ORR has an extensive environmental monitoring program designed to meet applicable laws and standards and to protect the public and environment. Literally thousands of samples are collected and analyzed annually. The program consists of both effluent monitoring and environmental surveillance. Also, as part of this overall program, ES&H is responsible for the DOE Consolidated Audit Program (DOECAP) that coordinates and ensures accomplishment of audits of analytical laboratories and commercial mixed/low level waste treatment, storage, and disposal facilities (TSDFs) and non-rad TSDFs used by the DOE complex. This may include assessment program coordination, scheduling, planning, logistical support, reporting, corrective action plan review, database support and maintenance, command media, auditor qualification program, and records center. Assessment Program Coordination - Establish and maintain a network of DOECAP program participants across the DOE complex including federal and contractor points of contact and DOECAP Working Groups. Host routine and special conference calls and meetings to share information, convey program requirements and expectations, and obtain and provide feedback on program needs and issues. Support development and issuance of written communication to POC network and DOECAP working groups. Provide timely response to external inquiries on the DOECAP program.
- Assessment Scheduling - Through network contacts, obtain information on the TSDF and analytical laboratories used by the DOE Complex and the associated assessment needs. Convey these needs into a working schedule that is resource loaded with trained and qualified assessment team leaders and members. Ensure that assessment dates are coordinated with team members and with the facility to be audited. Maintain revision control of schedule.
- Assessment Planning and Logistical Support - Ensure that assessment teams are provided relevant information and audit plans for the facilities being assessed. Information will include audit plan, listing of procedures, quality assurance plans and ES&H plans, license and permit information, facility organization charts, location maps, etc. Interact with the audited facilities to ensure that information provided to the assessment team is current and complete. Ensure information is compiled and disseminated to assessment team in sufficient time to allow effective audit preparation. Ensure that assessment in-briefings and onsite audit activities are scheduled.

- Assessment Reporting and Corrective Action Plan Review - Using the draft report prepared by the Lead Auditor, perform technical adequacy review and technical edit and produce a final report for transmittal to the facility. Assist in preparation of transmittal correspondence and track delivery of report to the audited facility. Monitor schedule for completion of corrective action plans and report any issues regarding timeliness to DOE and Contractor POCs. Coordinate review of corrective action plan submittals and ensure that comments are resolved. Coordinate development of corrective action plan approval correspondence.
- Database Support and Maintenance - Enter audit reports and corrective actions in the DOECAP Electronic Data System (EDS) in a timely manner. Produce routine summary reports from the database including summarization of results and trends. Maintain database integrity and ensure that DOE software quality assurance requirements are met. Ensure that data backups are made on routine basis. Review access authorizations for the DOECAP Data System and issues passwords and user IDs with the concurrence of the DOECAP program manager.
- DOECAP Command Media - Support development and maintenance of DOECAP procedures and requirements documents. Maintain complete files of procedure revisions and associated records.
- DOECAP Auditor Qualification Program - Support the development and maintenance of requirements for DOECAP auditor qualifications. Support the qualification process by receiving, reviewing, and processing auditor qualification requests and associated information packages. Review received information against qualification requirements and make recommendations for acceptance into qualified auditor pool. Maintain database of qualified auditors and records of the qualifications of each.
- DOECAP Records Center - Maintain a complete inventory of assessment reports, evidence files, corrective action plans and any other records associated with the audit program. Maintain all records of DOECAP operations in support of above tasks. Records must be indexed, retrievable, and protected from loss.
- Quality Assurance - Conduct self assessments to ensure that DOE requirements for DOECAP operations are being met in conformance to DOECAP procedures and this directive.

## V. PERFORMANCE STANDARDS

Performance standards and measures pertaining to a specific Technical Directive will be developed in the respective individual Technical Directive. The contractor

is expected to conduct all work in compliance with safety and security requirements and in a manner that promotes and improves productivity and minimizes waste. In addition, the following are key factors in annual performance evaluations:

1. The timeframe in which the contractor efficiently and adequately responds to requests to develop a cost and technical proposal for each task issued. The performance measure will be the specified number of days that the Contracting Officer determines to be a reasonable response time to each request.
2. The timeframe in which the contractor efficiently and adequately completes the task. The performance measure will be determined by the schedule contained in the issued task.

In addition to annual performance evaluations, Quality Assurance Surveillance Plans will be issued with each Blanket Purchase Agreement (BPA) Call and/or Technical Directive. Standards for quality assurance will be outlined according to specifics of the call/directive.

#### **VI. PERIOD OF PERFORMANCE**

The period of performance will be five (5) years from date of award.

