AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES 127

2. CONTRACT (Proc. Inst. Ident.) NO.
GS00Q14OADS120/DE-DT0012003

3. EFFECTIVE DATE
See Block 20C

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
16FE004966

5. ISSUED BY CODE 01601

SPRO
U.S. Department of Energy
SPRO
900 Commerce Road East US 492
New Orleans LA 70123

6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)

INFINITY TECHNOLOGY, LLC
Attn: Shkan Woodruff
7930 JONES BRANCH DRIVE SUITE 800
MCLEAN VA 22102

CODE 198024809 FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
NET 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM
Sec. G., G.1

11. SHIP TO/MARK FOR CODE 01601

SPRO
U.S. Department of Energy
SPRO
900 Commerce Road East US 492
New Orleans LA 70123

12. PAYMENT WILL BE MADE BY CODE 00517

OR for SPRO
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 6017
Oak Ridge TN 37831

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☒ 41 U.S.C. 3304 (a) (0)

14. ACCOUNTING AND APPROPRIATION DATA
I015

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				

15G. TOTAL AMOUNT OF CONTRACT $20,149,684.05

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number DE-SOL-0009722, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print)
Shkan M. Woodruff, Director of Contracts

20A. NAME OF CONTRACTING OFFICER
Mary C. Kiefer

19B. NAME OF CONTRACTOR
BY Shkan M. Woodruff
(Signature of person authorized to sign)

19C. DATE SIGNED
9/15/16

20B. UNITED STATES OF AMERICA
BY Mary C Kiefer
(Signature of the Contracting Officer)

20C. DATE SIGNED
9/16/16

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STANDARD FORM 26 (Rev. 3/2013)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

NAME OF OFFEROR OR CONTRACTOR
INFINITY TECHNOLOGY, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: (b) (4) [redacted] DUNS Number: 198024809 Management and Technical Support Services for the Strategic Petroleum Reserve. (See Section B, B.1) Fund: 00400 Appr Year: 2016 Allottee: 37 Report Entity: 450204 Object Class: 25299 Program: 1610698 Project: 0000000 WFO: 0000000 Local Use: 0451867 FOB: Destination				

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 SERVICES BEING ACQUIRED

The contractor shall, in accordance with the terms of this Task Order, provide the personnel and all services/supplies (except as may be furnished by the Government) as describe in Section C, Performance Work Statement (PWS) – Management and Technical Support Services.

Base Period: 10/1/2016 – 10/31/2018 (The base period includes a 31-day transition period.)

Item Number/ Contract type	Description	Price/Cost
00001 (FFP)	Management and Technical Support Services IAW the PWS	$7,305,177.60
00002 (CR)	Training, Travel, Subcontract, ODCs	$497,500.00
00003 (CR)	Contract Access Fee	$58,520.08
Total Price/Cost		$7,861,197.68

Option Year 1: 11/1/2018 – 10/31/2019

Item Number/ Contract type	Description	Price/Cost
00004 (FFP)	Management and Technical Support Services IAW the PWS	$3,723,244.80
00005 (CR)	Training, Travel, Subcontract, ODCs	$260,000.00
00006 (CR)	Contract Access Fee	$29,874.34
Total Price/Cost		$4,013,119.14

Option Year 2: 11/1/2019 – 10/31/2020

Item Number/ Contract type	Description	Price/Cost
00007 (FFP)	Management and Technical Support Services IAW the PWS	$3,797,760.00
00008 (CR)	Training, Travel, Subcontract, ODCs	$267,500.00
00009 (CR)	Contract Access Fee	$30,489.45
Total Price/Cost		$4,095,749.45

Option Year 3: 11/1/2020 – 10/31/2021

Item Number/ Contract type	Description	Price/Cost
00010 (FFP)	Management and Technical Support Services IAW the PWS	$3,873,504.00
00011 (CR)	Training, Travel, Subcontract, ODCs	$275,000.00
00012 (CR)	Contract Access Fee	$31,113.78
Total Price/Cost		$4,179,617.78

Life Extension 2 Support Base Period: 10/1/2017 – 10/31/2018

Item Number/ Contract type	Description	Price/Cost
00013 (FFP)	Management and Technical Support Services IAW PWS Section 3.8	$976,037.20
00014 (CR)	Training, Travel, ODCs	$59,716.00
00015 (CR)	Contract Access Fee	$7,768.15
Total Price/Cost		$1,043,521.35

Option Year 1: 11/1/2018 – 10/31/2019

Item Number/ Contract type	**Description**	**Price/Cost**
00016 (FFP)	Management and Technical Support Services IAW the PWS Section 3.8	$997,344.00
00017 (CR)	Training, Travel, ODCs	$57,822.00
00018 (CR)	Contract Access Fee	$7,913.75
Total Price/Cost		$1,063,079.75

Option Year 2: 11/1/2019 – 10/31/2020

Item Number/ Contract type	**Description**	**Price/Cost**
00019 (FFP)	Management and Technical Support Services IAW the PWS Section 3.8	$1,017,254.40
00020 (CR)	Training, Travel, ODCs	$59,664.00
00021 (CR)	Contract Access Fee	$8,076.90
Total Price/Cost		$1,084,995.30

Option Year 3: 11/1/2020 – 10/31/2021

Item Number/ Contract type	**Description**	**Price/Cost**
00022 (FFP)	Management and Technical Support Services IAW the PWS	$1,037,644.80
00023 (CR)	Training, Travel, ODCs	$61,521.00
00024 (CR)	Contract Access Fee	$8,243.74
Total Price/Cost		$1,107,409.54

Note 1: CLINS 00002, 00005, 00008, 00011, 00014, 00017, 00020, and 00023 are not-to-exceed (NTE) estimates provided by the Government based on historical data. The subcontract cost included in CLINs 00002, 00005, 00008, and 00011 is for the subcontract with Serna & Company, P.C. for an independent CPA required by Section 3.3.1b of the PWS. Costs will be paid for all CLINS identified above on actual expenses incurred with no fee. If required, the NTE estimates may be increased and the task order value will be appropriately adjusted.

Note 2: CLINS 00003, 00006, 00009, 00012, 00015, 00018, 00021, and 00024 – Contract Access Fee (CAF): The CAF percentage for this task order is 0.75%. The CAF percentage applies to all prices/costs; i.e., all labor, training, travel, subcontracts, ODCs for the specified period of performance.

B.2 LEVEL OF EFFORT (DIRECT PRODUCTIVE LABOR HOURS (DPLH)):

The total DPLH for PWS elements 3.1 through 3.5, inclusive of options, is 259,200* as follows:

Base Period (11/01/16 – 10/31/18) is 103,680 DPLH
Option Year 1 (11/01/18 – 10/31/19) is 51,840 DPLH
Option Year 2 (11/01/19 – 10/31/20) is 51,840 DPLH
Option Year 3 (11/01/20 – 10/31/21) is 51,840 DPLH

The total DPLH for PWS element 3.8 (LE2 Program Support), inclusive of options, is 46,152* as follows:

Base Period (10/01/17 – 10/31/18) is 11,592 DPLH
Option Year 1 (11/01/18 – 10/31/19) is 11,520 DPLH
Option Year 2 (11/01/19 – 10/31/20) is 11,520 DPLH
Option Year 3 (11/01/20 – 10/31/21) is 11,520 DPLH

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES/PRICES

B.3 OBLIGATION OF FUNDS

Pursuant to clause DOE-H-2074 – Limitation of Government's Obligation – Separate Incremental Funding of Task Order's Fixed-Price CLINs, funds have been allotted and are available for payment of allowable costs as follows: CLIN 00001, $7,305,177.60; CLIN 00004, $3,723,244.80; CLIN 00007, $840,000.00; CLIN 00013, $976,037.20; CLIN 00016, $997,344.00; and CLIN 00019, $220,000.00

Pursuant to clause FAR 52.232-22 – Limitation of Funds, funds have been allotted and are available for payment of allowable costs as follows: CLIN 00002, $497,500.00; CLIN 00003, $58,520.08; CLIN 00005, $260,000.00; CLIN 00006, $29,874.34; CLIN 00008, $56,000.00; CLIN 00009, $7,880.86; CLIN 00014, $59,716.00, CLIN 00015, $7,768.15; CLIN 00017, $57,822.00; CLIN 00018, $7,913.75; CLIN 00020, $14,000.00; and CLIN 00021, $2,920.25

Total available obligations for CLINS 00001, 00002, and 00003 are: $7,861,197.68.

Total available obligations for CLINS 00004, 00005, and 00006 are: $4,013,119.14.

Total available obligations for CLINS 00007, 00008, and 00009 are: $903,880.86.

Total available obligations for CLINS 00013, 00014, and 00015 are: $1,043,521.35.

Total available obligations for CLINS 00016, 00017, and 00018 are: $1,063,079.75.

Total available obligations for CLINS 00019, 00020, and 00021 are: $236,920.25.

PART I -THE SCHEDULE

Section C

Task Order Performance Work Statement (PWS)

MANAGEMENT AND TECHNICAL SUPPORT SERVICES
STRATEGIC PETROLEUM RESERVE PROJECT MANAGEMENT OFFICE

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1.0 Vision Statement

Provide the highest level of support services for the Strategic Petroleum Reserve Project Management Office (SPRPMO) located in New Orleans, Louisiana.

1.1 Introduction

This Performance-Based Service Contract is for Management and Technical Support Services for the SPRPMO located in New Orleans, Louisiana. The SPRPMO is responsible for the storage, drawdown, and distribution of crude oil in the event of an emergency. In support of this mission, the SPRPMO executes project management directives and program planning documents governing the planning, design, construction, operation, and maintenance of oil handling, storage, and distribution facilities. The SPRPMO also provides additional support to the Fossil Energy Office of Petroleum Reserves in the areas of: Naval Petroleum Reserve (NPR), Northeast Gasoline Supply Reserve (NGSR), and the Northeast Home Heating Oil Reserve (NEHHOR).

1.2 Mission

The primary mission of the SPR is to maintain a state of readiness to respond to the President of the United States should he order the use of the SPR to mitigate the effects of an oil supply emergency. The SPR stores substantial quantities of crude oil in an environmentally safe manner inside of salt domes along the Louisiana-Texas Gulf Coast.

1.3 Scope

The Management and Technical Support Services Contractor provides financial and management analysis; budget formulation and execution support; project reports, cost and schedule controls; integration of appraisal and audit information; audit of the SPR's oil inventory and commercial leases; analysis of scheduling and documentation and analysis of configuration management systems; integration and documentation of security and emergency program procedures; mail and word processing; reproduction; graphics; records management; acquisition and sales support; Freedom Of Information (FOIA) support; personnel clearance support; analysis and integration of special studies; IT implementation of the SPR Information Technology Long Range Plan; Environment, Safety and Health support; and Quality Assurance support.

2.0 General Requirements

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort.

2.1 Non-Personal Services

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately.

2.2 Business Relations

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of Subcontractors. The Contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all Contractor personnel.

2.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

2.3.1 Contract Management

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor must maintain continuity between the support operations at SPRPMO and the Contractor's corporate offices.

2.3.2 Contract Administration

The Contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The Contractor shall respond to Government requests for contractual actions in a timely fashion. The Contractor shall have a single point of contact between the Government

and Contractor personnel assigned to support contracts or task orders. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3 Personnel Administration

The Contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The Contractor shall make necessary travel arrangements for employees. The Contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.4 Subcontract Management

The Contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for Subcontractor performance on this requirement. The Prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add Subcontractors to their team after notification to the CO or Contracting Officer Representative (COR). Cross-teaming may or may not be permitted.

2.5 Contractor Personnel, Disciplines, and Specialties

The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The Contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The Contractor shall ensure the labor categories, labor rates, and man-hours utilized in the performance of the PWS will be the minimum necessary to accomplish the task. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

2.6 Hours of Work

Normal workdays are Monday through Friday except U.S. Federal Holidays. A basic workday is an 8-hour day and a basic workweek is a 40-hour week. The SPRPMO allows for an Alternate Work Schedule (AWS) attendance structure. Employees may elect to work eight 9-hour days and one 8-hour day for their 80-hour work period during a two-week period. The Contractor will be required to provide coverage on all AWS days. The building is open from 6:00 a.m. to 6:00 p.m. Core hours of work are from 9:00 a.m. to 3:00 p.m. daily. All employees are expected to be available during core hours.

2.7 Travel

Travel to the SPR Sites or other Contractor facilities may be required and will be specified in the PWS. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government, and is on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 31.205-46 *Travel Costs*.

3.0 Performance Requirements

3.1 Financial Management Support

Support the SPRPMO in the preparation of the annual short and long-range budget request and in the proper execution of the annual budget.

3.1.1 Budget Formulation/Execution/Reporting

The Contractor shall support the SPRPMO in the preparation of the annual short and long-range budget request and in the proper execution of the annual budget. In that effort, the Contractor must provide complete documentation in support of Budget formulation, Budget execution, Budget presentation, Budget reporting, Budget inquiries, Uncosted and Unobligated Analysis, Special Projects, and Requisition Preparation.

3.1.2 Financial Management Assistance in Developing Documentation

The Contractor shall monitor the budget status from submission to its implementation and execution to ensure successful completion of the process.

3.1.3 Budget Planning

The Contractor shall assist in the development of the following documentation to enable the SPRPMO line and staff organizations to prepare, execute and track the SPRPMO budget. In that effort, the Contractor must assist the SPRPMO with the following:

- Budget formulation and execution guidance to the M&O Contractor and internally
- Development of Planning documentation
- Annual budget execution documentation
- Annual Operating Plan documentation (to include performance planning and reporting)

- Budget status documentation
- Budget Formulation and Execution Policy and Procedures Manual update/execution
- Special projects/reports

3.1.4 Budget Inquiries

The Contractor shall provide input to enable SPRPMO to respond to inquiries (some of which may be classified) pertaining to the budget from:

- Internal SPR Management/Planning and Financial Management Division (PFM&D) Staff
- Government Accounting Office (GAO)
- Other DOE organizations or offices
- Congressional Committees
- Office of Management and Budget (OMB)
- Inspector General (IG)
- Program Office
- DOE Chief Financial Officer (CFO)

3.1.5 Budget Systems and Data Base Support/Operations

The Contractor shall support the following systems and databases.

- Financial Management Information Systems for SPRPMO, including Standard Accounting and Reporting System (STARS), Budget Execution and Reporting System (BEARS), I-Manage Data Warehouse (IDW), Facility Information Management System (FIMS), Strategic Integrated Procurement Enterprise System (STRIPES), Funding Distribution System (FDS), and internal SharePoint sites and related process workflows. Contractor must become proficient on new systems and databases as they are put online.

  This support may include:

  - Generating customized reports using information from the systems/databases.
  - Maintenance of systems (internal).
  - Information input.
  - Submitting to DOE system and process improvement recommendations.
  - Performing daily, monthly and fiscal year-end accounting detail supporting the accounting closeout cycle from the systems.
  - Providing systems assistance, programming and query-writing, as needed.

3.1.6 Process Reengineering Support

The Contractor shall provide support to SPRPMO by coordinating the budget and cost process reengineering efforts as well as the performance management efforts on an SPR-wide basis. This support includes the following:

Assisting with:

- Enumerating and defining SPRPMO business processes.
- Mapping DOE SPR (including SSC) processes to corresponding M&O Contractor processes.
- Developing re-engineered DOE budget and accounting processes.
- Developing standard definitions and processes for development of budget formulation data.
- Supporting SPRPMO's performance-based management program and performance-based budgeting.
- Reviewing and planning integration of processes for development of budget formulation and execution data.
- Supporting process identification, linking and integration of process information systems.
- Supporting the SPR Planning processes and special projects.
- Be proactive in identifying processes that need to be reviewed, revised, or reengineered.

3.1.7 Travel Processing

The Contractor shall support the travel processing function, to include the following:

- Assisting with the local management of the Concur Government Edition (CGE) (the web-based Travel Management System).
- Assist DOE employees at the SPRPMO with official travel, including, but not limited to, travel processing documents, policy guidance, and compliance with travel regulations.
- Prepare recurring and ad-hoc travel-related reports.
- Manage any new travel related issues as requirements arise.
- Assist with year-end travel requirements including development and reporting.

3.1.8 Year-End Annual Financial Report

The Contractor shall prepare a comprehensive year-end executive report analyzing the financial performance of the SPR Project Office for the previous fiscal year.

3.1.9 Drawdown Assistance

The Contractor shall provide augmentees to support the SPRPMO drawdown activities.

3.2 Project Controls and Reporting

Support the SPRPMO in its project controls and reporting requirements as indicated below.

3.2.1 Project Control System (PCS)

The Contractor shall assist in the maintenance and updated revision of all of the SPRPMO PCS procedures and documents, for example:

- Work Breakdown Structure (WBS)
- Organization Breakdown Structure

3.2.2 Project Assessment

The Contractor shall analyze SPR Contractor data/status into an overall Project Assessment Briefing to include posting of the material on the SPR SharePoint and present to DOE PM/APMs during monthly review.

3.2.3 Quarterly Program Review Status, Report, and Planning

The Contractor shall provide the capability to publish, maintain, control and distribute the Quarterly Program Review Report with all associated charts, graphs, other presentation materials, and support for related briefings.

3.2.4 Analysis of Cost & Performance Reports on M&O Data

The Contractor shall provide analysis of M&O Contractor cost and performance reports on a monthly basis to ensure reporting of accrued cost and labor on a timely basis. All reports and analyses must be provided and/or available in electronic format and in hard copy versions as required. The Contractor must ensure prompt electronic availability of all reports and analyses to DOE. The Contractor must also provide accruals and Construction Work in Progress (CWIP) in accordance with established procedures.

3.3 Business Management Support

Support the SPRPMO in its business management requirements as indicated below.

3.3.1 Audit Information Systems and Audit of SPR Oil Inventories, Lease Revenues, and Lessee Capital Improvements.

a. The Contractor shall review and analyze existing SPRPMO audit activities, relating to the following:

- DOE OIG Audit Program
- GAO Audit Program
- DOE OIG/GAO Protocols Audit Planning—Cooperative Audit Program
- SPRPMO Audit Planning
  - M&O Contractor Internal Audit Plan
  - SPRPMO Audit Plan/Program
- DOE Internal Control Program
- DOE Directives and Controlling OMB Circulars
- DOE CFO Office of Internal Review/Risk Management
  - Audit Liaison
  - Audit Follow-up Reporting and Closeout
- DOE-Wide Performance and Accountability Reporting.
  - FMFIA Reporting—Internal Controls and Financial Systems
  - Annual Assurance Memorandum
  - Management Representation Letters

b. The Contractor shall provide the following audit liaison resolution and follow-up support:

- Develop and maintain SharePoint pages and internal links and external links, as permitted, to SPRPMO network-based document systems.
- Assist the development of summaries of GAO and DOE audits and audit concerns that might have relevance to the SPRPMO operations in support of the SPRPMO's Audit Report Review System.
- Assist in the coordination and development of responses to information requests and report submittals from independent oversight elements such as the OIG, GAO, DOE Office of Independent Oversight and the internal review of DOE CFO's Office of Independent Review.

- Support the SPRPMO in meeting DOE's annual Performance and Accountability Reporting:
  - FMFIA Reporting-Internal Controls/Assurance Memorandum
  - OMB Circular A-123 Reporting
    - Financial System Evaluation
    - Management Representation Letters
- Coordination and support of an annual Oil Accountability Agreed Upon Procedures Review by an independent CPA of the quantity, quality, and book value of SPRPMO/SPRPO crude oil, refined products, and heating oil storage reserves to support the DOE annual consolidated statements.
- Coordination and support of annual Lease Revenues Agreed Upon Procedures Review by an independent CPA of the leases of pipelines and terminals.
- Ad hoc support for other internal audit activities.

3.3.2 Security Support and Emergency Response.

a. The Contractor shall assist SPRPMO in security and emergency response related documentation reviews and make recommendations as required.

b. The Contractor shall assist SPRPMO in Security and Emergency Response Operations related documentation reviews, written recommendations, and reports including:

- Emergency Response reviews, reports, and recommendations
- Security survey/audit reports (some of which may be classified at the Secret/National Security Information level)
- Protection program plans (some of which may be classified at the Secret/National Security Information level)
- Vulnerability assessments (some of which may be classified at the Secret/National Security Information level)
- Evaluate reports from the Safeguards and Security Information Management System (SSIMS) (some of which may be classified at the Secret/Restricted Data level) to insure the facility clearance findings and closures are in compliance with DOE requirements.
- Security reviews, assessments, and evaluations (some of which may be classified at the Secret/National Security Information level)
- Technical Assessments (some of which may be classified at the Secret/National Security Information level)
- Security and Emergency Operations Division Plans (some of which may be classified at the Secret/National Security Information level)
- Continuity of Operations Assessment and Reports
- Field Training Exercises (some of which may be classified at the Secret/National Security Information level)

- Personnel/PIV Security background check package processing and tracking through the Office of Personnel Management National Agency Check (NAC)
- Process and track security clearance submissions
- Administrative preparation support for IEA inspection
- Site Security Plan and Annual Security Management Plan
- Review security system designs, milestones and inspections to provide support in monitoring performance under security construction contracts
- Independent consultants for validating compliance and performance of Emergency Response Operations and Management effectiveness for Emergency Preparedness and Security, if required (refer to 3.6 below)

c. The Contractor shall assist in developing a Security Site Appraisal Survey and Inspections Plans, and support the SPRPMO in conducting appraisals and resolving findings through the closeout of the report.

3.3.3 Environmental, Safety and Health, Emergency Preparedness, and Fire Protection Support

The Contractor shall assist SPRPMO in environmental, safety and health, emergency preparedness, and fire safety-related assessments and documentation reviews and make written recommendations and reports including:

- Environmental, Safety and Health Division (ESHD) reports
- ESHD assessments and reviews
- ESHD program plans, manuals, and procedures
- ESHD regulatory records and data
- DOE Emergency Management oversight of M&O Contractor self-assessment
- Contractor performance of the official assessment tracking application process
- Contractor-generated documents, including those required by Federal, State, or local statute or regulation
- ESHD reviews, assessments, and evaluations

3.3.4 Quality Assurance and Performance Assurance Support

The Contractor shall assist the SPRPMO in Quality Assurance and Performance Assurance-related activities in an effort to meet the requirements of the DOE Quality Assurance Order, the Implementation of DOE Oversight Policy Order, the SPRPMO Quality Assurance Program Order, and the SPRPMO Project Management Oversight Policy Order. This work will routinely require travel to all of the sites in Mississippi, Louisiana,

and Texas. Activities include the following:

- Update and support the development of Quality Assurance and Performance Assurance Program plans, procedures, schedules, surveys, and reports as directed by DOE personnel.
- Assist and support in performing SPRPMO Management Assessment functions, including preparation of assessment plans, analyzing/trending results, compiling draft/final reports and preparing briefing slides as directed by DOE personnel.
- Assist and support in performing Independent Assessments of the SPRPMO programs and field offices, including initial planning, preparation of assessment plans, serving as assessment team member, entering findings into the SPRPMO official assessment tracking application, compiling draft/final report, technical analysis and trending of results, preparing briefing slides, and assisting in the closure of findings associated with these assessments (i.e., performing validations of corrective action plans). Programs will include: On-Site Management Appraisals; Surveillance of Critical Few Performance Measures; SPRPMO Oversight Program; Technical Assessments, Technical Assurance Surveillance Reports; and SPRPMO Contractor Assurance System (CAS) Program.
- Assist in the administration of the SPRPMO official Assessment Tracking System (ATS) for findings identified from Management Assessments, Technical Assessments, Technical Assurance Surveillance Reports, and Independent Assessments, including providing status of findings, trending data, and preparing briefing charts and/or reports for Senior Management.
- Support and facilitate teams/programs such as the SPRPMO Quality Council, Process Improvement Teams, Lessons Learned Program, etc.
- Provide technical and project management support to DOE Special Projects as required by DOE Management.
- Assist in the development, testing, troubleshooting, administration, utilization, and training of QA business tools for QA supported and facilitated assessments/surveillances/ audits (i.e., On-Site Management Assessments, Security Assessments, Technical Assessments, Technical Assurance Surveillance Reports (TASRs), CAS Validations, Process Improvement Teams, Surveillance of the Critical Few Performance Measures (CFPMs)). Such QA business tools would include, but not be limited to: Database Systems (i.e., ATS), K2 Workflow Processes (ATS Front-ends), Excel spreadsheets, and QA SharePoint sites.

3.4 Technical Management

Support the SPRPMO in its technical management requirements as indicated below.

3.4.1 Scheduling System Support

The Contractor shall perform the following activities:

- Analyze and report Project Schedule status based on approved Control Milestone Change Requests (CMCRs) and in accordance with schedule in SPRPMO Order 210.1A, for DOE and other DOE prime Contractors, through the following means:
  - Site visits
  - Project meetings and briefings
  - Analysis
  - Contractor's approved and updated schedules
- Assist in the oversight of the management and operating Contractor's computerized Project Master Schedule System and networks of significant project elements and activities that provide critical path and slack time identification. This assistance also includes continuously monitoring project schedules and providing recurring reports and analyses of schedules to the SPRPMO.
- Monitor, and where appropriate, support initiation of CMCRs to ensure the continuous updating of schedules.
- Provide oversight of the electronic CMCR process.
- Verify integration of various SPRPMO and Contractor schedules.
- Track actual progress.
- Conduct statistical analyses.
- Identify problem areas and potential problems.
- Report status.

3.4.2 Configuration Management Support

The Contractor shall provide support to DOE in its oversight of the M&O Contractor and assist in monitoring DOE and other Prime Contractors in the project-wide implementation of the SPRPMO Configuration Management (CM) order. The assistance includes the following:

- Verification that project documentation conforms to applicable CM standards and that the SPRPMO and Contractors comply with SPRPMO Order 410, dated January 27, 2014.
- Monitoring the baseline configuration to ensure that proposed changes to the system configuration are approved via an approved procedure prior to implementation as stated in SPRPMO Order 410, dated January 27, 2014.

- Assisting DOE in making any required revisions or improvements to the SPRPMO CM program.
- Maintain PCCB Action Items Report via SAP.

3.4.3 Information Technology

Support the assessment analysis, administration and monitoring of the SPRPMO data systems. The Contractor shall:

- Support DOE in the usage of the following systems: Standard Accounting and Reporting System (STARS)/Strategic Integrated Procurement Enterprise System (STRIPES)/I-Manage/Budget Execution and Reporting System (BEARS).
- Assist the SPR in analyzing the needs for enterprise level computing systems.
- Research and evaluation of new technologies as directed (see IT-LRP Technology investigation section as updated).
- Support, maintain, develop, and update DOE SharePoint Sites and Areas and related process workflows utilizing K2 and InfoPath.
- Deploy software to DOE computers using configuration management software (SCCM) as required based on DOE direction.
  - Subtask: Creating SCCM deployment packages as needed
- Assist in Change Management and Training as required.
- Perform system analysis in office automation and internet tools.
  - Subtasks: Admin-level support for DOE in the SPR's federal cloud environment (Office 365, Azure, and Intune); Polycom and Lync integration.
- Assist DOE with short term consulting projects.
  - Subtasks: Assist DOE with Scope documentation for external consulting engagements, and assist with timely delivery of architecture design documents, project implementation plans, and other contract deliverables.
- Assist DOE in IT design development and review of third-party design documents.
- Assist DOE with reviewing risk analyses on IT designs, and assist with developing responses for appropriate cyber security controls to mitigate identified risks associated with IT designs.
- Assist DOE in verification and validation of cyber security controls as required.
- Participate on DOE Business Process Re-Engineering Teams.
- Support the DOE Knowledge Management Team regarding the Knowledge Information and Records Management Project.
  - Subtasks: CAPSTONE implementation planning and assistance; revamping of SharePoint Records Site Collection; review and analysis of overall data and knowledge management architecture and subsequent planning as needed.

3.4.4 Cost Estimation

The Contractor shall provide support to SPRPMO to ensure reliable and valid cost estimates that management can use for making informed decisions. The Contractor must:

- Review estimate for accurate representation of overall scope.
- Review estimate for current and consistent equipment and labor rates.
- Identify what the estimate includes/excludes, assumptions within the estimate, schedule or budget constraints, and needed resources such as equipment and new or modified facilities.
- Compare estimates to earlier stages of estimates for the same project to determine differences and identify cost drivers
- Assist in updating estimates to reflect actual costs and changes. Replace estimates with Earned Value Management (EVM) Estimate at Completion (EAC) and Independent EAC from the integrated EVM system.
- Provide assistance in review of other DOE prime Contractors' estimating procedures and processes against DOE criteria and document deficiencies and areas for improvement.

3.5 Administrative Support

The Contractor shall provide administrative support for mail processing, electronic action system, reproduction services, Freedom of Information Act Requests, records management, electronic document management, and word processing and office support.

3.5.1 Mail Processing

- Establish and maintain and SPRPMO Central Mail Facility.
- Provide United States Postal and express mail services for the SPRPMO and other organizational elements as necessary for the efficient flow of written and packaged information coming into and leaving the SPRPMO (some of which may be classified).
- Develop policies and procedures for mailroom operations.
- Ensure all incoming, outgoing, and internal mail is processed (including standard mail and a variety of overnight express mail services).
- Ensure pick-up and delivery services are performed in a timely manner.
- Develop a Mailroom Management Security Plan.
- Accurately disposition registered mail addressed with sensitive information.
- Maintain postage meter.
- Develop a Mail Management Report.

3.5.2 Electronic Data Systems-DOE Action Tracking System (DATS)

- Support SPR in documenting Project Manager's actions assigned to SPRPMO staff and Contractors.
- Input data into the DATS as required.

3.5.3 Reproduction Services

- Provide reproduction services for SPRPMO and support service Contractor employees to include scanning, copying, binding, and distribution (some of which may be classified).
- Ensure paper supplies for all DOE copiers/printers are available.
- Prepare the Commercial Printing Report.
- Develop a 3-year Print and Publishing Plan.

3.5.4 Freedom of Information Act (FOIA) Requests

- Provide assistance to the SPRPMO FOIA Officer in FOIA-related actions to ensure the SPR meets its FOIA requirements.

3.5.5 Records Management

- Support the transfer of DOE records to the Federal Records Center and local records holding area.
- Support the receiving and storage of radiographic data/records at the SPRPMO.
- Assist with reviewing SPRPMO RIDS submissions and reporting compliance.

3.5.6 Electronic Document Management

- Provide support with maintaining the SPRPMO Directives System and SPRMPO Publications.
- Review all SPRPMO Directives for conformance with the DOE Directives System Order prior to submission to the Electronic Directive System (EDS) workflow.
- Review and accept all changes to SPRPMO Directives as approved by management through the EDS workflow.
- Finalize and publish SPRPMO Directives and Publications to the appropriate SharePoint location.

3.5.7 Word Processing and Administrative Office Support.

a. Word Processing – The Contractor shall establish and maintain a word processing center, including typing and proofreading of various types of correspondence (some of which may be classified). The Contractor

shall ensure that all material to be typed is:

- Screened
- Logged
- Processed
- Proofread to provide error-free processed work
- Logged out
- Returned to customer
- Distributed to mail recipient

b. The Contractor shall provide documentation production services, e.g., writing, editing, word processing, and illustration support for the generation of periodic and special reports, and assist the SPR staff in the preparation of periodic reports in both hardcopy and electronic media.

c. Administrative Support – The Contractor shall provide office coverage as needed by the DOE Project Manager's office. The support includes answering telephones from their work area and relaying messages.

3.6 Special Projects

The Contractor may be required to provide additional support for new requirements within the scope of this PWS throughout the period of performance of this order (including option years, if exercised.) These efforts will be treated as change orders.

Special projects include but are not limited to the following:

- Conducting studies, reviews, assessments, and surveys
- Performing analyses
- Preparing reports
- Procuring Subject Matter Experts (SME)

3.7 Performance Requirements

The Contractor performance requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. Section J, Attachment 1 lists the performance objectives and how they'll be evaluated during contract performance.

3.8 Life Extension 2 Program (LE2) Support

Provide support services to the SPRPMO for the LE 2 Program as follows:

3.8.1 Word Processing and Administrative Office Support

Performance requirements are the same as those delineated in Section C of the Task Order, PWS Element 3.5.7.

3.8.2 Configuration Management

Performance requirements are the same as those delineated in Section C of the Task Order, PWS Element 3.4.2.

3.8.3 Financial Management Support

Support the SPRPMO in the preparation of the annual short and long-range budget request, LE Budget request and in the proper execution of the annual budget and execution of the LE Budget.

3.8.3.1 Budget Formulation/Execution/Reporting

The Contractor shall support the SPRPMO in the preparation of the annual short and long-range budget request and in the proper execution of the annual budget. In that effort, the Contractor must provide complete documentation in support of Budget formulation, Budget execution, Budget presentation, Budget reporting, Budget inquiries, Uncosted and Unobligated Analysis, Special Projects, and Requisition Preparation.

The Contractor shall support the SPRPMO in the preparation of the LE Budget request and in the proper execution of the LE budget. In that effort, the Contractor must provide complete documentation in support of formulation, execution, presentation, reporting, inquiries, LE Uncosted and Unobligated Analysis, and Requisition Preparation.

3.8.3.2 Financial Management Assistance in Developing Documentation

The Contractor shall monitor the budget status from submission to its implementation and execution to ensure successful completion of the process.

3.8.3.3 Budget Planning

The Contractor shall assist in the development of the following documentation to enable the SPRPMO line and staff organizations to prepare, execute and track the SPRPMO budget. In that effort, the Contractor must assist the SPRPMO with the following:

- LE Budget formulation and execution guidance to the M&O Contractor
- Development of Planning documentation
- Annual budget execution documentation
- Annual Operating Plan documentation
- Budget status documentation
- Budget Formulation and Execution Policy and Procedures Manual update/execution
- Special reports

3.8.3.4 Budget Inquiries

The Contractor shall provide input to enable SPRPMO to respond to inquiries (some of which may be classified) pertaining to the budget from:

- Internal SPR Management/Planning and Financial Management Division (PFM&D) Staff
- Government Accounting Office (GAO)
- Other DOE organizations or offices
- Congressional Committees
- Office of Management and Budget (OMB)
- Inspector General (IG)
- Program Office
- DOE Chief Financial Officer (CFO)

3.8.3.5 Budget Systems and Data Base Support/Operations

The Contractor shall support the following systems and databases.

- Financial Management Information Systems for SPRPMO, including Standard Accounting and Reporting System (STARS), I-Manage Data Warehouse (IDW), Facility Information Management System (FIMS), Strategic Integrated Procurement Enterprise System (STRIPES), Funding Distribution System (FDS2), and internal SharePoint sites and related process

workflows. Contractor must become proficient on new systems and databases as they are put online.

This support may include:

- Generating customized reports using information from the systems/databases.
- Maintenance of systems (internal).
- Information input.
- Submitting to DOE system and process improvement recommendations.
- Performing daily, monthly and fiscal year-end accounting detail supporting the accounting closeout cycle from the systems.
- Providing systems assistance, programming and query-writing, as needed.

3.8.3.6 Process Reengineering Support

The Contractor shall provide support to SPRPMO by coordinating the budget and cost process reengineering efforts as well as the performance management efforts on an SPR-wide basis. This support includes the following:

Assisting with:

- Enumerating and defining SPRPMO business processes.
- Mapping DOE SPR (including SSC) processes to corresponding M&O Contractor processes.
- Developing re-engineered DOE budget and accounting processes.
- Developing standard definitions and processes for development of budget formulation data.
- Supporting SPRPMO's performance-based management program and performance-based budgeting.
- Reviewing and planning integration of processes for development of budget formulation and execution data.
- Supporting process identification, linking and integration of process information systems.
- Supporting the SPR Planning processes and special projects.
- Be proactive in identifying processes that need to be reviewed, revised, or reengineered.

3.8.4 Safety and Occupational Health

The Contractor shall assist SPRPMO in safety and health assessments, documentation reviews, safety processes and programs, conduct oversight observations and make written recommendations and reports. Specific tasks will include:

- Participating in the development and writing of Environmental, Safety and Health Division (ESHD) reports
- Participating in ESHD assessments and reviews
- ESHD program plans, manuals, and procedures
- Conduct design reviews for Safety and Health issues
- Review, write reports, and conduct oversight observations on construction safety plans, hazard analyses, contract documents and submittals.
- Attend safety weekly and unscheduled safety briefings and meetings.
- Visit SPR Storage sites and facilities for oversight and on-site reviews
- ESHD regulatory records and data
- Contractor performance of the official assessment tracking application process
- Contractor-generated documents, including those required by Federal, State, or local statute or regulation
- ESHD reviews, assessments, and evaluations

3.8.5 Information Technology

Performance requirements are the same as those delineated in Section C of the Task Order, PWS Element 3.4.3.

4.0 Quality

This section describes the Quality Control components for this effort. The following sub-sections provide details of various considerations on this effort.

4.1 Quality Control

The Contractor shall develop a Task Order QCP and maintain an effective quality control program to ensure services are performed in accordance with the IDIQ contract and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which he assures himself that his work complies with the requirement of the contract.

The finalized QCP will be accepted by the Government at the time of the award of the Task Order. The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Government's review and approval. The Government may find the QCP "unacceptable" whenever the Contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.2 Quality Assurance Surveillance Plan (QASP)

The Contractor shall develop a QASP which the Government will monitor the Contractor's performance under this Task Order in accordance with the QASP.

5.0 Deliverables/Reporting Requirements

The Contractor shall provide deliverables/reporting requirements as described in Section J, Attachment 5.

PART I – THE SCHEDULE

SECTION D - PACKAGING AND MARKING

The following applies to this task order:

D.1 DOE-D-2001 Packaging and Marking (OCT 2014)

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

(b) Each package, report or other deliverable shall be accompanied by a letter or other document which –

(1) Identifies the contract by number pursuant to which the item is being delivered;

(2) Identifies the deliverable item number or report requirement which requires the delivered item; and

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

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

PART I – THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

The following applies to this task order:

E.1 DOE-E-2001 Inspection and Acceptance (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled “Inspection of Services – Fixed Price.” If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

PART I – THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

The following apply to this task order:

F.1 Place of Performance - Services

The services specified by this contract shall be performed at the following location(s):
U.S. Department of Energy
Strategic Petroleum Reserve
Project Management Office
900 Commerce Road East
New Orleans, LA 70123

The contractor may be required to travel to perform a small portion of the PWS at the following SPR facilities: Bayou Choctaw, 60825-B Highway 1148, Plaquemine, LA 70764; West Hackberry, 1450 Black Lake Road, Hackberry, LA 70560; Big Hill, 24784 Big Hill Road, Winnie Texas 77665; Bryan Mound 1900 County Road 242, Freeport, Texas, 77541, John C. Stennis Space Center, Code AA00, Building 9355, Stennis Space Center, Mississippi 32529; and Camp Beauregard Army National Guard, Range Complex, Pineville, LA 71360.