#### **VII. DELIVERABLES**

The contractor shall provide the following reports and any additional reports that may be specified in individual Technical Directive:

1. Status reports indicating highlights and significant events for each individually issued task including associated hours, cost and balance of funds, and projected expenditures. The frequency of submitting this report will be included in each issued task.
2. Occupational injury and illness data in accordance with 10 CFR 851 and in compliance with requirements contained in 29 CFR 1904. This includes injury reporting monthly and employee work hours on a quarterly basis.
3. Quality Assurance Plan in accordance with DOE O 414.1B (60 days after award and updated annually).
4. In accordance with Clause ORO-H-1001 Worker Safety and Health Program, a written plan is to be submitted and approved by DOE and implemented by the contractor prior to the start of work.
5. Accident and Investigation Requirements will be included in individually issued Technical Directives as required.
6. Monthly labor management and cost management reports submitted with vouchers/invoices.
7. Safeguards & Security Awareness Plan upon award
8. DOE Analytical Services Program Summary Report for each fiscal year, including reproduction.

9. All documentation associated with program implementation and monthly DOECAP Manager Reports. Planning, scheduling and securing conference space for the Analytical Services Program DOECAP annual conference (not to exceed \$20,000).

BPA Call  
DE-SC0002373/DE-BP0001981  
Technical Directive (TD-02)  
Engineering Support for U-233 Mission  
Statement of Work

**Engineering Services Support for U-233 Project**  
**TD-02 - Engineering Support for U-233 Mission**  
Revised 8/31/2011

**STATEMENT OF WORK:**

**Background:**

A letter from the Deputy Secretary of Energy dated November 24, 2010, authorized an Alternatives Analysis for the disposition of Uranium-233 (U-233) at Oak Ridge National Laboratory (ORNL) in two phases:

- 1) revisit previously rejected disposition methodologies and explore viable new options to derive a more cost-effective disposal solution or suite of solutions; and
- 2) develop sufficient details associated with the surviving alternatives so that a final disposition approach can be selected.

The final draft U-233 Alternative Analysis Screening Report dated January 6, 2011 was published at the end of Phase I. In a letter dated April 25, 2011, the Deputy Secretary of Energy and the Assistant Secretary for Environmental Management (EM-1) endorsed the Screening Report's recommended path forward, which involved immediate implementation of a Direct Disposition Campaign for certain elements of the inventory, and a Phase II analysis of surviving options for processing of the remaining inventory. The Direct Disposition campaign consists of:

- **Programmatic Transfers** – Transfer of approximately 168 canisters of U-233 material to the Device Assembly Facility (DAF) in support of the National Nuclear Security Agency (NNSA) Criticality Safety and Test Readiness Programs, and approximately 11 canisters to the DAF or Y-12 in support of New Brunswick Laboratory (NBL) programmatic needs.
- **Direct Disposal** – Direct disposal (without downblending) of 403 canisters containing Consolidated Edison Uranium Solidification Project (CEUSP) monoliths at the Nevada Nuclear Security Site (NNSS).

The Phase II Alternatives Analysis will compare the remaining processing alternatives discussed in the screening report and recommend a final processing approach for that portion of the inventory not currently slated for direct disposal or transfer. This includes an analysis of what, if any, minor modifications would be needed to the      operated liquid low-level waste system and the TWPC to support the currently-favored co-processing alternative. The Phase II analysis will also investigate whether and how to maximize direct disposition by expanding the direct disposal campaign.

The scope of this Task will be evaluated and revised, as appropriate, to accomplish the U-233 Mission upon completion of the Phase II Alternatives Analysis.

**Scope of Work and Deliverables:**

To accomplish the revised U-233 Project path forward endorsed by the Deputy Secretary of Energy (April 2011), the contractor will provide support engineering services to supplement the DOE and Isotek Integrated Project Team to prepare programmatic transfers, direct disposition, and final selection of the most feasible, least cost processing alternative.

The specific functions and deliverables encompassed by the statement of work are as follows:

1. The contractor will participate in and carry out responsibilities as an identified member of the U-233 Project's Program Steering Committee (PSC), as the Design Oversight Expert, as described in the *U-233 Disposition Program Management Plan*. This includes attending monthly PSC meetings and supporting additional deliverables prepared by the PSC. The contractor will

support the PSC in meeting the milestones established in the *Program Steering Committee Charter* (May 2011).

2. The contractor will evaluate technical papers, technical assessments, and engineering support to carry out identified deliverables. Activities include: visits to Building 3019, attendance at technical meetings, interviews of employees, drafting reports, and validation of corrective actions.
3. The contractor will evaluate the U-233 Project prime contractor's assumptions and technical challenges associated with the programmatic transfers and direct disposition of U-233 material, including options for acceleration. This activity includes:
  - o Development of technical approach and the integration of support requirements from multiple entities.
  - o Specification of readiness and operational/handling requirements.**Evaluation due by July 31, 2011.**
4. The contractor will perform Quality Assurance oversight and surveillances in accordance with the previously established schedule and in anticipation of accelerated readiness for programmatic transfers. **Five Surveillance Reports due by September 30, 2011.**
5. The contractor will support the Processing IPT (IPT-2) with membership, attendance at weekly meetings, and technical support as defined in the *U-233 Disposition Program Management Plan* and the *Processing Integrated Project Team (IPT-2) Charter*. As part of IPT-2, the contractor will determine the maximum amount of the current inventory eligible for direct disposal, and document assumptions/actions that are necessary to maximize the volume of directly disposed material. **Due in conjunction with Final Phase II Report by September 30, 2011.**
6. The contractor will assist in preparing the final Draft Alternatives Analysis Phase II Report, which will further develop the analysis of the two downblending and disposition processing alternatives from the Phase I Screening Report to specify the final selection for processing material that cannot be directly disposed. The Phase II Report will compare operations concepts of the remaining processing options, and consider advantages and disadvantages related to nuclear safety, safeguards and security, cost, feasibility of necessary facility modifications, and other factors which contribute to the specified processing decision.
  - a. **Draft Phase II Report is due by July 31, 2011.**
  - b. **Final Phase II Report is due by September 30, 2011.**
7. The contractor will provide technical support the Federal Project Director as needed to respond to stakeholder comments on the Alternatives Analysis Phase II Report and in preparation of briefings to the Assistant Secretary for Environmental Management and Deputy Secretary of Energy on the Alternatives Analysis Phase II Report. **Anticipated complete by December 31, 2011.**
8. The contractor will provide a technical analysis of acquisition alternatives for processing the uranium inventory not included in the Direct Disposition Campaign in support of DOE's preparation of a revised Acquisition Strategy. This analysis shall be consistent with the DOE HQ-endorsed approach following a briefing of the Alternatives Analysis Phase II Report. **Acquisition Analysis Report is due by March 31, 2012.**
9. The contractor will provide subject matter expertise to support the DOE oversight of Isotek's preparations for readiness to ship Zero Power Reactor (ZPR) plates. This support will consist of up to 2 subject matter experts (to be determined) to assist in implementation of the DOE Oversight Plan and Management Self Assessment (MSA) Plan. The Oversight Plan will include reviewing Isotek affidavits, assuming 60 hours per person. The MSA Plan will oversee the Contractor Readiness Assessment.
  - a. **Complete verification documentation upon review of applicable affidavits**
  - b. **Observe, Readiness Assessment as part of the DOE MSA, currently scheduled for October 31 – November 4, 2011**
  - c. **Provide relevant information for final report to MSA Team Leader within 2 working days of the close of the review, and assist with writing the report as needed.**

10. The contractor will provide independent technical expertise to support the DOE Readiness Assessment (RA) for Zero Power Reactor (ZPR) Plate Shipments to Receiver Site. This expertise will consist of the RA Team Leader and an assumption for 2 subject matter experts.
  - a. Draft RA Plan of Action is due for DOE Review by September 2, 2011
  - b. Final RA Plan of Action is due for DOE Approval by September 16, 2011
  - c. RA Implementation Plan is due by October 7, 2011
  - d. RA is currently scheduled to be conducted November 28 – December 2, 2011
  - e. RA Report is due within 5 working days of the close of the review
11. The contractor will provide an independent cost estimate (ICE) consistent with the scope of work and the Price Proposal instructions (a technical proposal is not required) to be provided to Isotek for contract Option 2, a fixed price task for Direct Disposition. The estimate should consider the approach utilized in the *ZPR Plate Planning, Retrieval, Packaging, and Transportation Plan* (ISO-OPS-012), and CEUSP planning assumptions will be provided. The deliverable will be a proposed schedule and cost estimate developed at a level of detail sufficient to withstand reviews, and consistent with all applicable DOE Orders and consistent with the Government Accounting Office's Cost Estimating and Assessment Guide: Best Practices for Developing and Managing Capital Program Costs (Twelve Step Cost Engineering Process). The task lead shall coordinate with TD03 task manager and personnel for expertise to ensure consistency with contractor ICE deliverables to Environmental Management. ICE for Option 2 Direct Disposition is due October 14, 2011
12. The contractor will provide independent technical expertise to support the DOE Readiness Assessment (RA) for Consolidated Edison Uranium Solidification Project (CEUSP) Shipments for Disposal. Assumptions and deliverables TBD later in FY 2012.
13. The contractor will provide a technical evaluation of the U-233 Disposition prime contractor's CD-2/3A package, including cost and schedule baseline and risks, for the proposed approach. Due date TBD after alternative selection.
14. Upon selection of final processing alternative, the contractor will provide engineering design oversight of:
  - a. Required modifications to the existing 3019A design to implement the specified alternative. Due date TBD after alternative selection.
  - b. Incorporation of other design changes resulting from changed conditions, requirements, or open items from certified for construction design. Due date TBD after alternative selection.
  - c. The completion of the Annex design or other ORNL facilities modifications to support processing (if deemed necessary). Due date TBD after alternative selection.
15. The contractor will provide a status of task progress toward deliverables. Due Weekly.