F.2 Period of Performance

The period of performance for this task order is from November 1, 2016 through October 31, 2018, with 3 (1-year) options that may extend the cumulative term of this task order to 5 years. The options will be exercised unilaterally in accordance with FAR 52.217-9 “Option to Extend the Term of the Contract.”

The task order allows for a 31-day transition period commencing on October 1, 2016. If the transition period is extended, the OCO shall provide written notification of the date the Contractor assumes full responsibility for the PWS.

The Government requires delivery to be made according to the following schedule:

Delivery Schedule

Base Period: 11/01/2016 – 10/31/2018

Item Number	Description
00001	Management and Technical Support Services IAW PWS
00002	Training, Travel, Subcontract, ODCs

Option Year 1: 11/1/2018 – 10/31/2019

Item Number	**Description**
00004	Management and Technical Support Services IAW PWS
00005	Training, Travel, Subcontract, ODCs

Option Year 2: 11/1/2019 – 10/31/2020

Item Number	**Description**
00007	Management and Technical Support Services IAW PWS
00008	Training, Travel, Subcontract, ODCs

Option Year 3: 11/1/2020 – 10/31/2021

Item Number	**Description**
00010	Management and Technical Support Services IAW PWS
00011	Training, Travel, Subcontract, ODCs

PART I – THE SCHEDULE

SECTION G – TASK ORDER ADMINISTRATION DATA

The following apply to this task order:

G.1 SPR-G-001 BILLING INSTRUCTIONS (APR 2016)

(a) Contractors shall use Standard Form 1034, *Public Voucher for Purchases and Services Other than Personal*, when requesting payment for work performed under the contract. Contractors shall 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. Instructions concerning Contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov/.

(b) A paper copy of a voucher that has been submitted electronically will not be accepted.

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

(1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(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 Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.

(v) The total fee billed, retainage amount, and available fee must be shown.

(vi) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(i) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(ii) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

(iii) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(iv) All claimed Subcontractor costs must be supported by submitting the same detail as outlined herein.

(d) Billing Period. Voucher shall be submitted not more often than once every two (2) weeks (unless written consent of the Contracting Officer for more frequent billing is obtained).

G.2 SPR-G-002 TECHNICAL AND ADMINISTRATIVE CORRESPONDENCE MATTERS (APR 2016)

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

(a) Technical and Administrative Correspondence/Matters. Technical and administrative correspondence (as used herein, excludes other correspondence described in Paragraph (b)) concerning performance of this contract shall be addressed to the DOE COR with an information copy of the correspondence to the DOE Contracting Officer and the DOE Contract Specialist. This includes the plans and reports listed in the Deliverables/Reporting Requirements Attachment of this contract.

(b) Other Correspondence. All other correspondence, including waivers, deviations, or modifications to the requirements, terms, or conditions of this contract, shall be addressed to the Contracting Officer, with information copies of the correspondence to the DOE Contract Specialist and the DOE COR. The DOE Property Administrator shall be provided with an information copy where property issues are involved.

(c) Contracting Officer

Name:	Mary C. Roark
Address:	U.S. Department of Energy Strategic Petroleum Reserve Project Management Office 900 Commerce Road East New Orleans, LA 70123
Telephone No.:	504-734-4195
Email address:	mary.roark@spr.doe.gov

(d) Contracting Officer Representative

Name:	Kristin Frischhertz
Address:	U.S. Department of Energy Strategic Petroleum Reserve Project Management Office 900 Commerce Road East New Orleans, LA 70123
Telephone No.:	504-734-4297
Email address:	kristin.frischhertz@spr.doe.gov

(e) Contract Specialist

Name:	TBD
Address:	U.S. Department of Energy Strategic Petroleum Reserve Project Management Office 900 Commerce Road East New Orleans, LA 70123
Telephone No.:	
Email address:	

(f) Property Administrator

Name:	Michele Greco
Address:	U.S. Department of Energy Strategic Petroleum Reserve Project Management Office 900 Commerce Road East New Orleans, LA 70123
Telephone No.:	504-734-4235
Email address:	michele.greco@spr.doe.gov

G.3 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

(a) Assign additional work within the general scope of the contract.

(b) Issue a change in accordance with the clause entitled Changes.

(c) Change the cost or price of the contract.

(d) Change any of the terms, conditions, specifications, or services required by the contract.

(e) Accept non-conforming work.

(f) Waive any requirement of the contract.

G.4 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, *Technical Direction*, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.5 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

PART I – THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following apply to this task order:

H.1 DOE-H-2030 SECTION 8(a) DIRECT AWARDS (OCT 2014)

(a) This contract is issued as a direct award between the Department of Energy (DOE) and the Contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and DOE. In accordance with the SBA-DOE Partnership Agreement, SBA has delegated to DOE, for re-delegation to warranted DOE Contracting Officers, its authority to enter into prime contracts with eligible 8(a) participants in accordance with section 8(a) (1)(A) of the Small Business Act. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program.

(b) DOE is responsible for administering the contract and acting on behalf of the Government under the terms and conditions of the contract. DOE may assign contract administration functions to another Government contract administration office. However, DOE shall provide advance notice to the SBA before it issues any final notice terminating performance, either in whole or in part, under the contract, and DOE shall obtain SBA's approval prior to processing any novation agreement.

(c) The Contractor shall notify the DOE Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based relinquish ownership or control of such, or enter into any agreement to relinquish such ownership or control. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for the convenience of the Government, unless SBA waives the requirement for termination.

H.2 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.3 DOE-H- 2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other Contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE Contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will

interfere with the performance of work by any other Contractor or by a Government employee.

H.4 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)

(a) Designated Federal holidays:
   (1) New Year's Day
   (2) Birthday of Martin Luther King, Jr.
   (3) Washington's Birthday
   (4) Memorial Day
   (5) Independence Day
   (6) Labor Day
   (7) Columbus Day
   (8) Veterans Day
   (9) Thanksgiving Day
   (10) Christmas Day

   Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) The Contractor shall provide the services required by the contract at Federally-owned or –controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b), and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b), and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

H.5 DOE-H- 2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.6 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

(a) In accordance with the clause FAR 52.228-5*, Insurance – Work on a Government Installation*, the following types and minimum amounts of insurance shall be maintained by the Contractor:

(1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.

(2) Employer's liability – $100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).

(3) Comprehensive bodily injury liability – $500,000.

(4) Property damage liability – None, unless otherwise required by the Contracting Officer.

(5) Comprehensive automobile bodily injury liability – $200,000 per person and $500,000 per occurrence.

(6) Comprehensive automobile property damage – $20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.7 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014)

The Contractor's Representations, Certifications, and Other Statements, dated July 6, 2016 and made in response to Solicitation No. DE-SOL-0009722, including those completed electronically via the System for Award Management (SAM), are hereby incorporated into the contract by reference.

H.8 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)

The Contractor's performance under this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment 4 and the clause at FAR 52.222-42, *Statement of Equivalent Rates for Federal Hires*.

H.9 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-9, *Personal Identity Verification of Contractor Personnel*, the Contractor shall comply with applicable DOE/SPRPMO regulations, policies, and directives regarding identification, credential, and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE/SPRPMO directives, or parts thereof, identified in Section J, Attachment 3 in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend Section J, Attachment 3 in order to add, modify, or delete specific requirements.

H.10 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)

(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to –

(1) information which, at the time of receipt by the Contractor, is in the public domain;

(2) information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies, or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.11 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES (OCT 2014)

(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software, or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue

performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

H.12 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., Office of Inspector General (OIG), other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; Contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the OIG.

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE Contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must –

(1) comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

(2) not impede or hinder another employee's cooperation with the OIG; and

(3) not take reprisals against DOE Contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.13 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)

(a) Pursuant to the clause at DEAR 952.204-2, *Security*, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.

(b) The Contractor shall comply with the requirements of those DOE/SPRPMO directives, or parts thereof, identified below in Section J, Attachment 3 in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend Section J, Attachment 3 in order to add, modify, or delete specific requirements.

H.14 DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES, SERVICES, AND PROPERTY (OCT 2014)

(a) Pursuant to the Government Property clause of this contract, the Government shall, during the period of performance of this contract, furnish to the Contractor office space for approximately 27 Contractor personnel. Additional office space may be provided by the Government as necessary for contract performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.

(b) As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephones, janitorial services, computers, printers, facsimile machines, copiers, and access to Government-owned computer systems.

(c) Additional equipment such as cellular phones and Microsoft tablets may be provided to Contractor employees.

The list of Government-Furnished Property (GFP) (Accountable Fixed Assets) is provided in Section J, Attachment 2

H.15 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those DOE/SPRPMO directives, or parts thereof listed in Section J, Attachment 3 or identified elsewhere in the contract.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE/SPRPMO directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's/SPRPMO's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor no later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1 Alternate II *Changes – Fixed Price*.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.16 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)

(a) The Government will provide Government-owned and/or –leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1, *Government Property*.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:

(1) Use vehicles only for official purposes and solely in the performance of the contract.

(2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.

(3) Comply with Federal, State, and local laws and regulations for the operation of motor vehicles.

(4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.

(5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.

(6) Use seat belts while operating or riding in a Government vehicle.

(7) Do not use tobacco products or eCigarettes while operating or riding in a Government vehicle.

(8) Do not provide transportation to strangers or hitchhikers.

(9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.

(10) Do not engage in telephonic communication while operating a Government vehicle, which includes hands-free telephonic communication.

(11) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall -

(1) establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and

(2) pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or –leased vehicles are to be provided for use by Subcontractor employees.

H.17 DOE-H-2074 LIMITATION OF GOVERNMENT'S OBLIGATION – SEPARATE INCREMENTAL FUNDING OF TASK ORDER'S FIXED-PRICE CLINS (OCT 2014)

(a) This task order's CLIN 00001, 00004, 00007, 00010, 00013, 00016, 00019, and 00022 contain Federal Acquisition Regulation fixed prices and contract terms and conditions as set forth in the contract, with the exceptions that these CLINs will be incrementally funded. In the event of termination before a fixed-price CLIN is fully funded the Government's maximum liability for the fixed-price CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN there is

(1) a fixed price;

(2) a specified scope of work that corresponds to the fixed price;

(3) an anticipated funding schedule that corresponds to the fixed price and the specified scope of work (the parties contemplate that the Government will allot some funds upon execution of the task order);

(4) a Government maximum obligation to the Contractor equal to the funds allotted to the task order for the CLIN;

(5) if the Government incrementally allots funds, both a fixed price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

(6) an obligation that the Government will pay the Contractor only for the work the Contractor performed: for which funds were allotted; and based only on the fixed price for the services the allotted funds covered (established when the funds were allotted) and the portion of the services performed, not the costs the Contractor may actually incur.

(b) For each CLIN

(1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the task order for the CLIN and the total amount of funds allotted by the Government to the task order for the CLIN is the fixed price of the work for which the funds are allotted;

(2) the Contractor explicitly agrees the fixed price in the task order reflects (that is, includes or encompasses any additional amount) and any subsequent negotiated fixed price reflects for each of the fixed-price CLINs included in this task order:

(i) any additional complexities, challenges, and risks (including all risks, costs or otherwise, associated with any potential termination for convenience, or other risks as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and

(ii) the specific risk that in the event of termination of an incrementally funded CLIN before the CLIN is fully funded, the Contractor could receive less than the amount the Termination for Convenience (Fixed-Price) clause of the contract would usually permit, that is, the Government is only obligated to provide to the Contractor the lower of the amount of the allotted funds or the amount as determined under the Termination for Convenience (Fixed-Price) clause of the contract;

(3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the task order for the services;

(4) if additional funds become available and the Government still has a need for the services in the task order, the Government will allot funds periodically to the CLIN, the Contractor will continue performance and will provide a specified and fixed amount of work for the additional funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

(5) the Contractor agrees to provide the specified and fixed amount of work for the fixed price identified in the task order's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the task order's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each CLIN

(1) the fixed price (of both the entire CLIN and of the current cumulative amount of funds allotted to the CLIN at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;

(2) the contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

(3) if the Government meets the entire Planned Funding Schedule,

(i) the cumulative amount of funds allotted will equal the CLIN's fixed price and

(ii) the Contractor shall provide the entire scope of work the task order requires for the CLIN.

(d) The fixed price for each CLIN is listed in Section B of this task order.

(e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed price of the CLIN.

(f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for each fixed-price CLIN and the specific work to be performed for the funds allotted.

(1) The Contractor may submit an invoice under a CLIN only after the Government has allotted funds to the CLIN and the Contractor has provided services in accordance with the terms and conditions of the task order. The Contractor may submit an invoice for only the lower of the two preceding amounts, that is, the lower of

(i) the amount of allotted funds for the specified work (which is the amount of the fixed price of the specified work) or

(ii) the amount equal to the portion of the fixed price for the specified work the Contractor has earned by providing a portion of the fixed work.

(g) If during the course of this task order the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this task order to that point will be considered a simple fixed-price task order for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and

(1) the Government's and the Contractor's obligations under the task order for the CLIN—with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN were both fixed price and fully funded at time of task order execution, that is, the Contractor agrees that: it will perform the work of the task order for that CLIN and neither the fixed price for the CLIN nor any other term or condition of the contract/task order will be affected due to the CLIN's being incrementally funded.

(i) The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of task order execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of task order execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the task order; consequently, if the Contactor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the task order for the CLIN

(A) it (not the Government) will be liable for those excess amounts payable;

(B) it will remain liable for its obligations under every term or condition of the contract/task order; and

(C) if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the fixed price for the CLIN and no more.

(ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the task order as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the

Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the total amount payable by the Government, which is the portion of the price of the services the allotted funds cover that the Contractor has earned, for the CLIN in the next 30 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.

(1) The notification is for the Government's planning purposes only and does not change any obligation of either the Government or the Contractor.

(2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.

(3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.

(i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor may be entitled to an equitable adjustment and

(1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the task order for that CLIN;

(2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the task order;

(3) if the Government subsequently terminates the task order or the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the task order for the CLIN or the amount payable per the Termination for Convenience (Fixed-Price) clause of this task order.

(j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other

things, terminations, change orders, equitable adjustments, or unilateral or bilateral modifications specifically citing and stated to be an exception to this clause, for each CLIN

(1) the Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this task order for the CLIN, and

(2) the Contractor is not obligated to continue performance under this task order related to the CLIN in excess of the amount allotted to the task order (which is also both the maximum amount payable and the price of the services the allotted funds cover) by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.

(k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this task order for a CLIN, which will remain at all times the Government's maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this task order for a CLIN.

(l) Change orders, equitable adjustments, unilateral or bilateral modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN unless they contain a statement increasing the amount allotted.

(m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule for the base period:

CLIN 00001 – Management and Technical Support Services IAW the PWS.

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
Task Order Award	$500,000.00	Transition Activities & support services provided through December 15, 2016	$500,000.00	Transition Activities & support services provided through December 15, 2016
November 2016	$850,647.20	Support services provided through January 31, 2017	$1,350,647.20	Support services provided through January 31, 2017
February 2017	$850,647.20	Support services provided through April 30, 2017	$2,201,294.40	Support services provided through April 30, 2017
May 2017	$850,647.20	Support services provided through July 31, 2017	$3,051,941.60	Support services provided through July 31, 2017
August 2017	$850,647.20	Support services provided through November 30, 2017	$3,902,588.80	Support services provided through November 30, 2017
November 2017	$850,647.20	Support services provided through January, 2018	$4,753,236.00	Support services provided through January 31, 2018
February 2018	$850,647.20	Support services provided through April 30, 2018	$5,603,883.20	Support services provided through April 30, 2018
May 2018	$850,647.20	Support services provided through July 31, 2018	$6,454,530.40	Support services provided through July 31, 2018
August 2018	$850,647.20	Support services provided through October 31, 2018	$7,305,177.60	Support services provided through October 31, 2018

CLIN 00013 – Management and Technical Support Services IAW PWS Section 3.8 (LE2).

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
August 2017	$669,614.40	Support services for LE2 program provided through October 31, 2018	$669,614.40	Support services for LE2 program provided through October 31, 2018
July 2018	$306,422.80	Support services for LE2 program provided through October 31, 2018	$976,037.20	Support services for LE2 program provided through October 31, 2018

CLIN 00004 – Option Year 1 - Management and Technical Support Services IAW the PWS.

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
October 2018	$620,540.80	Support services provided through December 31, 2018	$620,540.80	Support services provided through December 31, 2018
December 2018	$620,540.80	Support services provided through February 28, 2019	$1,241,081.60	Support services provided through February 28, 2019
February 2019	$620,540.80	Support services provided through April 30, 2019	$1,861,622.40	Support services provided through April 30, 2019
April 2019	$620,540.80	Support services provided through June 30, 2019	$2,482,163.20	Support services provided through June 30, 2019
June 2019	$620,540.80	Support services provided through August 31, 2019	$3,102,704.00	Support services provided through August 31, 2019
August 2019	$620,540.80	Support services provided through October 31, 2019	$3,723,244.80	Support services provided through October 31, 2019

CLIN 00016 – Option Year 1 – Management and Technical Support Services IAW PWS Section 3.8 (LE2).

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
October 2018	$166,224.00	Support services provided through December 31, 2018	$166,224.00	Support services provided through December 31, 2018
December 2018	$166,224.00	Support services provided through February 28, 2019	$332,448.00	Support services provided through February 28, 2019
February 2019	$166,224.00	Support services provided through April 30, 2019	$498,672.00	Support services provided through April 30, 2019
April 2019	$166,224.00	Support services provided through June 30, 2019	$664,896.00	Support services provided through June 30, 2019
June 2019	$166,224.00	Support services provided through August 31, 2019	$831,120.00	Support services provided through August 31, 2019
August 2019	$166,224.00	Support services provided through October 31, 2019	$997,344.00	Support services provided through October 31, 2019

CLIN 00007 – Option Year 2 - Management and Technical Support Services IAW the PWS.

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
October 2019	$632,960.00	Support services provided through December 31, 2019	$632,960.00	Support services provided through December 31, 2019
December 2019	$632,960.00	Support services provided through February 29, 2020	$1,265,920.00	Support services provided through February 29, 2020
February 2020	$632,960.00	Support services provided through April 30, 2020	$1,898,880.00	Support services provided through April 30, 2020
April 2020	$632,960.00	Support services provided through June 30, 2020	$2,531,840.00	Support services provided through June 30, 2020
June 2020	$632,960.00	Support services provided through August 31, 2020	$3,164,800.00	Support services provided through August 31, 2020
August 2020	$632,960.00	Support services provided through October 31, 2020	$3,797,760.00	Support services provided through October 31, 2020

CLIN 00019 – Option Year 2 – Management and Technical Support Services IAW PWS Section 3.8 (LE2).

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
October 2019	$169,542.40	Support services provided through December 31, 2019	$169,542.40	Support services provided through December 31, 2019
December 2019	$169,542.40	Support services provided through February 29, 2020	$339,084.80	Support services provided through February 29, 2020
February 2020	$169,542.40	Support services provided through April 30, 2020	$508,627.20	Support services provided through April 30, 2020
April 2020	$169,542.40	Support services provided through June 30, 2020	$678,169.60	Support services provided through June 30, 2020
June 2020	$169,542.40	Support services provided through August 31, 2020	$847,712.00	Support services provided through August 31, 2020
August 2020	$169,542.40	Support services provided through October 31, 2020	$1,017,254.40	Support services provided through October 31, 2020

(o) Actual Funding Schedule – See Section B., B.3 – Obligation of Funds.