Deliverables provided to the DOE U-233 Project Team (led by the DOE Federal Project Director) by the contractor will be reviewed. DOE shall accept or reject each deliverable within 45 days of receipt. Each deliverable shall be deemed accepted unless rejected in writing. Rejection documentation shall specifically state the manner in which the deliverable is defective or unacceptable. The contractor shall make the modifications reasonably necessary to correct the deliverable to provide the services in accordance with this Task.

BPA Call

DE-SC0002373/DE-BP0001981

Technical Directive (TD-03)

Contract Management Support and Other IGE's

Statement of Work

TD-03

**STATEMENT OF WORK**  
**Contract Management Support and Other IGE's**

**Background:**

In addition, DOE Order 413.3B requires that the critical decision process be followed for acquisition of all capital assets. This statement of work will allow for development of estimates and documentation of a quality sufficient to meet the requirements of DOE Order 413.3B.

**SCOPE OF WORK AND DELIVERABLES:**

The Contractor shall assist in the development of independent cost estimates for Environmental Management (EM) scope and support contract modifications in accordance with the Federal Acquisition Regulations requirements and support critical decisions. Estimate shall include work currently in the EM portfolio and new work as determined by EM management and directed by the CO or COR. Estimates shall be developed at a level of detail sufficient to withstand reviews, consistent with all applicable DOE Orders and consistent with the GAO Cost Estimating and Assessment Guide: Best Practices for Developing and Managing Capital Program Costs (Twelve Step Cost Engineering Process) or as otherwise directed by the CO or COR. These estimates should specify what work is to be accomplished; the method of accomplishment, the basis of estimate as well as the following information:

- Ground rules and Assumptions
- Estimate Type/Approach
- Level of Confidence
- Resource Descriptions and abbreviations for all aspects of Work (Labor, Equipment, Materials and Subcontracts, etc.)
- Hourly Rates/Unit Prices
- Work Hours
- Hours worked per week for all aspects of work
- Durations (number of days worked per aspect of work)
- Full Time Equivalents (FTE's)
- Financial Data
- Project Schedule Assumptions
- Exclusions

Estimate details shall include verifiable itemized costs for the different aspects of work including; Resource Description and abbreviation for Labor, Equipment, Materials and

**Subcontracts:** Include hourly rates/unit prices, work hours, quantities, durations and Full Time Equivalents (FTE's).

This activity also includes estimate development or reconciliation, meeting attendance, support documentation development or other items in support of needed ICE.

As part of the Critical Decision estimate development process the Contractor shall support DOE's effort to modify existing independent cost estimates in support of External Independent Reviews, Internal Project Review or Program Reviews (as needed). This effort may include development of project documents and onsite review support. Also included in this task is reconciliation of cost estimate details and schedules through completion of the approval of the baseline. This includes interaction with the review team and resolution of findings and comments; briefing preparations, and correspondence development. This subtask also includes reconciliation with existing baseline estimate information.

Estimate backup in support of critical decisions shall contain verifiable itemized competitive quotes/bids including: Resource Description and abbreviation for Labor, Equipment, Materials and Subcontracts. Include hourly rates/unit prices, quantities, work hours, durations and Full Time Equivalents (FTE's).

Estimate reconciliation and transfer of information to DOE shall be completed as requested by the COR or CO.

Support to Project Teams shall be available on an as needed basis from the date the COR or CO requests support until approval of the baseline or completion of the estimate unless directed otherwise by the COR or CO

Estimate development and transfer of information to DOE shall be completed as specified by the CO or COR.

No Government Furnished Property.

Deliverables and Deliverable Dates will be determined by the CO or COR at the time a need is identified.

Performance Measures will be determined by the CO or COR at the time a need is identified.

BPA Call  
DE-SC0002373/DE-BP0001981  
Technical Directive (TD-04)  
Project Planning and Baseline Support  
Statement of Work

## PROJECT PLANNING AND BASELINE SUPPORT

TD-04

### **STATEMENT OF WORK:**

#### **Background:**

ORO EM requires the development and maintenance of an integrated ORO EM Baseline Management and Reporting System; including lifecycle baseline management, data integration, and reporting. This system is currently maintained by the incumbent Contractor for the East Tennessee Technology Park. This contract is anticipated to expire on July 31, 2011. ORO EM requires project controls and risk management support in order to assist ORO Portfolio Federal Project Director in managing and reporting on their various projects. ORO EM requires an Integrated Baseline Modeling tool in order to predict impacts to the baseline due to changes in conditions. This is required so ORO can provide information to stakeholders (i.e., DOE Headquarters, regulators, oversight organizations, and the local community) should baseline assumptions be modified.

ORO EM also requires engineering and technical services support to the Integrated Project Team for operations and Baseline management support.

### **SCOPE OF WORK AND DELIVERABLES:**

#### **BASELINE MANAGEMENT AND REPORTING:**

The Contractor shall develop and maintain an integrated ORO EM baseline management and reporting system (system) capable of tracking and reporting the ORO EM Life Cycle Baseline (LCB) including baseline changes, cost and schedule performance, performance measures, and milestones.

The system shall capture all existing ORO EM contracts and projects including the East Tennessee Technology Park Project, the TRU Waste Processing Center, the Downblending of U233 in Building 3019 project, all ORO EM projects funded by the American Reinvestment and Recovery Act, and other ORO EM projects directly funded by DOE. The system shall also have the capability to add other contractors and projects as they are added to the LCB.

#### Integration and Reporting

The system shall be capable of calculating and reporting earned value on a monthly, quarterly, six-month, annual, and project-to-date basis. The system must have the capability to accurately report budget-at-completion, estimated-total cost, and variance-at-completion on a monthly, annual, and a life cycle basis; as well as fee, management reserve, and contingency. The system must also be capable of accurately reporting performance measure and milestone progress on a monthly, annual, and project-to-date basis.

The contractor is required to provide initial, integrated project reports for the month on July, 2011 on August 16, 2011. Thereafter, integrated project reports will be provided on the 12<sup>th</sup> DOE workday of the subsequent month.

### Life Cycle Baseline Maintenance

The Contractor shall establish, maintain, and track changes to the ORO EM LCB that is maintained in the ORO baseline management system and the DOE Headquarters IPABS system. This entails establishing the LCB in the ORO EM project control system (described below) and utilizing approved Baseline Change Proposals (BCPs) to update the LCB in order to provide a real-time official LCB.

The Contractor is fully responsible for Life Cycle Baseline Maintenance commencing August 1, 2011.

### Project Controls and Risk Management Support

The contractor will provide Project Controls Support for the following ORO EM activities: PBS 11Z, PBS 40, PBS 41, PBS 42, and Risk Management Program.

This support will commence no earlier than July 1, 2011 for PBSs 41 and 11Z. The COR will provide official notification of when such support is required for these 2 PBSs.

**Project Controls Support activities consist of the following:**

- Analyze Earned Value Management System (EVMS) data from all contractor's Project Performance Reports.
- Provide the following information, analysis and updates to Headquarters reporting systems on a monthly basis to the FPD and Project Managers:
  - Monthly EVMS Surveillance on BCWP and/or OBS substructure matrixes on a performing contractor's Level 6 or 7 subproject (using, among other criteria, the 32 standards listed in ANSI EIA-748-A
  - Updated analysis of and resolution of outstanding issues associated with baseline changes, contractor's estimates at completion (EAC), schedule/Critical Path, milestones, corporate performance metrics (CPM), adequacy of funding, cost savings calculations, and spend plans.
  - Develop Independent composite EAC's.
  - Provide input to recurring management reports, including war room charts, annual performance plan charts, project review charts.
  - Monitor and maintain the following data and prepare change requests in Integrated Planning, Accountability and Budgeting System (IPABS) and Project Assessment and Reporting Systems II (PARS II); earned value data and variance explanations, general project information, corporate performance metric data and variance explanation, and milestones.
  - Develop Internal Project Review presentations for project managers.
- Updates to the Project Execution Plans (PEP), Integrated Project Team Charters (IPT), Tailoring Strategies and other documents on an as needed basis.
- Perform Baseline Change Proposal (BCP)/Request for Equitable Adjustment (REA) Analysis for each BCP submitted by the contractor to the ORO for disposition. Analysis will include review of basis-of-estimate, schedule impacts, Management Reserve (MR) usage, and scope verification.
- Prepare EM originated BCPs to document changes in DOE ORO directly administered subcontracts / subprojects.

- **Master Schedule Integration and Maintenance consists of: consolidation and maintenance of project baseline and monthly status schedules in the ORO EM Project Controls System, detail schedule analysis during the evaluation of initial performance baseline approval process, and a minimum of 2 evaluations on major projects per year. This activity includes the PBSs listed above, and also includes PBSs 13B, 20, 100 and 102. Analysis will include:**
  - **Review and evaluation of contractors' initial performance baseline submittal schedules as part of the BCP process including, but not limited to:**
    - **critical path analysis**
    - **project float analysis**
    - **evaluation of project resources**
    - **schedule risk analysis utilizing Primavera Risk Management**
    - **consistency with project scope and contract requirements**
  - **Review and evaluate contractors' revised performance baseline schedules as part of the monthly BCP process including, but not limited to:**
    - **critical path analysis**
    - **project float analysis**
    - **evaluation of project resources**
    - **consistency with project milestones and metrics**
  - **Review, evaluate, and integrate contractors' monthly progress schedules submitted as part of the monthly reporting process into the Integrated ORO EM Project Controls System. This includes:**
    - **evaluation of current schedule status to current performance baseline schedule**
    - **critical path and float analysis**
    - **consistency with reported contractor EVMS data**
    - **consistency with project milestones and metrics**
    - **integration with other EM projects, as required**

**Integrated ORO EM Project Controls System Development/Maintenance:**

The Integrated Project Controls system will consist of the tools necessary to maintain and support the ORO EM program and related reporting requirements.