Planned/Actual funding schedules for CLINs 00010 and 00022 will be established when/if this Option Period is exercised.

H.18 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)

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

H.19 SPR-H-002 SECURITY REQUIREMENTS FOR DOE PRIME AND SUBCONTRACTORS

(a) Contractor Requirements

Contractor employees working at or for the SPR must comply with the current DOE and SPR Security and Emergency Operations policies and procedures. The Management and Operating (M&O) Contractor Security and Emergency Preparedness Directorate establishes specific security requirements for all SPR sites and the Elmwood Complex. The M&O Contractor Security and Emergency Preparedness Directorate (SPR Security) publishes security requirements in the Security Operation Manual (SOM) and Work Instructions. This includes all initial background checks required to obtain a local SPR Badge and a long-term Homeland Security Presidential Directive-12 (HSPD) compliant badge. DOE requires that all Contractor employees must show proof of citizenship. It is the Contractor's responsibility to ensure that Security and Emergency operations are fully integrated into all activities commensurate with analyzed risks. All references to "Contractor" in this summary include Prime Contractors and their Subcontractors.

The Contractor is required to designate in writing, one supervisory employee to act as the Contractor Security Representative. The Contractor provides an appointment letter to the SPRPMO COR or Subcontract Manager Technical Representative (SMTR), whichever is applicable, who will distribute one copy to the M&O Contractor Site Security Specialist (SSS) or the SPR Security located in New Orleans within 10 calendar days after the effective date of the Notice to Proceed or contract award. The Contractor Security Representative serves as the liaison between the Contractor and SPR Security to ensure that all SPR security requirements are followed.

No communications or discussions will be recorded without the concurrence or notification of all parties involved. The Contractor Security Representative must indicate to the COR or SMTR that a recording is being made. If a requirement exists to monitor any calls for any purpose, the Contractor must obtain approval from the SPRPMO Project Manager.

(b) SPR Badges

(1) Local SPR Badge Requirements

(i) A pre-badging investigation must be conducted on all Contractor personnel (U.S. citizens and foreign nationals) working at or for the SPR, unless the individual has previously been approved by another DOE facility with authorization by DOE or the SPR Personnel Security. The forms require consent to a social security number and a criminal record background check.

(ii) Transfer of a badge from another DOE facility or SPR site is accomplished by obtaining Pre-Badging Investigation Forms or other forms requesting transfer from the SPR Security.

(iii) All Contractor employees (Foreign and domestic) requiring unescorted access to SPR sites must show country of citizenship.

(iv) These documents are processed through the SPR Security Contractor. For those persons contracted to work at the SPR for less than 6 months (not requiring access to the SPR Security network, security systems, or Drawdown-critical areas/information), completion of this check with a favorable background check allows the Contractor to be issued a local “No Escort Required” badge for Non-Drawdown critical structures (refer to Paragraph (b)(2) below).

(v) Employees contracted with the SPR over 6 months, or who require access to the SPR Security Network, security systems, or, Drawdown-Critical areas/information, require Personal Identity Verification (PIV) approval, which complies with Homeland Security Presidential Directive 12 (HSPD-12) guidelines (refer to Paragraph 3 below). Pending the pre-badge check, all Contractor personnel must be escorted by an authorized SPR employee that possesses a SPRPMO access security badge.

(vi) Foreign nationals must complete the required foreign national paperwork as outlined in Paragraph (b) (2) (vi) below.

(2) Local SPR Pre-Badging Process

(i) Contractor personnel working on the SPR will complete a Pre-Badging Investigation Form legibly and in ink.

(ii) Falsification of the Pre-Badging Investigation Form will result in denied entry to all SPR facilities. Any person who misrepresents their citizenship on the Pre-Badging Investigation Form may be punished by imposition of fine, imprisonment, or both, under 18 U.S.C. 911.

(iii) Pre-Badging Investigation Forms may be provided to the Contractor at building 850 in New Orleans or at the pre-construction conference.

(iv) Foreign Nationals also must meet the requirements stated in Paragraph (b)(2)(vi) below.

(v) U.S. citizens must present proof of citizenship by providing one of the following documents:

(A) Original Certificate of U.S. Citizenship (birth certification) (INS Form N-560 or N-561), Original Certification of Birth Abroad issued by the Department of State (FS-545 or Form DS-1350).

(B) Original birth certificate issued by a state, country, municipal authority, or outlying possession of the United States bearing an official seal.

(C) Certificate of Naturalization (INS Form N-550 or N570).

(D) U.S. Passport.

(vi) At the same time the Pre-Badging Investigation Form is completed, SPR Security will give the Contractor the Safeguards and Security Initial Security Briefing which summarizes SPR security responsibilities.

(vii) Contractors will provide the Pre-Badging Investigation Form and signed Initial Security Briefing agreement, which states that the employee will comply with security regulations, to the SPR Security at least 15 working days before the employee begins assignment.

(viii) The Pre-Badging Investigation consists of a social security number search, local law enforcement checks for where the individual has lived during the past seven years, and the location where the individual is currently working.

(ix) An interruption over 120 days in SPR Contractor employment requires resubmitting a completed Pre-Badging Investigation Form.

(x) The SPR SSS notifies the Contractor Security Representative of the results of Pre-Badging Investigations.

(3) If the Contractor employee received an unfavorable investigation report, the Contractor is disapproved for a badge and immediately denied entry to the site. The following activities are causes for disapproval:

(i) Felony arrest and conviction within the last 5 years;

(ii) Violent misdemeanor arrest and conviction within the last 5 years;

(iii) Drug sale arrest and conviction within the last 5 years;

(iv) Drug possession arrest within the last 2 years;

(v) Pending charges, active warrant, or deferred adjudication regarding any issues in (3)(i) – (iv) above;

(vi) Probation or parole regarding any issues in (3)(i) – (iv) above or nolo contendere plea thereto;

(vii) “Driving under the Influence” within the last 2 years – conditional approval subject to any state driving restrictions or requirement to drive on site.

(viii) Pattern of disruptive or untrustworthy behavior;

(ix) The individual is or is suspected of being a terrorist;

(x) The individual has deliberately omitted, concealed, or falsified relevant and material facts from any Questioner for Non-Sensitive Positions (SF-85), or similar form used in the determination of eligibility for a DOE Security Badge;

(xi) The individual has presented false or forged identity source Documents;

(xii) The individual has been barred from Federal Employment.

(4) Contractors disapproved for a badge and denied entry to any SPR Site may submit a justification letter to the SPR Security Director within

three working days of the issuance of the notice denying access to the SPR. If the SPR Personnel Security Director approves the justification letter, the Contractor will be issued an “Escort Required” badge and must remain escorted by a picture-badged Contractor employee at all times. If the SPR Personnel Security Director disapproves the request or if the Contractor chooses not to submit a letter justifying the continued need for access, the denied entry to the SPR will remain in force.

(5) U.S. Citizen Contractor personnel working at the SPR with a pending pre-badging investigation will be issued an “Escort Required” badge in a florescent colored holder upon entering the site. They will also be issued a card that describes escort responsibilities. These individuals must furnish one pictured or two non-pictured means of identification each time when requesting an “Escort Required” badge.

(i) Personnel must wear the “Escort Required” badge in the issued holder on either arm on their outer garment and ensure that it is visible at all times. They must also carry the card which describes escort duties on their person at all times.

(ii) The “Escort Required” badges, the florescent colored holder, and the card which describes escort duties must be returned upon exiting the site.

(iii) Employees who have a badge, have been approved to receive a badge, and/or are entered into the Entry Control List (ECL) may serve as escorts for “Escort Required” individuals. This is their primary responsibility and they must remain with their assigned escort at all times. The escort assumes full responsibility for the “Escort Required” individual, to include all aspects of safety, and will remain in close enough proximity to ensure positive control and have the ability to immediately contact that individual at all times. When transferring escort duties, it is the escort’s responsibility to ensure that the new escort is qualified and properly briefed on all pertinent issues, particularly safety, before leaving the area. If an “Escort Required” visitor is observed separated from the escort, the person who observes this should notify the Protective Force immediately so they can assume custody of the visitor until the escort is contacted and reunited with the visitor.

(iv) The Protective Force will stop, identify, and escort to the main gate any individual found on the site without a badge or not being escorted as required. Additionally, the Protective Force will conduct random checks of persons who possess an “Escort

Required" badge to verify they are not in an area that was not pre-approved for their job on the site.

(v) Contractor personnel who are assigned "Escort Required" badges will not be allowed access to critical infrastructure without PIV-Approved SPR employees.

(vi) Five is the maximum number of "Escort Required" personnel that one person may escort at any time, unless the escorted personnel are in a single vehicle such as a van or bus, or in a classroom setting for meetings/instruction. Escorts are authorized to lead multiple contract vehicles (convoy) to their authorized work location on SPR facilities upon completion of a 100% Security inspection of Contractor vehicles and personnel, and verbal confirmation from Security that those inspections are complete and satisfactory. There must be an escort in the front and rear of these convoys if there are more than five vehicles involved. Personnel must coordinate with the SSS to obtain the prior approval of the Senior Site Representative (SSR) and the Site Director (SD) or their designee, for a temporary change to the escort ratio. The SSS will maintain written documentation of that approval.

(6) A Contractor whose sole purpose on site is to deliver material or service equipment will be eligible for an "Escort Required" badge if he or she provides proper picture identification and if the Contractor confirms that the individual is authorized to enter the site.

(i) The Contractor is responsible to provide an escort the entire time that "Escort Required" personnel are on site. The Contractor escort must:

(A) Maintain positive control of their escort at all times while on site. Positive control is defined as remaining in close enough proximity to ensure positive control and have the ability to immediately contact that individual at all times.

(B) Notify personnel within the affected work area that an "Escort Required" individual is in that area.

(C) Ensure escorted personnel do not enter into unauthorized areas.

(D) Ensure that escorted personnel return to the access control point upon completion of their work and turn in all issued badges and passes.

(ii) Foreign National Delivery service personnel may be issued an "Escort Required" badge, provided all Foreign National Visit and Assignment documentation is completed and the Foreign National is not from a sensitive country. The DOE Senior Site Representative must approve the visit request. Foreign National delivery employees from sensitive countries will not be allowed on site.

(7) The SPR will charge the Contractor $250.00 for each SPR/HSPD-12 badge issued to a Contractor employee that is not returned prior to issuance of the Contractor's final invoice upon contract completion. The Contractor will make arrangements with the SPR Security for the return of all security-related items issued to Contractor personnel such as SPR/HSPD-12 badges, parking decals, florescent arm bands, and proximity wafers prior to submission of the Contractor's final invoice.

(8) When lost or not returned security-related items are identified, the Contractor Security Representative will be notified to retrieve the missing security-related items. The Contractor Security Representative shall ensure that action is taken to recover and return the security-related items or that proper restitution is made before contract closeout.

(c) SPR PIV-Approved Badge (U.S. Citizens Only)

(1) Contractor employees that will work at a SPR facility in excess of 6-months or who will require access to the SPR security network, security systems, or Drawdown-critical areas/information will require a National Agency Check with Inquiries (NACI). The employee will also enroll and activate their HSPD-12 compliant badge in the Federal Government USAccess system, and enroll into the SPR Access control system. For additional details, see SPRPMO Order 206.4A. Contractor is responsible for ensuring that the employee completes all forms online and obtains a valid individual email address. PIV processing includes completion of the following:

- one print of the completed E-QIP SF-85 form with the two signature pages signed/dated, preferably in blue ink;
- declaration for Federal Employment (OF-306), with 1 through 17a completed;
- employment Eligibility Verification (IRS Form I-9), with Part 1 completed. (The SSS will complete Parts 1 and 2 and verify the two appropriate identity documents, i.e., a valid State driver's license or State identification card and his/her social security card). If one of these two documents is not available,

the Applicant will provide a certified copy of his/her birth certificate to substitute for the unavailable document;
- a photocopy of the Applicant's DOE badge (if applicable);
- fingerprint cards (two each) by the Registrar Designee (SSS) or through electronic processing.

(2) The Government Representative or SMTR will have each Contractor and Subcontractor employee complete a Questioner for a Non-Sensitive position, SF-85 and the Declaration for Federal Employment, OF 306, Items 1, 2, 8 through 13, 16, and 17a.

(3) The Contractor employee will personally present the DOE Registrar or Registrar designee all documentation to include two original forms of identification described on the Form I-9 also found at: http://uscis.gov/graphics/formsfee/forms/files/i-9.pdf.

(4) The employee must also be fingerprinted by the Security for inclusion in the request package.

(5) Once the SPRPMO Registrar receives the SF 85, and OPM Optional Form (OF) 306, it will take approximately 90 working days to complete the initial National Agency Check (NAC).

(6) If the NACI is favorable, the employee will receive notification from the HSPD-12 Administrator to schedule an appointment with any USAccess Credentialing Center to complete enrollment. Once the HSPD-12 badge is received, the employee will then schedule a time with Security to get that badge activated. HSPD-12 badges are good for five years; however, before the end of the three-year mark, the employee will be required to update the certificate on the badge. This can be accomplished at any SPR site after coordination with the site security specialist.

(7) If the NACI is unfavorable, the Contractor employee may appeal in accordance with Department of Energy Notice 206.4A.

(d) Security Plan

A security plan may be developed for special situations or circumstances which would include, but not be limited to Contractor work activities such as establishment of a construction zone, removal of sections of protection fences or barriers, or require disabling or modification of the physical protection system that requires alternate measures or deviation from normal security procedures. Under normal circumstances, notification of the start and planned duration of these activities by the Contractor should be submitted to the SPR Security and the SSS a minimum of five working days

prior to the start of work. A security plan will be developed by the SSS in accordance with SOM, Special Designated Security Area, and coordinated with the Contractor and site management for approval. Minimum requirements for the security plan include the following:

(1) location of the work area;

(2) purpose or requirements justifying departure from normal provisions;

(3) access list completed in Vehicle/Visitor Register format to be used for daily access;

(4) escort procedures;

(5) area limitations or demarcation;

(6) operational hours, proposed start date and duration of project;

(7) special provisions for access or transportation.

(e) Entry and Circulation of Contractor Personnel

During the performance of the contract and once the prerequisites are met, Contractor employees have the right to enter and exit through designated gates at the SPR facility where work under this contract is being performed. Prerequisites to unescorted site access are not limited to requirements contained in this summary. Other prerequisites such as Environment, Safety and Health Awareness Training may also be required.

(1) Prohibited Articles Definition

Prohibited articles are those items, whether legal or illegal, that will not be allowed onto DOE property. Title 10 CFR Part 1048.4 Unauthorized introduction of weapons or dangerous materials states: “Unauthorized carrying, transporting, introducing or causing to be introduced into or upon an SPR facility or real property subject to this part, of a dangerous weapon, explosive or other dangerous material likely to produce substantial injury or damage to persons or property, is prohibited.”

<u>Note: real property includes the SPR parking lots</u>. Prohibited articles found during vehicle search or during the portal inspection process (specifically those Instruments or material likely to produce substantial injury to persons or damage to persons or property) will require officers to immediately detain those personnel (including all passengers) pending investigation.

Prohibited Articles

SPR Policy prohibits the items listed below. All personnel, packages, and vehicles are subject to search. Violators are subject to detention, fine, arrest and/or imprisonment. Prohibited articles include any item prohibited by law, and:

(i) Weapons – includes firearms, ammunition and knives with blades exceeding 4 inches

(ii) Explosive or incendiary devices

(iii) Controlled Substances unless prescribed by a physician

(iv) Pets and animals unless a recognized service animal

(v) Alcohol

(2) Authorized entry of Prohibited Articles

There may be instances when a prohibited article can be introduced onto SPR property with proper authorization for purposes such as for training or work/tool-related reasons. In those instances, authorization is obtained prior to the introduction of the prohibited article. An authorization letter is signed by the Site Director or his designee and submitted to the Protective Force (PF) for posting at the entry portal in the Entry Control List (ECL). The document will provide details of the prohibited article and the purpose and length of time the article is authorized within SPR property.

The Protective Force, under the direction of the SPR Security Director, controls entry into SPR facilities. Denial for cause or reasonable delay of entry is not considered sufficient grounds for any contract performance delay claim.

(f) Citizenship

The Contractor is responsible for notifying the Government Representative, or SMTR of any permanent resident alien or non-immigrant alien Contractor personnel. The Contractor Security Representative shall ensure completion of the required paperwork for foreign nationals. Lead time for foreign nationals is between 15 and 45 days in advance of the contract start date. The Government Representative or SMTR will obtain the necessary lead-time determination and forms from the SPR Security. Each foreign national must have a U.S. host who is sponsoring the foreign visitor or assignee. The host may be an approved SPRPMO, Prime Contractor, or

other Contractor employee. The host must complete all prerequisites.

Foreign nationals who are proposing visits/assignments to an SPR facility must complete additional foreign national visit request forms. Depending on the length and type of visit, submittal of the following forms may be required:

(1) Foreign National Visit Request/Assignment Request;

(2) Foreign National Instruction Briefing;

(3) Pre-Badge Forms and documents (described in Paragraphs (b)(2)(vi) above);

(4) International Release Form.

The individual must receive authorized approvals for appropriate badging determination in accordance with the SPR foreign Visits and Assignments Program.

(g) Reporting Criminal or Suspicious Activities

During this contract, the Contractor is responsible for reporting to the Government Representative or SMTR any violation of law, loss of security, or incident of security concern. Examples of matters to be reported include any loss of Government-owned tools or equipment, sabotage, or vandalism (known or suspected).

(h) Contractor Security and Protection of Work

The presence of SPR Security as described above in no way relieves the Contractor of the responsibility for providing security for construction work areas, materials, and equipment. The Contractor and Contractor employees are responsible for the protection and reporting of unattended Government information, including all Classified information and information marked as Official Use Only (OUO), Unclassified Controlled Nuclear Information (UCNI), Controlled Unclassified Information (CUI), and Sensitive Unclassified Information (SUI). Each individual is directly responsible for following security requirements and contributing to the security of the SPR mission, workers, and workplaces.

The Government assumes no responsibility for the Contractor's parking and laydown yard and offsite work. The Government assumes no liability for material, tools, or equipment lost or damaged, or for any damage to installed work before its acceptance by the Government. The Contractor must make good all damages without delay and without expense to DOE.

The Contractor shall fulfill the following responsibilities to protect equipment and work:

(1) protect and preserve all materials, supplies, and equipment (including Government-furnished property), and safeguard work performed until it is accepted by the Government;

(2) ensure that the integrity of the work area is maintained; and

(3) ensure that protective measures do not interfere with SPR operations. (These measures must be acceptable to the Government in all cases.)

(i) Vehicle Permits

The SPRPMO policy is that private cars are not authorized on SPR sites. Company cars going on site must be used to perform work that requires a vehicle, must be kept to a minimum, pass a 100 percent inspection, and are approved by the Site Director or his designee. The COR or SMTR through the M&O Contractor, determines site parking privileges on site. If parking is allowed, the COR or SMTR will designate parking areas for the number of Contractor vehicles that can be accommodated on site, otherwise vehicles will be parked off site. Vehicles entering the site must be properly licensed, inspected, and insured as required by state law. The operator of the vehicle entering the site must show a valid state driver's license and a copy of a current insurance certificate for insurance covering the site.

Temporary Vehicle Registration cards, Vehicle Decals, or Temporary Vehicle Passes may be issued for Contractor vehicles requiring entry to site areas. The SSS issues Temporary Vehicle Registration cards/Vehicle Decals for contract duration after completion of a Vehicle Registration form. The Temporary Vehicle passes are returned daily upon the Contractor's departure from the site, and the Temporary Vehicle Registration Cards/Vehicle Decals are returned at the completion of the contract.