The core tool sets currently consist of the following:

- **Project Management Cost Processor (PMCP)**
  - **Primavera Project Management (P6)**
  - **Pert master**
  - **Crystal Ball**
  - **Various Access and Excel Databases**
- **Evaluate, propose, and modify integrating PMCP systems to more effectively manage and report contractor data**
  - **Develop a master Integrated ORO EM Project Controls System to include all elements of the Base and ARRA Programs**
  - **Figure 1 represents the integration of the data contained in the various tool sets and databases that systematically provide the needed information to support programmatic deliverables.**
  - **Direct access to pertinent project data will be provided to approved DOE-ORO personnel.**

- The system will have the capability to accurately report budget-at-completion, estimated-total cost, and variance-at-completion on a monthly, annual, and a life cycle basis; as well as fee, management reserve, and contingency. The system also must be capable of accurately reporting performance measure and milestone progress on a monthly, annual, and project-to-date basis.

**Transition Support consists of the following:**

- Analyze existing Base Program data and coordinate with DOE to determine the items to be migrated to the Integrated ORO EM Project Controls System
- Evaluate current Base and ARRA Project Controls System Components and recommend elements of each to be transitioned and maintained. Potential, currently known systems that may be migrated include:
  - MCIS – all previous versions
  - PMCP– all previous versions
  - Corporate Performance Measures Data System
  - Phonebook Access Database
  - Waste Generation Forecast System
  - Waste Information System
- Analyze and evaluate the process requirements to integrate ARRA and Base data and propose any schedule adjustments to the monthly process, if needed
- Known data that is to be migrated consists of
  - Electronic historical and current Base MCIS and PMCP as well as other project related data in their native format, including:
    - Scope Statements
    - WBS Dictionaries and associated crosswalks
    - Schedules
    - Cost Estimates
    - Milestones
    - Corporate Performance Metrics including release site and facility data and waste metric details
    - BCPs and trends
    - Reconciliation spreadsheet consisting of all past BCPs
    - BCP, MR, and Contingency Logs
    - Waste Generation Forecasts
  - Electronic historical and current ARRA PMCP as well as other project related data in their native format, including:
    - Scope Statements
    - WBS Dictionaries and associated crosswalks
    - Schedules
    - Cost Estimates
    - Milestones
    - Corporate Performance Metrics including
    - BCPs and trends
    - BCP, MR, and Contingency Log (Rainbow Chart)
    - Waste Generation Forecasts

**Risk Management Program Support activities consist of the following:**

- Advise the ORO Risk Management Coordinator and Integrated Project Teams in regards to DOE O 413.3B, the DOE-EM Risk Management Guidance (April 2008) and the DOE Contingency Implementation Guidance.
- Conduct Monthly Risk Management meeting on at least one PBS per month with Federal Staff to:
  - Review Status of Existing Risks
  - Identify New Emerging Risks
  - Review Mitigation Strategies
  - Identify Closing Risks
- Provide the following on-site Risk services:
  - Status Each Risk Opportunity Form
  - Update Risk Register
  - Update Risk Models
  - Respond to HQ requests related to risks
  - Track success of risk mitigation efforts
  - Provide estimate back up for risks and opportunities
  - Run confidence level (CL) analyses
- Update Contingency Draw-Down Schedule Identifying Realized Risks.
- Track Re-Emergence of Closed Risks.
- Identify and document lessons learned from closed and realized risks.
- Perform risk management surveillance for a designated PBS each month.

**Integrated Baseline Modeling**

The Contractor will provide and maintain a static model portfolio of documentation in a centralized data repository to support an Integrated Federal Baseline; including scope descriptions, bases of estimates, schedules, milestones, metrics, work breakdown structure dictionaries, risk registers and other appropriate project and program documentation. The Contractor will assimilate and integrate the current approved base program, American Recovery and Reinvestment Act program, Integrated Facility Disposition Project and resolved gaps into this portfolio.

The Contractor will provide and maintain a dynamic modeling tool that predicts outcomes due to changes in the static model portfolio above. This tool will provide the capability to do "what-if" analyses by predicting the impact to the integrated LCB of changes in scope, schedule, cost, funding, prioritization, work frequency, contractor baselines, and regulatory priorities. This support will commence upon task order award.

**Senior Management Technical Assistance**

**Scope:**

The scope of work for this effort is provide technical advice and support as requested to the DOE Oak Ridge Assistant Manager of Environmental Management to improve and enhance

program/project performance related to the EM cleanup mission in Oak Ridge. Areas of technical advice and support will include, but not limited to:

1. Program/Project performance tracking;
2. Issues identification and potential resolutions to those issues;
3. Participate in the development, scheduling and execution of Program/Project Assessments;
4. Preparation of Improvement Plans following assessments;
5. Evaluation of Improvement Plans implementation;
6. Advice related to mission and program priorities;
7. Technical advice and evaluation of cleanup strategies;
8. Supporting continuous improvement of the Oak Ridge EM Program

**Deliverables:** Monthly reports conveying activities during the month as well as status of results on any assessments and/or implementation plan activities.