All commercial vehicles that enter the SPR site are required to be marked vehicles (GSA vehicles with U.S. Government plates are exempt from these requirements). "Commercially Marked" vehicles are those that display company identification markings/decals/banners/signs indicating their company assignment and affiliation. "Unmarked Vehicles" are those personal or rental vehicles that have no markings to indicate company affiliation.

The Entry Control Officer (ECO) will maintain magnetic signs consisting of a plain white background with black block letters with the word "CONTRACTOR" that will be attached to the sides of vehicles.

In absence of Contractor signage on Contractor vehicles, the ECO will issue a set (one sign for each side of the vehicle) of magnetic "CONTRACTOR" signs to any Contractor operating an unmarked vehicle that is approved for

site access.

The magnetic signs and the SPR issued vehicle access pass will be retrieved by the ECO and the Vehicle/Visitor Register updated when the vehicle departs the site.

The Contractor Security Representative must submit a listing of personal and company vehicles used for contract purposes on site to the Government Representative or SMTR for local SPR Security.

NOTICE AND ACKNOWLEDGMENT
[IMPORTANT – PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGMENT]

NOTICE REGARDING BACKGROUND INVESTIGATION

The DOE M&O Contractor may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, driving record, and/or mode of living, and which can involve personal interviews with sources such as your current and past employers, friends, or associates. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by EmployeeScreenIQ, PO Box 22627, Cleveland, OH 44122-0627, 1-800-235-3954. The scope of this notice and authorization is all-encompassing, however, allowing the DOE M&O Contractor to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and, if you are hired, throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

New York & Maine applicants or employees only: You have the right to inspect and receive a copy of any Investigative consumer report requested by the Employer by contacting EmployeeScreenIQ directly.

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am hired, throughout my employment. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **EmployeeScreenIQ**, another outside organization acting on behalf of the DOE M&O Contractor itself. I agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original.

Minnesota and Oklahoma applicants or employees only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. ☐

California applicants or employees only: By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report if one is obtained by the Company at no Charge whenever you have a right to receive such a copy under California law. ☐

The following is for identification purposes only to perform the background check and will not be used for any other purpose:

_____ DATE

_____ PRINT NAME

_____ SIGNATURE OF EMPLOYEE OR PROSPECTIVE EMPLOYEE

_____ SOCIAL SECURITY NUMBER

_____ Date of Birth (For Background Purposes Only)

_____ Driver's License Number State

Current Address: _____

Addresses (Last 7 years): _____

Any other names I have been known by (including maiden name): _____

PROPRIETARY INFORMATION

STRATEGIC PETROLEUM RESERVE
AUTHORITY TO RELEASE INFORMATION
PRE-BADGING INVESTIGATION

TO WHOM IT MAY CONCERN
I HEREBY AUTHORIZE ANY AUTHORIZED REPRESENTATIVE OF THE STRATEGIC PETROLEUM RESERVE BEARING THIS RELEASE, OR COPY THEREOF, WITHIN 60 DAYS OF ITS DATE, TO OBTAIN ANY INFORMATION RELATING TO MY ACTIVITIES FROM PUBLIC RECORDS INCLUDING RECORDS OF CRIMINAL CONVICTIONS AND SOCIAL SECURITY NUMBER VERIFICATION.

I HEREBY REQUEST YOU TO RELEASE SUCH INFORMATION UPON REQUEST OF THE BEARER. THIS RELEASE IS EXECUTED WITH FULL KNOWLEDGE AND UNDERSTANDING THAT THE INFORMATION IS FOR THE OFFICIAL USE OF THE STRATEGIC PETROLEUM RESERVE.

I HEREBY RELEASE YOU, AS THE CUSTODIAN OF SUCH RECORDS, FROM ANY AND ALL LIABILITY FOR DAMAGES OF WHATEVER KIND, WHICH MAY AT ANY TIME RESULT TO ME, MY HEIRS OR ASSIGNS, FAMILY OR ASSOCIATES, BECAUSE OF COMPLIANCE WITH THIS AUTHORIZATION AND REQUEST TO RELEASE INFORMATION, OR ANY ATTEMPT TO COMPLY WITH IT. SHOULD THERE BE ANY QUESTIONS AS TO THE VALIDITY OF THE RELEASE, YOU MAY CONTACT ME AS INDICATED ON THIS FORM.

PRIVACY ACT STATEMENT

PURPOSES AND USES
INFORMATION PROVIDED ON THIS FORM WILL BE FURNISHED TO INDIVIDUALS IN ORDER TO OBTAIN INFORMATION REGARDING YOUR ACTIVITIES IN CONNECTION WITH AN INVESTIGATION TO DETERMINE SUITABILITY FOR UNESCORTED ACCESS TO THE STRATEGIC PETROLEUM RESERVE TO PERFORM CONTRACTUAL SERVICE FOR THE FEDERAL GOVERNMENT. AN INVESTIGATIVE REPORT RESULTING IN SUBSTANTIAL DEROGATORY INFORMATION OR CRIMINAL HISTORY WILL RESULT IN DISAPPROVAL FOR BADGING AND AN IMMEDIATE DENIED ENTRY UNTIL PRE-BADGING PREREQUISITES ARE MET. THE INFORMATION OBTAINED MAY BE FURNISHED TO THIRD PARTIES AS NECESSARY IN THE FULFILLMENT OF OFFICIAL RESPONSIBILITIES.

EFFECTS OF NONDISCLOSURES

AUTHORIZING THE RELEASE OF THE REQUESTED INFORMATION IS VOLUNTARY, BUT YOUR FAILURE TO AUTHORIZE THE RELEASE OF THE INFORMATION OR INABILITY OF THE STRATEGIC PETROLEUM RESERVE TO OBTAIN ALL OR PART OF THE INFORMATION WILL RESULT IN DENIED ACCESS TO THE STRATEGIC PETROLEUM RESERVE.

PRINT FULL LEGAL NAME_____
LAST FIRST MIDDLE (Jr., Sr., etc.)
EMAIL ADDRESS_____ TELEPHONE NO. _____

EMPLOYER_____
INDIVIDUAL REQUESTING INVESTIGATION_____ TELEPHONE NO._____
INDIVIDUAL VERIFYING CITIZENSHIP_____
SUBCONTRACTOR MANAGER TECHNICAL REPRESENTATIVE_____

CONTRACT ISSUED FOR ☐ SINGLE SITE ☐ MULTIPLE SITES CONTRACT NO._____

CONTRACT EXPIRATION DATE_____ SITE REQUESTED FOR BADGING_____

NEW ORLEANS SECURITY USE ONLY

INDIVIDUAL IS: ☐ APPROVED FOR BADGING ☐ DISAPPROVED FOR BADGING

SIGNATURE_____ DATE_____

OSF84-0121 8/84 REV. 5/03 **DISTRIBUTION: GREEN:** M&O N.O. SECURITY/ **WHITE:** SITE SECURITY

PROPRIETARY INFORMATION
THIS FORM MUST BE COMPLETED LEGIBLY AND IN INK

ADDRESSES: LIST ALL ADDRESSES FOR LAST 7 YEARS BEGINNING WITH THE PRESENT ADDRESS.

DATE FROM (MO/YR)	TO (MO/YR)	FULL HOME ADDRESS			
_____	**- PRESENT**	STREET ADDRESS			
		CITY	COUNTY/PARISH	STATE	ZIP CODE
_____ -	_____	STREET ADDRESS			
		CITY	COUNTY/PARISH	STATE	ZIP CODE
_____ -	_____	STREET ADDRESS			
		CITY	COUNTY/PARISH	STATE	ZIP CODE
_____ -	_____	STREET ADDRESS			
		CITY	COUNTY/PARISH	STATE	ZIP CODE
_____ -	_____	STREET ADDRESS			
		CITY	COUNTY/PARISH	STATE	ZIP CODE

SOCIAL SECURITY NUMBER_____

PERSONAL INFORMATION

DATE OF BIRTH _____ CITY/STATE OF BIRTH _____

COUNTRY OF CITIZENSHIP_____

NOTE: NATURALIZED CITIZENS MUST PRODUCE NATURALIZATION PAPERS FOR REVIEW

CERTIFICATE NO._____
DATE_____

EMPLOYER AREA CODE _____ TELEPHONE NO._____
NAME OF COMPANY_____
ADDRESS_____
_____
CITY STATE ZIP CODE
POSITION_____ SUPERVISOR_____

HAVE YOU BEEN ARRESTED, CHARGED, OR CONVICTED OF A MISDEMEANOR OR FELONY (EXCLUDING TRAFFIC VIOLATIONS) WITHIN THE LAST FIVE (5) YEARS? (FAILURE TO ANSWER TRUTHFULLY WILL RESULT IN DISAPPROVAL FOR BADGING.)

☐ YES ☐ NO IF YES, PROVIDE COUNTRY/PARISH AND STATE.COUNTY/PARISH _____ STATE _____

SIGNATURE IN FULL_____ DATE_____
FIRST, MIDDLE, LAST

OF84-0121.1 8/84 REV. 5/03 **DISTRIBUTION: GREEN:** M&O N.O. SECURITY **WHITE:** SITE SECURITY

(j) Security Awareness and Education

(1) Objective

The objective of this briefing is to inform permanent SPR employees of their security responsibilities and to promote continuing awareness of good security practices. This briefing provides employees with a general knowledge of the following content when working in a security-conscious environment:

(i) overview of the DOE facility/organization's mission;

(ii) overview of facility/organization's major Safeguards and Security program responsibilities;

(iii) access control;

(iv) escort procedures;

(v) protection of Government property and badge procedures;

(vi) identification of controlled and prohibited articles;

(vii) protection of Unclassified controlled information;

(viii) procedures for reporting incidents of security concerns (e.g., attempts to gain unauthorized access to Classified information or matter); and

(ix) identification of classification markings.

(2) Mission/Purpose of the SPR

The SPR is a National Critical Infrastructure and Key Asset of economic and geopolitical value to the U.S. The purpose of the SPR security program is to provide reasonable assurance that the SPR can conduct crude oil flow and drawdown operations when confronted by malevolence. All operations within the SPR will be delivered in a safe, secure, environmentally responsible and cost effective manner.

(3) Program Responsibility

The SPR integrates security into management and work practices at all levels so that missions, including protecting DOE assets and Government property, are accomplished safely and securely in

compliance with DOE O 470.4-B, “Safeguards and Security Program.” The security services Subcontractor implements access control for the SPR. Personnel effectively implementing these programs and procedures are the keys to a quality security program.

Permanent SPR employees are required to read this briefing, and then sign the acknowledgment page. The signed acknowledgment page serves as official documentation of completion of this briefing.

(4) Threat Overview

The SPR is a prime target for sabotage. It is a unique facility possessing both national security and economic considerations. Although SPR facilities have had few major incidents, potential internal and external threats still exist at the SPR. While the motives of the internal threat may not be as complex as those of foreign terrorist organizations, the possibility exists for serious damage to Government property and personal injury, such as letter bombs, truck bombs, and sabotage, murder, assault, social engineering, and property crimes. All SPR employees play a vital role in the security of the SPR. Any unusual occurrence must be immediately reported to Security.

(5) Access Control/Badge Procedures

The Access Control Program is designed to allow only authorized personnel access into designated SPR areas. Employees must receive an approved investigation before being permitted unescorted access to the SPR. The DOE security badge is used to identify personnel for access control on the SPR. Entry authorization to SPR facilities is authenticated by the card readers, which validate site access of the badged individual and automated call-up of the badge holder’s personal information and photo. Identification badges are issued to SPR personnel only after a favorable investigation has been completed. The following procedures apply to DOE badged employees:

(i) Wear the DOE security badge, in plain view on the front of the outer garment between the neck and waist, while on SPR property.

(ii) The DOE security badge may not be used for identification purposes outside the SPR.

(iii) Immediately report a lost or stolen badge to the Protective Force or SPR Security.

(iv) Apply for a new badge upon a significant change in facial appearance (beard growth/removal, substantial weight loss/gain, etc.) or a name change.

(v) Challenge anyone not wearing a badge on SPR facilities and report the individual to the Protective Force.

(vi) Do not place pins, buttons, or decals on or through the badge.

(vii) Remove the badge when leaving a SPR facility.

(viii) Return the badge to the entry control officer upon termination of employment or a leave of absence.

(6) SPR Visitors/Escort Procedures

SPR visitors must register at the entry control point and must be sponsored and escorted by a permanently badged SPR employee. Visitors who are United States citizens must present one pictured or two non-pictured means of identification. Employees who have a badge, have been approved to receive a badge, and/or are entered into the Entry Control List (ECL) may serve as escorts for “Escort Required” individuals. This is their primary responsibility and they must remain with their assigned escort at all times. The escort assumes full responsibility for the “Escort Required” individual, to include all aspects of safety, and will remain in close enough proximity to ensure positive control and have the ability to immediately contact that individual at all times. When transferring escort duties, it is the escort’s responsibility to ensure that the new escort is qualified and properly briefed on all pertinent issues, particularly safety, before leaving the area. If an “Escort Required” visitor is observed separated from the escort, the person who observes this should notify the Protective Force immediately so they can assume custody of the visitor until the escort is contacted and reunited with the visitor.

(7) Protection of Government Property

The Property Protection Program provides assurance that personnel, property, and resources of the SPR are protected from theft, diversion, industrial sabotage, espionage, unauthorized access and control. This protection is provided through the implementation of all security program elements and the property program which catalogs, inventories, and controls Government property on the SPR. Security supports the property program by close coordination in the review of lost and damaged equipment reports for signs of theft or intentional

damage to Government property. If wrongdoing is suspected, an investigation is conducted and, if required, turned over to law enforcement for further investigation or prosecution.

While measures are in place for protecting personal and Government property from theft, each employee has an individual responsibility to protect property within their control. Items that are easily stolen, such as laptop computers, calculators, cameras, and radios, should be secured when not in use.

Prohibited Articles

SPR Policy prohibits the items listed below. All personnel, packages, and vehicles are subject to search. Violators are subject to detention, fine, arrest and/or imprisonment. Prohibited articles include any item prohibited by law, and;

(i) Weapons – includes firearms, ammunition and knives with blades exceeding 4 inches

(ii) Explosive or incendiary devices

(iii) Controlled Substances unless prescribed by a physician

(iv) Pets and animals unless a recognized service animal

(v) Alcohol

(8) Protection of Unclassified Controlled Information

The control of Unclassified documents provides SPRPMO requirements for the protection of OUO information. To be identified as OUO, information must be Unclassified and meet both of the following criteria:

(i) Have the potential to damage Governmental, commercial, or private interests if disseminated to persons who do not need the information to perform their jobs or other DOE-authorized activities.

(ii) Fall under at least one of eight Freedom of Information Act (FOIA) exemptions (3 – 9). These exemptions describe types of information whose unauthorized dissemination could damage Governmental, commercial, or private interests.

Additionally, the following rules apply to OUO information on the

SPR:

(i) Access to OUO information is granted on a valid need-to-know basis.

(ii) OUO documents are properly marked with the words, “Official Use Only” on the bottom of each page of the document containing OUO information.

(iii) Unattended OUO material is stored out of sight when not in use or person enters the area without the need-to-know.

(iv) OUO documents are placed in a double-wrapped envelope when transmitted through the U.S. mail.

(v) OUO documents are shred prior to discarding or placed inside the locked shred bins located throughout the SPR.

The SPR creates and maintains Unclassified Controlled Information. Unclassified Controlled Information is information for which disclosure, loss, misuse, alteration, or destruction could adversely affect national security or Governmental interests. National security interests are those Unclassified matters that relate to the national defense or foreign relations of the U.S. Government.

SPR Unclassified Controlled Information is categorized as Governmental interests. Governmental interests are those related, but not limited to, the wide range of Government or Government-derived economic, human, financial, industrial, agriculture, technological, and law-enforcement information, as well as the privacy or confidentially of personal or commercial proprietary information provided the U.S. Government by its citizens. This type of information may not be published on the Internet.

(9) Reporting Security Incidents/Concerns

Any security incident in which the security of the SPR is jeopardized should be immediately reported to the Protective Force, the individual’s supervisor, and the SSS (at the sites). Examples of these incidents include, but are not limited to the following: suspicious incidents, theft or misuse of Government property, assaults, bomb threats, the introduction of prohibited articles on SPR property, or attempts to gain unauthorized access to sensitive or Classified information.

(10) Identification of Classification Markings

Secret and Confidential levels of National Security Information and Restricted Data are handled and stored by the SPR. All documents are protected according to DOE Orders and policies. The documents are marked either Secret or Confidential at the top and bottom of the cover sheet and on each page of the document. The protection strategy limits access to this information through application of the access authorization program, need-to-know determination, positive personal identification and access control, intrusion detection, and an armed response capability. If any SPR employee discovers Classified material that is not properly secured, the employee must take control of the material and contact the Security Department immediately.

(11) Personal Identity Verification (PIV)

The DOE security badge serves as the identification credential for HSPD-12 which relates to the secure and reliable identification of DOE Federal and Contractor employees. HSPD-12 requirements are being instituted incrementally within DOE beginning with the incorporation of HSPD-12 identity proofing procedures into the current issuance process for DOE security badges. The following instructions apply to all SPR personnel who require a DOE security badge.

(i) Security badges can only be issued to individuals whose identity has been verified via:

(A) presentation of two original source documents; and,

(B) a completed background investigation.

(ii) No individual known or suspected by the Government as being a terrorist may be issued a security badge.

(iii) Expired or invalidated security badges must be immediately revoked and confiscated.

A request for a security clearance is submitted after it is determined that the duties of a position require access to Classified information. A full background investigation is conducted on all personnel who request a security clearance to determine the applicant’s suitability. Security clearances are granted by DOE Headquarters after favorable completion of a thorough investigation by the Office of Personnel Management. SPR employees must report any event

that could influence the granting of a security clearance to M&O Security.

(12) Security Services Subcontractor

The security services Subcontractor is responsible for protecting SPR personnel, equipment, and resources. The Protective Force consists of uniformed and armed security police officers that enforce access control procedures. They are Federal police officers who possess Federal firearms and arrest authority. Their Federal credentials are issued upon successful completion of required training and receipt of a DOE security clearance. Federal credentials are kept in the security police officer's possession when armed and on duty. Additionally, the Protective Force maintains a highly trained canine force for use at all SPR sites, including New Orleans. The Protective Force may deny entry to an SPR facility to anyone not on official business or when that person:

(i) appears to be under the influence of alcohol or drugs;

(ii) refuses to submit to an inspection;

(iii) possesses contraband or prohibited items;

(iv) possesses a DOE security badge identified on the Lost Badge List, or is listed on the Entry Control List as a “Denied Entry”;

(v) they do not have identification that proves their identity;

(vi) the DOE security badge has been modified or the person’s picture does not look like the person in possession of the badge.

(13) Vehicle Control

Offsite parking for personal vehicles is available at each of the SPR sites (excluding New Orleans) for employees and visitors. Under special circumstances, some vehicles are allowed to drive onto an SPR site after approval by the Site Director, or his designee. All vehicles that will be driven onto an SPR site will be searched by the Protective Force. Vehicles entering an SPR site are required to display appropriate SPR vehicle passes with the following exceptions:

(i) U.S. Government vehicles bearing official license plates or markings;

(ii) Emergency vehicles;

(iii) Rental vehicles when in use by DOE badged personnel on official business. (The rental agreement must be displayed on the dashboard while the vehicle is on site.)

Five is the maximum number of “Escort Required” personnel that one person may escort at any time, unless the escorted personnel are in a single vehicle such as a van or bus, or in a classroom setting for meetings/instruction. Escorts are authorized to lead multiple contract vehicles (convoy) to their authorized work location on SPR facilities upon completion of a 100% Security inspection of Contractor vehicles and personnel, and verbal confirmation from Security that those inspections are complete and satisfactory. There must be an escort in the front and rear of these convoys if there are more than five vehicles involved. Personnel must coordinate with the SSS to obtain the prior approval of the Senior Site Representative (SSR) and the Site Director (SD) or their designee, for a temporary change to the escort ratio. The SSS will maintain written documentation of that approval.

New Orleans SPR employees who require parking in the reserved parking spaces allotted to the 900 Commerce Road East, 850 South Clearview Parkway, and the New Orleans warehouse complete a Parking Permit Request form. Upon completion of the form, these individuals are issued a proximity wafer. The proximity wafer is used for raising the New Orleans parking lot automatic cantilever bar. It is presented to the access control sensor upon entry. Upon exit, vehicles pass over a sensor loop, which activates the outbound cantilever bar.

(14) Inspections

Personnel and vehicles entering and departing SPR premises are subject to a random inspection by the Protective Force. Pre-entry contraband inspections are conducted at the entry point to prevent the introduction of contraband and prohibited articles on the SPR. Generally, a prohibited item declared or found will result in a denied entry. If an illegal item is found (e.g. illicit drugs, etc.), the individual will be detained for arrest by local law enforcement. In addition, declaration or discovery of a firearm at the entry point will result in a denied entry. Additionally, the following items are prohibited on/within SPR property/facilities:

(i) Firearms

(ii) Dangerous Weapons

(iii) Explosives

(iv) Other articles prohibited by law

Incoming and outgoing personnel inspections of up to and including 100 percent may be instituted. When directed, the SSS institutes inspections at the designated rate for incoming and outgoing vehicles and hand-carried items for increased security conditions SPR-wide.

Visitors entering facilities in vehicles or having hand-carried items in their possession must submit to an inspection of the vehicle or hand-carried item. Refusal to submit to an inspection will result in the denial of the vehicle or hand-carried item from being allowed entry to DOE property.

(15) Security Conditions

The SPR also has developed and maintained an SPR-specific system that incorporates the DHS Advisory System which includes a predetermined set of site-specific defensive measures to be taken at the direction of the DOE project manager to protect against a potential or ongoing threat. These measures are also progressive in nature and may be applied in unison or selectively to establish the appropriate defensive posture required countering the threat expectation.

(i) Green. This security condition indicates normal day-to-day operations.

(ii) Blue. This security condition indicates there is an increased general threat of possible terrorist activity against personnel and facilities (threat low).

(iii) Yellow. This security condition indicates minimum-security conditions required to support SPR operations for Alert Level III in the Drawdown Management Plan (threat medium).

(iv) Orange. This security condition indicates intelligence information identifies hostile elements are actively preparing for action and there is an immediate threat to the SPR (threat high).

(v) Red. This security condition applies when an attack has occurred or is currently underway (threat critical).

Each security condition may be described with an enhanced level of readiness. There will be an increase in the state of alertness, coupled with an increase in the frequency of checks of SPR facilities identified as critical for drawdown.

(16) Physical Security

The Physical Security Program establishes, operates, and maintains detection systems and barriers to protect the SPR. Systems in place at the sites include perimeter and internal area circulation controls, barriers, alarms, and closed circuit television. X-Ray and metal detectors are in place in New Orleans. The following defines SPR areas.

(i) Property Protection Area - a non-alarmed area that is physically and legally delineated by the perimeter for the protection of DOE property (existing site security perimeters and the New Orleans administrative buildings, BC brine disposal wells, and offsite pipeline valve stations).

(ii) Exclusion Area - an alarmed area established for the protection of Classified matter where mere access to the area would result in access to Classified matter. The DOE Communications Security (COMSEC) Facility is the only Exclusion area at the SPR. SPR COMSEC Facility employees escort all visitors when inside the DOE COMSEC Facility.

(iii) National Critical Infrastructure and Key Assets are Property Protection Areas with a priority “A” designation, requiring enhanced protection.

(17) Cyber Security

The Cyber Security Program protects Classified and Unclassified cyber security systems. The Cyber Security Program Plan provides reasonable precautions to protect computer hardware, software, and Privacy Act information from physical hazards and to prevent the loss of data or security compromise of Unclassified sensitive information contained in the computer. The following regulations must be followed when using SPR computer equipment:

(i) Protect passwords and other user authentication credentials (e.g., RSA token, PIV cards, etc.).

(ii) Properly secure computer equipment and software when not in use.

(iii) Report any misuse of computer terminals and related equipment.

(iv) Ensure that only data, programs, and models that are pertinent and necessary to the project or related to the work are being processed or used.

(v) Report any loss of laptops or other government furnished information technology equipment.

(vi) Report the loss or misuse of Personally Identifiable Information (PII) or other sensitive information.

(18) Operations Security (OPSEC)/Counterintelligence (CI)

The OPSEC and CI Programs provide guidance in countering hostile intelligence efforts, both foreign and domestic, that seek SPR information. OPSEC is a program designed to disrupt or defeat the ability of foreign intelligence or other adversaries to exploit sensitive SPR activities or information and to prevent the unauthorized disclosure of such information. OPSEC refers to operational measures developed and implemented to strengthen the physical security, information security, personnel security, and communications security programs. OPSEC implements counterintelligence, computer security, and technical security methodologies in order to eliminate or control vulnerabilities that impact Classified information protection measures.

The CI Program provides employees with information on how to detect, counteract, and prevent espionage, sabotage, and international terrorist activities. The CI Program also ensures that through the Security Awareness Program, SPR employees are aware of their responsibilities to report any contact with foreign nationals regarding sensitive subjects, Classified information, or requests for sensitive Unclassified information.

Because of the potential danger involved with foreign travel, all official foreign travel must be reported to M&O Security. Travelers may obtain additional information on the SPR Intranet, under Security and then Foreign Travel.

The briefing informs employees who propose travel to sensitive countries about intelligence gathering methods they may be exposed to and about available defensive measures. This briefing is also available for unofficial foreign travel.

(19) Substance Abuse Policies

Substance abuse poses risks to the health and safety of employees, as well as to DOE's national security responsibilities. DOE participates in the federal effort to achieve a workplace free from substance abuse. This effort is designed to help abusers, as well as to meet the SPR's responsibilities to safeguard sensitive information.

DOE's objective in seeking a drug-free workplace is to maintain a safe and secure environment for employees while recognizing and respecting their privacy and legal rights. The use, sale, trafficking, transfer, or possession of substances or drugs listed in the schedule of controlled substances contained in the Controlled Substances Act of 1970 (e.g., hallucinogens including marijuana and opium derivatives) is prohibited. This prohibition applies to DOE and DOE Contractor employees both on and off duty.

Employee Assistance Programs offer counseling, referral, and educational services concerning illegal drug use, alcohol abuse, and other medical, mental, emotional, or personal problems of employees, particularly those which adversely affect behavior and job performance. (Because there are different Employee Assistance Programs for each company and site, the employee may request instructions on how to contact the Employee Assistance Program for his/her employer.)

H.20 SPR-H-004 PROHIBITION AGAINST WORK FOR ANY SPR PRIME CONTRACTORS AND SUBCONTRACTORS

The Contractor agrees, upon assumption of its full contract responsibilities, he will not perform any work for any other SPR prime Contractor or subcontract at any time during this contract, unless approved, in writing, by the Contracting Officer.

H.21 SPR-H-005 CYBER SECURITY REQUIREMENTS

(a) General Computing System Use Policies. DOE policies as well as the IT policies defined at the SPR are intended to protect computer hardware, software, and data from unauthorized access, intentional compromise or destruction, and inadvertent damage. All users including Contractor staff are responsible for the protection of computer resources located in their work areas and those computer resources assigned by the SPR to the user. The following computer security requirements apply to all computer users at the SPR.

(b) Computer Access Request (Including Foreign National Special Requirements). Before any request can be processed the individual needs to have a DOE ID badge or PIV (Personal Identification Verification) card. In order to be assigned a user ID and be allowed access to the SPR computers and network, the person's manager must submit a computer access request or by using the SPR User Management System. The person must also complete the SPRPMO Rules of Behavior, as well as the annual cyber security awareness training. If the individual is a foreign national, they must fill out a "Foreign National Request" through the Security Department and be properly vetted before being granted access to SPR information systems or data.

(c) Password and use authentication credentials. Your assigned login ID, password, and other use authentication credentials (e.g., RSA tokens, PIV cards, etc.) are for your use only. Your password and authorized credentials are not to be disclosed to anyone. You are responsible for all computer work processed under your assigned logon ID. Log off your computer when the session is completed. Do not leave unattended equipment logged into application systems. Passwords must be changed according to current SPRPMO password policies, changed immediately after an actual or suspected compromise, and changed on direction from management. However, you should change your password regularly to reduce the risk of compromise. Easily compromised passwords put the SPR network at serious risk of outside intrusion. Password requirements include:

(1) Passwords are at least 14 characters in length and must contain at least three types of characters identified below:

- uppercase letters such as A, B, C
- lowercase letters such as a, b, c
- numerals such as 1, 2, 3
- special characters such as $, ?, &
- alt characters such as µ, £, Æ

(2) Passwords do not contain the user identification (userid).

(3) Passwords do not contain any common English dictionary word, spelled forward or backwards (except words of three or fewer characters).

(4) Passwords do not employ common names.

(5) Passwords do not contain any commonly used numbers (e.g., the employee serial number, Social Security number, birth date, phone number) associated with the user of the password.

(6) Passwords do not contain any simple pattern of letters or numbers, such as “qwertyxx” or “xyz123xx.”

(d) User Responsibilities and Prohibited Use. Users must comply with End-User Rules of Behavior defined in Appendix E of the applicable System Security Plan (SSP) for the SPR system being accessed. Users must attend annual computer security awareness briefings. Users must not disable any security features or alter system configurations. Users shall not download or install any peer-to-peer software. Computers are to be used for SPR work-related purposes only. The personal use of SPR computer resources, including computer games, work for non-profit organizations, and personal work, is prohibited. All software used at the SPR must be acquired through approved project sources and must be used according to license agreements. Users shall not download executable files from the Internet unless authorized in writing by the IS manager. There is a zero tolerance policy for inappropriate use of the Internet such as accessing pornographic or gambling websites. Users should not attempt to access systems or information for which they are not authorized. Security violations are logged and reviewed by the security administrator.

(e) Personally Identifiable Information. Users shall not store or transmit Protected Personally Identifiable Information (PII) on portable/mobile devices or on removable media, or remotely access Protected PII on government systems without specific approval of the Authorizing Official (AO).

Personally Identifiable Information is defined as: Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual’s identity, such as their name, social security number, date and place of birth, mother’s maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual.

(f) Remote Access. Users shall only do remote access to SPRPMO systems using two-factor authentication with SPRPMO supplied credentials. Remote access to protected PII on government systems must be approved in writing by the AO. Remote access is any access to an organizational information system by a user (or an information system) communicating through an external, non-organization-controlled network (e.g., the Internet).

(g) Restriction on the Use of Portable/Removable Media. SPRPMO policy is to restrict the use of portable and removable media to access, collect, create, process, transmit, disseminate, or store SPR information within and outside SPR security areas. Use of portable and removable media to store or

transfer SPR electronic information will be considered the exception rather than the normal operating procedure. Only SPR-issued portable and removable media are allowed to be connected to SPR information systems or networks. Use of Personally Owned Devices (PODs) is not allowed on SPR information systems without prior written approval of the ISSM (Information System Security Manager) or the SPR AO. SPR sensitive Unclassified information (SUI) including Official Use Only (OUO) and protected PII on portable and removable media must be encrypted using a certified FIPS 140-2 Level 1 or higher encryption technology. Encryption keys must be made available on request to the SPR ISSM within five business days for cyber security incident investigations. Protected PII may not be stored on portable or removable media without prior written consent of the SPR AO. Portable and removable media used for SUI must be purged or degaussed when the data is no longer needed or before release to unauthorized persons. If purging/degaussing is not possible, destruction of the media is required.

Portable removable media include, but are not limited to: handheld PDA devices, cell phones, and storage devices such as flash memory (memory sticks), flash cards, portable hard drives, digital music players, CD-RW disks, DVD-RW disks and floppy disks.

Restriction on the Use of Cellular Technology. SPRPMO policy is to restrict the use of cellular wireless communications technology to access SPR information system assets or data. Cellular technology must be physically removed or disabled before connecting directly via hard-wire connection to any SPR information system or network. Only cellular technology issued by the SPR Data Systems Department may be used to access SPR information system resources. Cellular technology may not be used in SPR Classified areas. Prior written consent of the SPR AO is required for any deviation to the authorized uses of cellular technology. Cellular phones may be used on SPR property but must not be directly connected to any SPR information system resource using cabling of any type.

PART II – CONTRACT CLAUSES

The following additional clauses apply:

Clauses Incorporated by Reference:

I.1 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

I.2 FAR 52.214-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

I.3 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (MAY 2014)

I.4 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

I.5 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

I.6 FAR 52.223-10 WASTE REDUCTION (MAY 2011)

I.7 FAR 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007)

I.8 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.9 FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

I.10 FAR 52.232-25 PROMPT PAYMENT (JUL 2013)

I.11 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

I.12 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

I.13 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

I.14 DEAR 952.202-1 DEFINITIONS

I.15 DEAR 952.204-2 SECURITY (MAR 2011)

I.16 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

I.17 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

I.18 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

I.19 DEAR 952.208-70 PRINTING (APR 1984)

I.20 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)

I.21 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

I.22 DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)

Incorporated in Full Text:

I.23 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) Definition.
United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites -

(i) any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause, and

(ii) any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

DOE Hotline Poster: Obtain from http://energy.gov/ig/downloads/office-inspector-general-hotline-poster

[If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any

required DHS posters.]

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5.5 million, except when the subcontract -

(1) is for the acquisition of a commercial item, or

(2) is performed entirely outside the United States.

I.24 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) *Service employee*, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or Subcontractor and such persons.

(b) The Contractor and its Subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its Subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any Subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its Subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its Subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with

particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor Contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c) (1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any Subcontractors (i) may employ under this contract any service employee who has worked for the Contractor or Subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor Contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor Contractor whom the Contractor or any of its Subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or Subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (*e.g.,* it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or Subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or Subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d) (1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor Contractors or their Subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their Subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor Contractor, and, if requested, to employees of the predecessor Contractor or Subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor Contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be-

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery

receipt or some other reliable confirmation that the intended recipient received the notice.

(e) (1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their Subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor Contractor, and, if requested, to employees of the predecessor Contractor or Subcontractors or their authorized representatives.

(f) The Contractor and Subcontractor shall maintain the following records (regardless of format, *e.g.*, paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the

Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: *displaced@dol.gov*.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its Subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its Subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a Subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law

Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) *Subcontracts*. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures –

(1) that each Subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor Subcontractor or Subcontractors working under this contract, as well as of a predecessor Contractor and its Subcontractors;

(2) that the Subcontractor will provide the Contractor with the information about the service employees of the Subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) the recordkeeping requirements of paragraph (f) of this clause.

I.25 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Classification	Hourly Monetary Wage	Fringe Benefit
GS-9 Security Administrative Assistant	$26.59	$9.64
GS-9 Information Publisher, Lead	$26.59	$9.64
GS-7 Information Publisher	$21.74	$7.88
GS-9 Budget Assistant	$26.59	$9.64
GS-5 Mail Assistant	$17.55	$6.36

GS-5 Reproduction Assistant	$17.55	$6.36

I.26 FAR 52.244-2 SUBCONTRACTS (OCT 2010)

(a) *Definitions*. As used in this clause-
"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).
"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.
"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a Subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) is fixed-price and exceeds-

(i) for a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or five percent of the total estimated cost of the contract, or

(ii) for a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or five percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: All.

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed Subcontractor.

(iv) The proposed subcontract price.

(v) The Subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The Subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) the principal elements of the subcontract price negotiations;

(B) the most significant considerations controlling establishment of initial or revised prices;

(C) the reason certified cost or pricing data were or were not required;

(D) the extent, if any, to which the Contractor did not rely on the Subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) the extent to which it was recognized in the negotiation that the Subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the Subcontractor; and the effect of any such defective data on the total price negotiated;

(F) the reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) a complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) of the acceptability of any subcontract terms or conditions;

(2) of the allowability of any cost under this contract; or

(3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4 (c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: *N/A*

I.27 DEAR 952.215-70 KEY PERSONNEL (DEC 2000)

(a) The personnel listed below or elsewhere in this contract (Section J, Attachment 6) 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, 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.

PART III SECTION J
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment Number	Attachment Title
J.1	Performance Requirements
J.2	Government Furnished Property/Equipment/Software
J.3	DOE/SPRPMO Directives
J.4	Service Contract Labor Standards Wage Determinations
J.5	Deliverables/Reporting Requirements
J.6	Key Personnel

SECTION J

ATTACHMENT 1

PERFORMANCE REQUIREMENTS

Performance Objective	Performance Threshold	Method of Surveillance
Quality		
Contractor assures customer satisfaction without any verified formal customer complaints.	No more than two (2) verified formal customer complaints/contract discrepancy reports per year. The contractor must resolve customer complaints within ten (10) working days of receipt.	Validated Customer Complaint
Products (including, but not limited to reports and deliverables) meet customer expectations.	No more than two (2) sets of corrections required on any product.	Periodic Review
Actively participates in DOE activities / meetings and provides accurate, value-added technical insight / guidance and support to the DOE.	Mandatory meetings are supported by appropriate personnel with two (2) missed meetings per year, unless approved by DOE.	Periodic Review
Business Relations		
Provide responsive personnel management / direction to provide timely responses to contingencies, modifications, and taskings.	Clear, consistent, and accurately written or verbal responses and / or acknowledgement within one (1) working day or suspense as specified by the COR.	Random Sampling
Schedule		
Timely submission of Deliverables/Reporting Requirements. (See Section J, Attachment 5)	a. No more than one (1) late document per month. b. All corrections must be submitted within one (1) business day of revised suspense.	Periodic Review
Quality of deliverables	No more than two (2) sets of corrections required on any product. All corrections must be submitted within one (1) working day of the revised suspense.	Periodic Review

Performance Objective	Performance Threshold	Method of Surveillance
Key Personnel		
Provide qualified personnel at task order start.	Performance is acceptable when a. qualified personnel are on the job at task order start unless previously negotiated by the Contracting Officer; and b. the mission is not impacted due to position vacancies or personnel qualifications.	100% Inspection
Replace / substitute personnel.	Performance is acceptable when a. vacancies are filled with qualified personnel within 20 days of vacancy, unless approved in writing or otherwise directed in advance by the Contracting Officer; and b. there is no mission impact due to position vacancies or unqualified personnel.	100% Inspection
Applicable personnel possess required security clearances.	100% of contractor personnel who are required to have a security clearance possess and maintain an active security clearance.	100 % Inspection

SECTION J

ATTACHMENT 2

GOVERNMENT-FURNISHED PROPERTY/EQUIPMENT

Below is the current list of Government Furnished Property/Equipment provided to the Management and Technical Support Service contractor.