**Performance Period:** June 13, 2011 through May 31, 2012

#### **Federal Project Director Technical Assistance**

##### **Scope:**

The DOE Environmental Management organization requests the contractor to provide engineering and technical services to prepare and review technical documents; conduct technical assessments/reviews; perform data analysis; provide engineering evaluations, design reviews and independent government estimates; conduct regulatory analysis; and other related tasks. The contractor technical services will support the EM Integrated Project Teams for East Tennessee Technology Park, Oak Ridge National Lab Y-12 projects and Waste Management, Operations. The following includes a list of activities to be performed by the contractor as part of this task:

- (1) Assist DOE in conducting compliance assessments and regulatory analysis (crosswalk of DOE Orders or regulations requirements to ensure projects planning and implementation have incorporated the requirements)
- (2) Evaluate project scope, cost and schedule; perform value engineering assessments and alternatives analysis
- (3) Assist DOE in conducting walkthroughs and project assessment:

Develop Walkthrough/Assessment Plans, including scope, areas to be evaluated (construction safety, industrial safety, nuclear criticality, conduct of operations, fire protection, occupational safety, radiation protection, etc.), Provide Subject Matter Experts to conduct independent reviews/assessments/walkthroughs

Perform data tracking, analysis and trending

- (4) Develop documents and conduct technical reviews
- (5) Review project technical documents, provide engineering analysis, design reviews
- (6) Participate in Operational Readiness Reviews, Readiness Assessments, system analysis, requirement analysis

**Deliverables:**

The contractor shall submit a report to DOE no later than 15 days after completing the reviews/assessments/walkthroughs. For technical review of documents, the contractor shall submit written comments to DOE and participate in comment resolution meetings. Schedule for providing a deliverable or product on time-critical activities will be discussed and negotiated with the contracto

**CERCLA Cell Planning Technical Support**

**Scope:**

The Contractor shall provide the necessary resources to support and/or develop documentation in support of the Federal Facilities Agreement (FFA) milestone: Environmental Management (EM) Waste Facility. Efforts will be focused on the following activities:

- Develop the CERCLA Waste Planning Package documentation that is consistent with the requirements of the FFA milestone for the EM Waste Facility
- Response and assistance to Headquarters requests and inquiries
- Develop, maintain, and status a detailed integrated schedule depicting all work required to meet the milestones throughout the duration of the task
- Regulatory analysis and Federal Facility Agreement documents
- Develop graphics, presentations, and fact sheets
- Perform Value Engineering
- Continued fulfillment of Quality Assurance requirements
- Support DOE on Internal and External Project Reviews
- Update the Waste/Material Management Strategy as necessary
- Perform Engineering Evaluations and Feasibility Studies

**Deliverables:**

The Contractor shall prepare and/or support the preparation of deliverables that are necessary in order to achieve regulatory approval for satisfactory completion of the FFA milestone for the EM Waste Facility by September 2012

**Performance Period:** June 2011 to September 2012

## **TD04 - PROJECT PLANNING AND BASELINE SUPPORT**

### **STATEMENT OF WORK:**

#### **Subtask 7 - Federal Project Director Technical Assistance**

##### **Scope:**

The DOE Environmental Management organization requests the contractor to provide engineering and technical services to prepare and review technical documents; conduct technical assessments/reviews; perform data analysis; provide engineering evaluations, design reviews and independent government estimates; conduct regulatory analysis; and other related tasks. The contractor technical services will support the EM Integrated Project Teams for East Tennessee Technology Park, Oak Ridge National Lab Y-12 projects and Waste Management, Operations. The following includes a list of activities to be performed by the contractor as part of this task:

- (1) Assist DOE in conducting compliance assessments and regulatory analysis (crosswalk of DOE Orders or regulations requirements to ensure projects planning and implementation have incorporated the requirements)
- (2) Evaluate project scope, cost and schedule; perform value engineering assessments and alternatives analysis
- (3) Assist DOE in conducting walkthroughs and project assessment:  
Develop Walkthrough/Assessment Plans, including scope, areas to be evaluated (construction safety, industrial safety, nuclear criticality, conduct of operations, fire protection, occupational safety, radiation protection, etc.), Provide Subject Matter Experts to conduct independent reviews/assessments/walkthroughs  
Perform data tracking, analysis and trending
- (4) Develop documents and conduct technical reviews
- (5) Review project technical documents, provide engineering analysis, design reviews
- (6) Participate in Operational Readiness Reviews, Readiness Assessments, system analysis, requirement analysis

##### **Rev 1**

- (7) Provide Title 3/Construction Engineer Support to the K-25 D&D Project. Conduct walk downs for construction activities/inspections to assist the DOE Federal Project Director and Project Manager. Document findings in ORION reports. Make efficiency recommendations to the FPD and PM.
- (8) Walk down and inspect ongoing field activities for safety and productivity, attend daily Plan of the Day meetings, participate in Integrated Project Team meetings, critiques, and other meetings as required, support FPD/PM to coordinate and participate in building walk downs and tours for DOE. Assist with the evaluation of project performance and earned value metrics for reporting to DOE HQ.