COMPUTER EQUIPMENT	QTY	TAG#
SCANNERS	**1**	
HP Scan Jet	1	5015460
PRINTERS	**4**	
HP Laser Jet 9040	1	5017418
HP Laser Jet 5525dn	1	5020928
HP Laser Jet 2055dtn	1	5018976
HP Laser Jet 700M712	1	5021574
PERSONAL COMPUTING DEVICES	**52**	
Laptop Workstation	1	5018300
Laptop Workstation	1	5018255
Desktop Workstation Conference Room	1	5016399
Laptop Workstation	1	5018248
Laptop Workstation	1	5018320
Laptop Workstation	1	5018219
Laptop Workstation	1	5018214
Laptop Workstation	1	5018213
Laptop Workstation	1	5018252
Laptop Workstation	1	5018235
Laptop Workstation	1	5018236
Laptop Workstation	1	5018279
Laptop Workstation	1	5018325
Laptop Workstation	1	5018269
Laptop Workstation	1	5018301
Laptop Workstation	1	5018297

PERSONAL COMPUTING DEVICES	QTY	*TAG#*
Laptop Workstation	1	5018212
Laptop Workstation	1	5018247
Laptop Workstation	1	5018328
Laptop Workstation	1	5018282
Laptop Workstation	1	5018286
Laptop Workstation	1	5018227
Laptop Workstation	1	5018334
Laptop Workstation	1	5018323
Laptop Workstation	1	5018216
Laptop Workstation	1	5018260
Laptop Workstation	1	5018317
Tablet Surface Pro 3	1	5021428
Tablet Surface Pro 3	1	5021461
Tablet Surface Pro 3	1	5021471
Tablet Surface Pro 3	1	5021475
Tablet Surface Pro 3	1	5021511
Tablet Surface Pro 3	1	5021515
Tablet Surface Pro 3	1	5021589
Tablet Surface Pro 3	1	5021590
Tablet Surface Pro 3	1	5021591
Tablet Surface Pro 3	1	5021592
Tablet Surface Pro 3	1	5021593
Tablet Surface Pro 3	1	5021594
Tablet Surface Pro 3	1	5021595
Tablet Surface Pro 3	1	5021596
Tablet Surface Pro 3	1	5021597
Tablet Surface Pro 3	1	5021598
Tablet Surface Pro 3	1	5021599
Tablet Surface Pro 3	1	5021600
Tablet Surface Pro 3	1	5021601
Tablet Surface Pro 3	1	5021603
Tablet Surface Pro 3	1	5021605
Tablet Surface Pro 3	1	5021606
Tablet Surface Pro 3	1	5021607
Tablet Surface Pro 3	1	5021608
Tablet Surface Pro 3	1	5021465

GOVERNMENT-FURNISHED PROPERTY/EQUIPMENT (Continued)		
OTHER EQUIPMENT	**QTY**	***TAG#***
Binder, Electric (005421)	1	5023211
Fax Machine	1	5020748
Hole Punch, Electric	1	5015695
Postage Machine, Pitney Bowes	1	Leased
Postage Scale, Pitney Bowes	1	Leased
Scale, weight, floor model (Pelouze)	1	
Shredder HSM 386.2	1	5016305
Shredder, Whitaker	1	5014130
Time and Date Stamp Machine	1	5016027
Ricoh Multi-Function Device (Print, Scan, Fax, Copy	1	Leased
Xerox Color Qube 9302 (Mail Room)	1	5020901
52-Inch Sharp Monitor with Remote	1	5019443
HTC One (M8) Phone	1	
Microsoft Lumia 950 Phone	9	
Secure ID Tokens	27	
Camera, Canon	1	5020947
Camera, Canon	1	5020948

The following software is provided to the Management and Technical Support Services contractor to support the Department of Energy, Strategic Petroleum Reserve.

PART DESCRIPTION	CUSTOM DEVELOPMENT/COMMERCIAL OFF THE SHELF	swinstall
Adobe Acrobat Professional 9	COTS	Local
Adobe Acrobat Standard 9	COTS	CITRIX
Adobe Illustrator CS3	COTS	Local
Adobe Reader	COTS	CITRIX
AT&T Communications Manager 7.00.0058	COTS	Local
Cisco System VPN Client 4.0 Rel	COTS	Local
Compose 4.02	COTS	Local
Entrust 7.0 w/ICE, Version 1.0	COTS	Local
FDS Oracle JInitiator, Version 1.3.1.22	Custom Application	CITRIX
FlashPoint	COTS	Local
Internet Explorer	COTS	CITRIX
K2 Black Pearl	COTS	Local
K2.net Studio	COTS	CITRIX
OmniPage 16 Professional	COTS	Local
PaperPort	COTS	Local
ScoreCard Web Client	COTS	CITRIX
PDF Converter 2 for Microsoft Word	COTS	Local
Photoshop Elements Version 8.0	COTS	CITRIX
Printing & Publication Automated Field Input 10/05	COTS	Local
Printing & Publishing 3 Year Site Plans	COTS	Local
Project 2010	COTS	CITRIX
Quality Companion Version 3.2 (Quantity 1)	COTS	CITRIX
Redax 2.5	COTS	Local
SAP	COTS	CITRIX
SharePoint Designer 2010	COTS	Local
Shipment Mobility Accountability	COTS	CITRIX

PART DESCRIPTION	CUSTOM DEVELOPMENT/COMMERCIAL OFF THE SHELF	swinstall
Collection System		
Visio 2010	COTS	CITRIX
Visual Studio 2005 Team Edition Software Developer	COTS	Local
PADS – Oracle JInitiator 1.3.1.26	Custom Application	CITRIX
BEARS	Custom Application	CITRIX
CCTA – Construction Cost Tracking Application 3.0	Custom Application	CITRIX
Departmental Audit Report Tracking 3.0 (DARTS)	Custom Application	CITRIX
CONCUR	Custom Application	CITRIX
MINITAB 15	Custom Application	CITRIX
Records Management (RMS)	Custom Application	CITRIX
STARS – Oracle JInitiator 1.3.1.26	Custom Application	CITRIX
STRIPES	Custom Application	CITRIX
Task Identification Planning Sheet 2.4 (TIPS)	Custom Application	CITRIX
SCCM	COTS	Local
Windows 7	COTS	Local
Windows 8.1	COTS	Local
Windows 10	COTS	Local
Office 365	COTS	Cloud
Advance Threat Pulse	COTS	Local
Intune	COTS	Local

SECTION J
ATTACHMENT 3
APPLICABLE DIRECTIVES

Documents are available at:
DOE Directives at: https://www.directives.doe.gov.
SPRPMO Directives at: https://myspr.spr.doe.gov/DC/Directives/Forms/SPR%20Publications.aspx

Document/Directive	Date	Title
DOE O 142.3A Chg. 1	10/14/10 01/18/17	Unclassified Foreign Visits and Assignments
DOE O 150.1A	03/31/14	Continuity Programs
DOE O 442.2 Chg. 1	7/29/11 10/04/16	Differing Professional Opinions for Technical Issues involving ES&H Technical Concerns
DOE O 470.4B Chg. 1 Chg. 2	07/21/11 02/15/13 01/17/17	Safeguards and Security Program
DOE O 471.3 Admin Chg. 1	04/09/03 01/13/11	Identifying and Protection Official Use Only Information
DOE M 471.3-1 Admin Chg. 1	04/09/03 01/13/11	Manual for Identifying and Protecting Official Use Only Information
DOE O 472.2 Admin Chg. 1 Chg. 1	07/21/11 10/08/13 07/09/14	Personnel Security
DOE O 475.2B	10/03/14	Identifying Classified Information
DOE O 580.1A Adm. Chg. 1	03/30/12 10/22/12	Personal Property Management Program
SPRPMO O 206.2	06/02/16	Multifactor Authentication
SPRPMO O 206.4A	02/02/15	Background Checks and Badging
SPRPMO O 210.1A	09/22/06	Milestone Control
SPRPMO O 440.4	08/16/07	Policy on Preventing Workplace Violence
SPRPMO O 470.4A	03/14/16	SPRPMO Security Order
SPRPMO O 471.2	01/08/14	Reporting Security Incidents (Including Cyber Security)

SECTION J

ATTACHMENT 4

SERVICE CONTRACT LABOR STANDARDS (SCLS) WAGE DETERMINATION

The SCLS Wage Determination (WD) applicable to this Management and Technical Support Services Task Order for the period November 1, 2019 through October 31, 2020, is: WD No: 2015-5189, Revision No. 14, dated 07/16/19. (WD attached)

(Note: FAR 22.1012-1, Prevailing Wage Determinations, is applicable to some labor categories under this task order and, if required, the WD cited above may be revised.)

A revised WD will be incorporated annually into the task order by bilateral modification for subsequent periods.

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5189
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Note: Under Executive Order (EO) 13658 an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Louisiana

Area: Louisiana Parishes of Jefferson Orleans Plaquemines Saint John The Baptist St Bernard St Charles St Tammany

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.31
01012 - Accounting Clerk II		16.06
01013 - Accounting Clerk III		17.97
01020 - Administrative Assistant		23.95
01035 - Court Reporter		22.30
01041 - Customer Service Representative I		11.98
01042 - Customer Service Representative II		13.46
01043 - Customer Service Representative III		14.69
01051 - Data Entry Operator I		12.32
01052 - Data Entry Operator II		13.68
01060 - Dispatcher Motor Vehicle		18.12
01070 - Document Preparation Clerk		17.50

01090 - Duplicating Machine Operator	17.50
01111 - General Clerk I	11.58
01112 - General Clerk II	12.63
01113 - General Clerk III	14.18
01120 - Housing Referral Assistant	21.88
01141 - Messenger Courier	13.61
01191 - Order Clerk I	14.80
01192 - Order Clerk II	16.15
01261 - Personnel Assistant (Employment) I	15.79
01262 - Personnel Assistant (Employment) II	18.12
01263 - Personnel Assistant (Employment) III	19.97
01270 - Production Control Clerk	27.15
01290 - Rental Clerk	14.11
01300 - Scheduler Maintenance	17.56
01311 - Secretary I	17.56
01312 - Secretary II	19.49
01313 - Secretary III	21.88
01320 - Service Order Dispatcher	16.02
01410 - Supply Technician	23.95
01420 - Survey Worker	15.82
01460 - Switchboard Operator/Receptionist	11.72
01531 - Travel Clerk I	15.53
01532 - Travel Clerk II	16.60
01533 - Travel Clerk III	17.52
01611 - Word Processor I	14.07
01612 - Word Processor II	15.79
01613 - Word Processor III	17.67
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.97
05010 - Automotive Electrician	18.40
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.20
05110 - Mobile Equipment Servicer	14.80
05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	12.78
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.43
07041 - Cook I	10.97
07042 - Cook II	12.91
07070 - Dishwasher	9.11
07130 - Food Service Worker	8.84
07210 - Meat Cutter	14.52
07260 - Waiter/Waitress	8.73
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.41
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	17.41
09090 - Furniture Refinisher Helper	13.26
09110 - Furniture Repairer Minor	15.60
09130 - Upholsterer	17.41
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.05
11060 - Elevator Operator	10.48
11090 - Gardener	15.75

11122 - Housekeeping Aide	10.48
11150 - Janitor	10.48
11210 - Laborer Grounds Maintenance	11.56
11240 - Maid or Houseman	10.46
11260 - Pruner	10.17
11270 - Tractor Operator	14.33
11330 - Trail Maintenance Worker	11.56
11360 - Window Cleaner	11.94
12000 - Health Occupations	
12010 - Ambulance Driver	21.29
12011 - Breath Alcohol Technician	21.29
12012 - Certified Occupational Therapist Assistant	24.61
12015 - Certified Physical Therapist Assistant	24.61
12020 - Dental Assistant	15.98
12025 - Dental Hygienist	29.85
12030 - EKG Technician	24.65
12035 - Electroneurodiagnostic Technologist	24.65
12040 - Emergency Medical Technician	21.29
12071 - Licensed Practical Nurse I	16.26
12072 - Licensed Practical Nurse II	18.20
12073 - Licensed Practical Nurse III	20.28
12100 - Medical Assistant	14.37
12130 - Medical Laboratory Technician	21.13
12160 - Medical Record Clerk	15.34
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	15.25
12210 - Nuclear Medicine Technologist	32.58
12221 - Nursing Assistant I	11.30
12222 - Nursing Assistant II	12.70
12223 - Nursing Assistant III	13.86
12224 - Nursing Assistant IV	15.56
12235 - Optical Dispenser	16.47
12236 - Optical Technician	16.86
12250 - Pharmacy Technician	15.02
12280 - Phlebotomist	16.08
12305 - Radiologic Technologist	26.36
12311 - Registered Nurse I	26.17
12312 - Registered Nurse II	33.59
12313 - Registered Nurse II Specialist	33.59
12314 - Registered Nurse III	40.65
12315 - Registered Nurse III Anesthetist	40.65
12316 - Registered Nurse IV	48.72
12317 - Scheduler (Drug and Alcohol Testing)	26.37
12320 - Substance Abuse Treatment Counselor	18.88
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.62
13012 - Exhibits Specialist II	23.06
13013 - Exhibits Specialist III	28.21
13041 - Illustrator I	19.27
13042 - Illustrator II	23.87
13043 - Illustrator III	29.20
13047 - Librarian	26.44
13050 - Library Aide/Clerk	13.00
13054 - Library Information Technology Systems Administrator	23.87
13058 - Library Technician	15.71
13061 - Media Specialist I	17.23
13062 - Media Specialist II	19.27
13063 - Media Specialist III	21.49
13071 - Photographer I	14.95
13072 - Photographer II	17.10
13073 - Photographer III	21.18

13074 - Photographer IV		25.92
13075 - Photographer V		31.36
13090 - Technical Order Library Clerk		15.11
13110 - Video Teleconference Technician		23.20
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.55
14042 - Computer Operator II		17.39
14043 - Computer Operator III		19.40
14044 - Computer Operator IV		21.56
14045 - Computer Operator V		23.86
14071 - Computer Programmer I	(see 1)	21.79
14072 - Computer Programmer II	(see 1)	25.53
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.55
14160 - Personal Computer Support Technician		21.56
14170 - System Support Specialist		28.85
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.11
15020 - Aircrew Training Devices Instructor (Rated)		35.65
15030 - Air Crew Training Devices Instructor (Pilot)		40.77
15050 - Computer Based Training Specialist / Instructor		28.12
15060 - Educational Technologist		23.29
15070 - Flight Instructor (Pilot)		40.77
15080 - Graphic Artist		22.08
15085 - Maintenance Test Pilot Fixed Jet/Prop		39.04
15086 - Maintenance Test Pilot Rotary Wing		39.04
15088 - Non-Maintenance Test/Co-Pilot		39.04
15090 - Technical Instructor		20.08
15095 - Technical Instructor/Course Developer		24.57
15110 - Test Proctor		16.22
15120 - Tutor		16.22
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.38
16030 - Counter Attendant		10.38
16040 - Dry Cleaner		12.95
16070 - Finisher Flatwork Machine		10.38
16090 - Presser Hand		10.38
16110 - Presser Machine Drycleaning		10.38
16130 - Presser Machine Shirts		10.38
16160 - Presser Machine Wearing Apparel Laundry		10.38
16190 - Sewing Machine Operator		13.81
16220 - Tailor		14.65
16250 - Washer Machine		11.24
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.64
19040 - Tool And Die Maker		29.01
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.11
21030 - Material Coordinator		27.76
21040 - Material Expediter		27.76
21050 - Material Handling Laborer		14.29
21071 - Order Filler		11.12
21080 - Production Line Worker (Food Processing)		16.11
21110 - Shipping Packer		14.66
21130 - Shipping/Receiving Clerk		14.66
21140 - Store Worker I		9.87
21150 - Stock Clerk		14.62
21210 - Tools And Parts Attendant		16.11

21410 - Warehouse Specialist	16.11
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.97
23019 - Aircraft Logs and Records Technician	24.10
23021 - Aircraft Mechanic I	30.01
23022 - Aircraft Mechanic II	31.97
23023 - Aircraft Mechanic III	33.92
23040 - Aircraft Mechanic Helper	20.15
23050 - Aircraft Painter	27.53
23060 - Aircraft Servicer	24.10
23070 - Aircraft Survival Flight Equipment Technician	27.53
23080 - Aircraft Worker	26.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.01
23110 - Appliance Mechanic	20.37
23120 - Bicycle Repairer	17.89
23125 - Cable Splicer	25.81
23130 - Carpenter Maintenance	19.75
23140 - Carpet Layer	21.05
23160 - Electrician Maintenance	24.10
23181 - Electronics Technician Maintenance I	29.64
23182 - Electronics Technician Maintenance II	31.88
23183 - Electronics Technician Maintenance III	34.14
23260 - Fabric Worker	19.48
23290 - Fire Alarm System Mechanic	21.04
23310 - Fire Extinguisher Repairer	17.89
23311 - Fuel Distribution System Mechanic	24.83
23312 - Fuel Distribution System Operator	18.32
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	30.01
23381 - Ground Support Equipment Servicer	24.10
23382 - Ground Support Equipment Worker	26.04
23391 - Gunsmith I	17.89
23392 - Gunsmith II	21.05
23393 - Gunsmith III	24.25
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.24
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.62
23430 - Heavy Equipment Mechanic	25.24
23440 - Heavy Equipment Operator	20.19
23460 - Instrument Mechanic	30.80
23465 - Laboratory/Shelter Mechanic	22.64
23470 - Laborer	12.16
23510 - Locksmith	21.25
23530 - Machinery Maintenance Mechanic	25.64
23550 - Machinist Maintenance	24.14
23580 - Maintenance Trades Helper	13.91
23591 - Metrology Technician I	30.80
23592 - Metrology Technician II	32.80
23593 - Metrology Technician III	34.81
23640 - Millwright	27.63
23710 - Office Appliance Repairer	17.73
23760 - Painter Maintenance	18.14
23790 - Pipefitter Maintenance	25.15
23810 - Plumber Maintenance	23.48
23820 - Pneudraulic Systems Mechanic	24.25
23850 - Rigger	22.47
23870 - Scale Mechanic	21.05
23890 - Sheet-Metal Worker Maintenance	22.03

23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	27.53
23932 - Telecommunications Mechanic II	29.33
23950 - Telephone Lineman	21.06
23960 - Welder Combination Maintenance	24.08
23965 - Well Driller	24.25
23970 - Woodcraft Worker	24.25
23980 - Woodworker	17.89
24000 - Personal Needs Occupations	
24550 - Case Manager	15.12
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	9.21
24620 - Family Readiness And Support Services Coordinator	15.12
24630 - Homemaker	15.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.07
25040 - Sewage Plant Operator	18.00
25070 - Stationary Engineer	22.07
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	18.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.66
27007 - Baggage Inspector	12.53
27008 - Corrections Officer	15.25
27010 - Court Security Officer	16.52
27030 - Detection Dog Handler	14.47
27040 - Detention Officer	15.25
27070 - Firefighter	17.56
27101 - Guard I	12.53
27102 - Guard II	14.47
27131 - Police Officer I	20.02
27132 - Police Officer II	22.25
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.91
28042 - Carnival Equipment Repairer	16.38
28043 - Carnival Worker	10.57
28210 - Gate Attendant/Gate Tender	13.10
28310 - Lifeguard	12.10
28350 - Park Attendant (Aide)	14.66
28510 - Recreation Aide/Health Facility Attendant	10.70
28515 - Recreation Specialist	16.92
28630 - Sports Official	11.68
28690 - Swimming Pool Operator	20.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.53
29020 - Hatch Tender	21.53
29030 - Line Handler	21.53
29041 - Stevedore I	19.92
29042 - Stevedore II	23.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	19.63
30022 - Archeological Technician II	21.96
30023 - Archeological Technician III	27.09
30030 - Cartographic Technician	27.22
30040 - Civil Engineering Technician	24.02
30051 - Cryogenic Technician I	29.13
30052 - Cryogenic Technician II	32.17