**Deliverables:**

**The contractor shall submit a report to DOE no later than 15 days after completing the reviews/assessments/walkthroughs. For technical review of documents, the contractor shall submit written comments to DOE and participate in comment resolution meetings. Schedule for providing a deliverable or product on time-critical activities will be discussed and negotiated with the contractor.**

BPA Call

DE-SC0002373/DE-BP0001981

Technical Directive (TD-06)

Environmental Management Disposal Facility Support

Statement of Work

## **Technical Directive Task Plan TD06 - Environmental Management Disposal Facility Support**

### **Purpose**

This Technical Directive Task Plan was developed as an update to the scope and as a replacement for TD04, Subtask 8, CERCLA Cell Planning Technical Support. The new technical directive recognizes the maturity and transformation of the CERCLA Cell planning to a full project. The new standalone technical directive, TD06, encompasses providing technical support and resources for deliverables that are necessary to achieve regulatory approval for satisfactory completion of the Federal Facility Agreement (FFA) milestones for the Environmental Management Disposal Facility (EMDF) and to fulfill project requirements of DOE Orders 413.3B (Program and Project Management for the Acquisition of Capital Assets) and 435.1 (Radioactive Waste Management).

### **Technical Approach**

\_\_\_\_\_ will provide the necessary resources to develop documentation, including conceptual design, modeling, site characterization (includes field work oversight), and regulatory analysis and compliance, in support of the FFA milestones, DOE O 413.3B requirements, and DOE O 435.1 requirements concerning planning and design for a new CERCLA disposal facility, the EMDF. \_\_\_\_\_ will provide support to DOE regarding public meetings and supply all necessary resources to develop regulatory documentation, prepare specifications, and complete landfill design. Typical efforts will be focused on activities that:

- Finalize and resubmit Remedial Investigation/Feasibility Study (RI/FS);
- Support and participate in Project Team, regulatory, and public meetings, providing all meeting info before (e.g., presentations, agendas) and after meeting (e.g., minutes);
- Complete studies associated with informal dispute comments (for example, Alternatives for Waste Water Management and Volume Reduction);
- Support the integrated water management effort between the Environmental Management Waste Management Facility (EMWMF) and the proposed EMDF; plan for and support the Focused Feasibility Study for this effort;
- Develop source terms for on-site disposal alternative, which feeds into the Integrated Waste Water Management study and the performance assessment;
- Revise as necessary inputs to the RI/FS (e.g., waste generation estimate, costs, etc.);
- Provide information to and support development of EMDF project planning;
- Provide modeling per regulator comments and to meet DOE O 435.1 requirements and calculate preliminary waste acceptance criteria (WAC);
- Provide support for redefining, as necessary, the WAC approach;
- Complete the site survey in support of Phase I Site Characterization;

- Provide support for Phase II Site Characterization planning efforts (e.g., Data Quality Objectives meetings, develop Sampling and Analysis Plan, statement of work, etc.);
- Provide oversight for Phase I and II characterization efforts; analyze data and prepare report;
- Complete wetlands/stream/biological survey;
- Initiate planning for execution of a full performance assessment and other DOE O 435.1 requirements;
- Respond to and assist ORO EM in response to Headquarters requests and inquiries;
- Develop, maintain, and status a detailed integrated schedule depicting all work required to meet the milestone(s) throughout the duration of the task;
- Develop project schedules and project baselines;
- Develop graphics, presentations, and fact sheets;
- Support DOE on Internal and External Project Reviews;
- Prepare EMDF analyses and project documentation, including, but not limited to:
  - Project Execution Plan (PEP)
  - Project Charter
  - Strategic planning and analysis,
  - Budget analysis
  - Value Engineering Studies
  - Configuration Management Plan
  - Project Risk Management Plan/Assessment
  - Safety Documentation
  - Safeguards and Security Plan
  - Permits, Licenses, and Regulatory Approvals
  - Critical Decision (CD) packages and supporting engineering/design

### **Deliverables**

Will prepare and/or support the preparation of the following typical deliverables during the Year 4 performance period, as currently shown on the project schedule:

- RI/FS
- Proposed Plan
- CD-0 package
- Documents to support Phase II Characterization

- DOE O 435.1 Crosswalk to CERCLA

**Period of Performance**

The period of performance will begin on June 4, 2014 and continue through June 3, 2015.