30061 - Drafter/CAD Operator I		19.63
30062 - Drafter/CAD Operator II		21.96
30063 - Drafter/CAD Operator III		24.49
30064 - Drafter/CAD Operator IV		30.13
30081 - Engineering Technician I		16.09
30082 - Engineering Technician II		18.05
30083 - Engineering Technician III		20.19
30084 - Engineering Technician IV		25.02
30085 - Engineering Technician V		30.61
30086 - Engineering Technician VI		37.03
30090 - Environmental Technician		22.92
30095 - Evidence Control Specialist		26.30
30210 - Laboratory Technician		28.23
30221 - Latent Fingerprint Technician I		28.19
30222 - Latent Fingerprint Technician II		31.15
30240 - Mathematical Technician		27.22
30361 - Paralegal/Legal Assistant I		20.64
30362 - Paralegal/Legal Assistant II		26.00
30363 - Paralegal/Legal Assistant III		31.81
30364 - Paralegal/Legal Assistant IV		38.48
30375 - Petroleum Supply Specialist		32.17
30390 - Photo-Optics Technician		27.22
30395 - Radiation Control Technician		32.17
30461 - Technical Writer I		24.88
30462 - Technical Writer II		30.44
30463 - Technical Writer III		37.68
30491 - Unexploded Ordnance (UXO) Technician I		24.65
30492 - Unexploded Ordnance (UXO) Technician II		29.82
30493 - Unexploded Ordnance (UXO) Technician III		35.74
30494 - Unexploded (UXO) Safety Escort		24.65
30495 - Unexploded (UXO) Sweep Personnel		24.65
30501 - Weather Forecaster I		29.13
30502 - Weather Forecaster II		35.43
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	24.49
30621 - Weather Observer Senior	(see 2)	26.36
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		29.82
31020 - Bus Aide		12.14
31030 - Bus Driver		18.06
31043 - Driver Courier		15.12
31260 - Parking and Lot Attendant		9.46
31290 - Shuttle Bus Driver		16.62
31310 - Taxi Driver		12.27
31361 - Truckdriver Light		16.62
31362 - Truckdriver Medium		18.10
31363 - Truckdriver Heavy		20.58
31364 - Truckdriver Tractor-Trailer		20.58
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.54
99030 - Cashier		9.32
99050 - Desk Clerk		11.13
99095 - Embalmer		21.46
99130 - Flight Follower		24.65
99251 - Laboratory Animal Caretaker I		11.22
99252 - Laboratory Animal Caretaker II		12.33
99260 - Marketing Analyst		23.85
99310 - Mortician		27.18
99410 - Pest Controller		17.16
99510 - Photofinishing Worker		14.97
99710 - Recycling Laborer		17.46
99711 - Recycling Specialist		21.66

99730 - Refuse Collector	15.36
99810 - Sales Clerk	11.60
99820 - School Crossing Guard	12.36
99830 - Survey Party Chief	22.91
99831 - Surveying Aide	16.93
99832 - Surveying Technician	20.82
99840 - Vending Machine Attendant	12.18
99841 - Vending Machine Repairer	16.52
99842 - Vending Machine Repairer Helper	12.18

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.54 per hour up to 40 hours per week or $181.60 per week or $786.93 per month

HEALTH & WELFARE EO 13706: $4.22 per hour up to 40 hours per week or $168.80 per week or $731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization

modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

SECTION J

ATTACHMENT 5

DELIVERABLES

Deliverable	Due Date
Monthly Financial Executive Summary	20th of each month
Annual Benchmarking Report	April 15
Financial Plan Analysis	20th of each month
Monthly and Annual Operating Cost per Barrel	20th of each month
Annual Operating Plan	August 15
Annual non-M&O Budget Request	January 30
Monthly Management Status Report	15th of each month
Monthly M&O Funding Status Report	20th of each month
Cost Accruals	14th workday of each month
Construction Work in Progress Report	Quarterly - 15th workday of the following months: December, March, June, September
Project Assessment Briefing Presentation	Quarterly prior to Project Review - as established for the following months: October, January, April, July
Quarterly Project Assessment Briefing (PAB) Report - Development and Distribution of Project Assessment Briefing	Draft PAB submitted 3 business days prior to delivery date/briefing date. Final PAB submitted 1 business day prior to delivery date/briefing date.
Organize, publish, and distribute Program Review materials	Draft Program Review book is distributed to the Project Management Office 2 business days prior to the dry run. Final Program Review book is distributed 3 business days prior to the Program Review presentation to the Project Management Office and distributed 4 business days prior to the Program Review presentation to the Program Office.
Schedule Project Reviews, including LE 2 Project Reviews, Project Assessments, and Program Reviews, on participants' calendars	30 business days in advance of event. If a change occurs as a result of DOE Direction, the change must be posted and a notification sent to participants by the end of the business day that you are notified of the change, but not later than noon the following business day.
Draft Annual Assurance Memorandum	15 business days before the final is required
Draft Management Representation Letters	15 business days before the final is required
Protection Program Plan Review	60 calendar days after received

Deliverable	Due Date
Security System Project Review	30 calendar days after the review
Process and submit PIV terminations to DOE	2 business days after termination
APM Weekly Activity Report	As set by APMs
Review of Program Documents	Due by the date established by the Director
Meeting Minutes for Technical Assurance Programs	2 business days after meeting or established by TA Directors
On-site Technical Review & Support Materials	Due by the date established by the Director
PCCB Action Item Report	Due 3 business days after PCCB meeting
Process CMCRs in Workflow	Due 5 business days after receipt
Process Milestone Closeout Change Notices in Workflow	Due 5 business days after closeout notification
Information Management Council Meeting Minutes	Due next business day following the meeting
Information Technology Planning Committee Meeting Minutes	Due next business day following the meeting
Network Availability Analysis Workflow Entry	Due weekly on Tuesday
Late Workflow Report	Due the last business day of the month
Project Review Action Items	Due next business day following the meeting
Program Review Action Items	Due next business day following the meeting
Tripartite Action Items	Posted to DAT next day following DOE approval
Public Outreach Plan	October 31
Public Outreach Accomplishments	October 31
Mail Facilities Policies and Procedures	February 28
Continuity of Operations Plan	May 31
Annual Travel, Training, and Conference Attendance Plan	October 1
Travel & Training, and Conference Attendance (Actuals)	Monthly by the 15th
Annual Travel, Training, and Conference Attendance (Contract Year Actuals)	November 15
Project Status Report	Monthly by the 15th
DOE Travel Report	Monthly by the 15th
Initial Draft of the Master Calendar prior to each FY	July 31
Master Calendar for the FY (baseline)	September 30
Printing and Publishing Three-Year Site Plan	Due by date established by HQ
Commercial Printing Plan	Due by date established by HQ
Subcontractor Deliverables	As required by subcontract terms
QASP Monthly Reports	15th of each month
Quarterly QASP Performance Report	20th of each month following the end of the quarter

Deliverable	Due Date
Monthly LE2 Cost Reporting	12th of each month

SECTION J ATTACHMENT 5
U.S. DEPARTMENT OF ENERGY
REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE Management and Technical Support Services	2. IDENTIFICATION NUMBER DE-DT0012003
3. PARTICIPANT NAME AND ADDRESS **Infinity Technology, LLC**	

4. PLANNING AND REPORTING REQUIREMENTS

A. General Management	Frequency
☒ Management Plan	O, A
☒ Status Report	M
☐ Summary Report	
B. Schedule/Labor/Cost	
☐ Milestone Schedule/Plan	
☒ Labor Plan	O, A, Y
☐ Facilities Capital Cost of Money Factors Computation	
☐ Contract Facilities Capital and Cost of Money	
☐ Cost Plan	
☐ Milestone Schedule/Status	
☒ Labor Management Report	M
☐ Cost Management Report	
C. Exception Reports	
☒ Conference Attendance Plan	Y
☐ Hot Line Report	
D. Performance Measurement	
☐ Management Control System Description	
☐ WBS Dictionary	
☐ Index	
☐ Element Definition	
☐ Cost Performance Reports	
☐ Format 1 – WBS Lev. 4	
☐ Format 2 - Function	
☐ Format 3 – Baseline	

E. Financial Incentives	Frequency
☐ Statement of Income and Expense	
☐ Balance Sheet	
☐ Cash Flow Statement	
☐ Statement of Changes in Financial Position	
☐ Loan Drawdown Report	
☐ Operating Budget	
☐ Supplementary Information	
F. Technical	
☐ Notice of Energy RD&D Project (Required with any of the following)	
☐ Technical Progress Report	
☐ Draft for Review	
☐ Final for Approval	
☐ Topical Report	
☐ Final Technical Report	
☐ Draft for Review	
☐ Final for Approval	
☐ Software	
☒ Other (Specify) As Needed	
Property Control Plan	O, A
Quality Control Plan	O, A
Quality Assurance Surveillance Plan	O, A
Safety Plan	O, A
Travel/Training Plan	Y
Travel/Training (to include Conference Attendance) Actuals Report	M

5. FREQUENCY CODES

A – As Required
M – Monthly
S – Semi-Annually
C – Change to Contractual Agreement
O – Once After Award
X – With Proposal/Bid/Application or with Significant Changes
F – Final (end of effort)
Q – Quarterly
Y – Yearly or Upon Renewal of Contractual Agreement

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)

☒ Report Distribution List/Addressees
☒ Reporting Elements
☐ Due Dates
☐ Analysis Thresholds
☐ Work Breakdown Structure
☐ Other

7. PREPARED BY (SIGNATURE AND DATE)	8. REVIEWED BY (SIGNATURE AND DATE)

SECTION J

ATTACHMENT 5

REPORTING REQUIREMENTS

1.0 GENERAL

The Strategic Petroleum Reserve Project Management Office will identify Contractor Reporting Requirements. Contractor-generated reports which are natural products from the Contractor's internal management systems and which meet these requirements, may be submitted for approval by the Contracting Officer or his designated representative.

2.0 "LABOR PLAN" AND "LABOR MANAGEMENT REPORT" SHALL INCLUDE THE FOLLOWING ITEMS:

(a) The Contractor shall prepare and submit the Labor Plan and Labor Management Report by PWS Performance Requirement, include the following as a minimum:

- Financial Management
- Project Control
- Business Management
- Technical Management
- Administrative Support
- Subcontracts
- Special Projects Support

(b) Labor elements will be reported consistent with DOE PMO B&R classification and cost center structure. The B&R classification(s) and cost center structure will be identified by the Contracting Officer or his designated representative upon contract award.

(c) For labor items for which there is a variance, a variance analysis shall be included. Variance analysis shall be in accordance with agreed-to thresholds.

3.0 PROJECT STATUS REPORT

The Contractor will prepare a monthly Project Status Report (PSR). The PSR shall be submitted by the 15th day of each month. In addition, the Contractor will summarize and present the PSR data at the monthly Project Review.

4.0 LINE ITEM PROJECTS

If any Line Item Projects are assigned under this contract, additional reporting requirements may be required; and if so, they will be identified in the Technical Direction.

5.0 OTHER REPORTS

Contractor shall submit such other reports that may be required by DOE.

6.0 DISTRIBUTION OF REPORTS

The following reports are to be provided electronically to the identified recipients:

REPORT DISTRIBUTION LIST	
Report	**Recipient**
Project Management Plan	Contracting Officer Contracting Officer's Representative Program Analyst, Planning and Financial Management Division Contract Specialist
Project Status Report	Contracting Officer Contracting Officer's Representative Program Analyst, Planning and Financial Management Division Contract Specialist
Labor Plan	Contracting Officer Contracting Officer's Representative Program Analyst, Planning and Financial Management Division Contract Specialist
Labor Management Report	Contracting Officer Contracting Officer's Representative Program Analyst, Planning and Financial Management Division Contract Specialist

REPORT DISTRIBUTION LIST	
Report	**Recipient**
Conference Attendance Plan	Contracting Officer Contracting Officer's Representative Program Analyst, Planning and Financial Management Division Contract Specialist
Property Control Plan	Contracting Officer Contract Specialist Property Administrator
Quality Control Plan	Contracting Officer Contracting Officer's Representative Program Analyst, Planning and Financial Management Division Contract Specialist
Quality Assurance Surveillance Plan	Contracting Officer Contracting Officer's Representative Program Analyst, Planning and Financial Management Division Contract Specialist
Safety Plan	Contracting Officer Contracting Officer's Representative Program Analyst, Planning and Financial Management Division Contract Specialist

REPORT DISTRIBUTION LIST	
Report	**Recipient**
Travel/ Training Plan	Contracting Officer Contracting Officer's Representative Program Analyst, Planning and Financial Management Division Contract Specialist

U.S. Department of Energy

Labor Plan

TITLE			2. IDENTIFICATION NUMBER
3. PARTICIPANT NAME AND ADDRESS		4. LABOR PLAN DATE	5. START DATE 6. COMPLETION DATE

7. REPORTING CATEGORY PROJECT	PRIOR PLAN	8. CURRENT FISCAL YEAR 2017													9. FUTURE FYs		10. TOTAL
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL	FY	FY	
1.0 Financial Management Support																	
2.0 Project Controls and Reporting Support																	
3.0 Business Management Support																	
4.0 Technical Management Support																	
5.0 Administrative Support																	
6.0 Subcontracts																	
7.0 Special Projects Support																	
TOTAL LABOR																	

12. LABOR EXPRESSED IN: WHOLE HOURS	13. SIGNATURE OF PROJECT MANGER AND DATE	14. SIGNATURE OF AUTHORIZED FINANCIAL REPRESENTATIVE AND DATE

U.S. DEPARTMENT OF ENERGY

LABOR MANAGEMENT REPORT

DIRECT PRODUCTIVE LABOR HOURS (DPLH)

1. TITLE	2. REPORTING PERIOD	3. IDENTIFICATION NUMBER
4. CONTRACTOR NAME AND ADDRESS	5. LABOR PLAN DATE	6. START DATE
		7. CONTRACT COMPLETION DATE

8. ELEMENT CODE	9. REPORTING CATEGORY	10. LABOR EXPENDED				11. ESTIMATED LABOR EXPENDITURES							12. TOTAL CONTRACT	13. VARIANCE
		Reporting Period		Cumulative to Date		a.Subsequent Reporting Period	b.Balance Fiscal Year	c. Future Fiscal Years			d. Subsequent FY to Comp	e. Total Forecast		
	PROJECT	a. Actual	b. Plan	a. Actual	b. Plan			(1) FY ‘	(2) FY ‘	(3) FY ‘				
1.0	Financial Management Support													
2.0	Project Controls and Reporting Support													
3.0	Business Management Support													
4.0	Technical Management Support													
5.0	Administrative Support													
6.0	Subcontracts													
7.0	Special Project Support													
	TOTAL													

15. Labor Expressed in:	16. Signature of Contractor’s Project Manager and Date
Whole Hours	

PART III - SECTION J

ATTACHMENT 5

REPORTING REQUIREMENTS

MANAGEMENT PLAN

1.0 GENERAL

The Contractor shall submit a Management Plan which meets the requirements of the outline below. Should significant changes to Management Plan information occur, updates to the Plan shall be submitted by the Contractor.

The "Management Plan" describes the Contractor's approach to performing the effort and producing the products identified in the contract and the technical, schedule, cost and financial management control systems to be used to manage that performance. The Plan must be sufficiently comprehensive to describe the planned execution, management, and results of the work. The Contractor may reference and attach existing materials (e.g., company personnel management procedures) as appropriate.

2.0 MANAGEMENT PLAN OUTLINE

Following is an outline covering the minimum necessary information to be addressed by the Contractor.

MANAGEMENT PLAN OUTLINE

I. EXECUTIVE SUMMARY

II. INTRODUCTION/BACKGROUND

III. PLANNED ACCOMPLISHMENTS

A. Technical
B. Schedule
C. Cost
D. Financial

IV. MANAGEMENT SYSTEMS AND CONTROL DESCRIPTION

A. Planning
B. Budgeting
C. Accounting
D. Organization
E. Analytical Procedures and Systems

V. ADMINISTRATIVE SYSTEMS AND CONTROLS DESCRIPTION

A.	Security	E.	Procurement
B.	Health and Safety	F.	Information Technology
C.	Personnel	G.	Subcontractor Controls
D.	Legal	H.	Other

3.0 SPECIAL EMPHASIS

Within the Management Plan, the Contractor shall provide special emphasis on the following:

(a) Chart of the Contractor organization showing all positions, lines of authority, and subcontractors. This shall include:

(1) A responsibility matrix which shall be developed and included as indicated in Paragraph 3(e) below. A narrative shall be provided describing this matrix.

(2) The identification of the responsibility and authority of the Project Manager. This shall include a narrative describing authority of the Project Manager for control over interdepartmental work transfers and subcontracts and personnel under direct control. A description of the process to be followed by the Project Manager in obtaining decisions beyond his authority and in resolving priority conflicts for resources not under direct control of the project shall be required.

(b) Policy for assuring continuity of the SPR Staff.

(c) Contractor Work Breakdown Structure.

The Contractor Work Breakdown Structure (CWBS) shall be further expansion of the SPR Project Summary Work Breakdown Structure (PSWBS). To the extent possible, the Contractor shall provide a product-oriented breakdown to the terminal WBS level, below which will be the associated cost accounts and work packages that identify the detailed efforts, resources, and schedules. The Contractor shall develop, along with the CWBS, a CWBS/Organizational matrix assigning all elements of the CWBS to the responsible internal functional organizations and subcontracts. The Contractor shall submit the CWBS to the DOE Contracting Officer for review and approval. The budgeting and reporting of costs by the Contractor shall be consistent with the existing PSWBS and current DOE budget and reporting codes/classifications. The following documents are to be used for reference:

(1) DOE/MA-0295, Work Breakdown Structure Guide.

(2) DOE-PMO Budget and Reporting Classification and Budget Line item Structure.

A WBS Dictionary shall be submitted in accordance with the aforementioned references for WBS Guidelines.

This section shall include management system implementation schedule and description of systems/processes to be used to manage and control this effort.

(d) Procedure for estimating, assigning resources to, and controlling contract work on a task basis. The Contractor shall define the hardware, software, and technical services to be used in project control.

(e) Procedure for assuring the quality of the contract deliverables. The Management Plan must specify the documents to be delivered under this contract. The Plan will identify the individual responsible for each deliverable along with the procedures to be used in producing the deliverables.

(f) The Contractor shall prepare and submit a Quality Assurance Program Plan for all work under this contract.

(g) The Contractor shall prepare and submit a Quality Assurance Surveillance Plan for all work under this contract.

(h) Health and Safety Plan. Plan must be conductive to establishing a safe work environment and must include processes for handling health and safety issues.

(i) Written Property Control System. A written property control system to control protect, preserve, and maintain Government-Furnished Property/ Government- Furnished Property/equipment in accordance with the requirements of FAR 45.502(a).

4.0 DISTRIBUTION AND NUMBER OF REPORTS

The number of copies of the Management Plan and the distribution of copies as listed in Report Distribution List.

SECTION J

ATTACHMENT 6

KEY PERSONNEL

Name	Title
Louis DeFusco	Project Manager
Carl Sherman	Deputy Project Manager
Kipton Downer	Budget/Finance Manager