

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 22FE000094		PAGE OF 1 110	
2. CONTRACT NO. 47QRAD20D8152		3. AWARD/ EFFECTIVE DATE 11/01/2021	4. ORDER NUMBER 89243522FFE400157		5. SOLICITATION NUMBER 89243521RFE000017		6. SOLICITATION ISSUE DATE 06/10/2021
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jeremy Smith		b. TELEPHONE NUMBER (No collect calls) 504-275-4783		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY Strategic Petroleum Reserve Project SPRO U.S. Department of Energy 900 Commerce Road East US 492 New Orleans LA 70123			CODE 892435	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A)		NAICS: 541990 SIZE STANDARD: \$16.5	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123			CODE 01601	16. ADMINISTERED BY SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123		CODE 01601	
17a. CONTRACTOR/OFFEROR Chenega Enterprise Systems & Solutions, LLC Attn: Christie Van Cleave 3000 C Street Suite 301 Anchorage AK 995033975 TELEPHONE NO. 7033893207		CODE 080545386	FACILITY CODE	18a. PAYMENT WILL BE MADE BY OR for SPRO U.S. Department of Energy Oak Ridge Financial Services Center P.O.Box 6017 Oak Ridge TN 37831		CODE 00517	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO. 00001	20. SCHEDULE OF SUPPLIES/SERVICES DUNS Number: 080545386 Management and Technical Support Services for the Strategic Petroleum Reserve. Period of Performance: 12/01/2021 to 11/30/2023 NOT SPECIFIED /OTHER Non-LE2 Base Period Management and Technical Support Services (2-Year Base Period 12/01/2021 - 11/30/2023 and 30-day transition period 11/01/2021 - 11/30/2021.) Line item value is: \$8,070,604.90 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT 8,070,604.90
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$27,306,695.32	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED <u>07/15/2021</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>00001 - 00024</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR Christie Van Cleave <small>Digitally signed by Christie Van Cleave DN: cn=Christie Van Cleave, o, ou, email=clvanclave@chenega.com, c=US Date: 2021.10.27 21:27:22 -04'00'</small>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or print) Christie L Van Cleave, President		30c. DATE SIGNED 10/27/2021		31b. NAME OF CONTRACTING OFFICER (Type or print) Mary C. Roark		31c. DATE SIGNED 10/28/2021	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00002	Incrementally Funded Amount: \$467,000.00 Accounting Info: 00400-2021-37-450204-25299-1610698-0000000-0000000 -0452208 Fund: 00400 Appr Year: 2021 Allottee: 37 Report Entity: 450204 Object Class: 25299 Program: 1610698 Project: 0000000 WFO: 0000000 Local Use: 0452208 Funded: \$467,000.00 NOT SPECIFIED /OTHER Non-LE2 Base Period Travel/Training/Subcontract/Other Direct Costs Line item value is: \$537,037.00 Incrementally Funded Amount: \$30,000.00				537,037.00
00003	Accounting Info: 00400-2021-37-450204-25299-1610698-0000000-0000000 -0452208 Fund: 00400 Appr Year: 2021 Allottee: 37 Report Entity: 450204 Object Class: 25299 Program: 1610698 Project: 0000000 WFO: 0000000 Local Use: 0452208 Funded: \$30,000.00 NOT SPECIFIED /OTHER Non-LE2 Base Period Contract Access Fee Line item value is: \$64,557.31 Incrementally Funded Amount: \$3,000.00 Continued ...				64,557.31

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
Chenega Enterprise Systems & Solutions, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00004	Accounting Info: 00400-2021-37-450204-25299-1610698-0000000-0000000 -0452208 Fund: 00400 Appr Year: 2021 Allottee: 37 Report Entity: 450204 Object Class: 25299 Program: 1610698 Project: 0000000 WFO: 0000000 Local Use: 0452208 Funded: \$3,000.00 NOT SPECIFIED /OTHER LE2 Base Period Management and Technical Support Services Line item value is: \$1,758,973.50 Incrementally Funded Amount: \$96,000.00				1,758,973.50
00005	Accounting Info: 06850-2019-37-450204-25299-1611340-0000000-0000000 -0451924 Fund: 06850 Appr Year: 2019 Allottee: 37 Report Entity: 450204 Object Class: 25299 Program: 1611340 Project: 0000000 WFO: 0000000 Local Use: 0451924 Funded: \$96,000.00 NOT SPECIFIED /OTHER LE2 Base Period Travel/Training/Subcontract/Other Direct Costs Line item value is: \$70,643.00 Incrementally Funded Amount: \$3,300.00				70,643.00
00006	Accounting Info: 06850-2019-37-450204-25299-1611340-0000000-0000000 -0451924 Fund: 06850 Appr Year: 2019 Allottee: 37 Report Entity: 450204 Object Class: 25299 Program: 1611340 Project: 0000000 WFO: 0000000 Local Use: 0451924 Funded: \$3,300.00 NOT SPECIFIED /OTHER LE2 Base Period Contract Access Fee Line item value is: \$13,722.12 Incrementally Funded Amount: \$700.00				13,722.12
	Accounting Info: 06850-2019-37-450204-25299-1611340-0000000-0000000 -0451924 Fund: 06850 Appr Year: 2019 Allottee: 37 Report Entity: 450204 Object Class: 25299 Program: 1611340 Project: 0000000 WFO: 0000000 Local Use: 0451924 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
Chenega Enterprise Systems & Solutions, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$700.00				
00007	NOT SPECIFIED /OTHER Non-LE2 Option Year 1 Management and Technical Support Services Amount: \$4,187,819.95 (Option Line Item)				4,187,819.95
00008	NOT SPECIFIED /OTHER Non-LE2 Option Year 1 Travel/Training/Subcontract/Other Direct Costs Amount: \$278,967.00 (Option Line Item)				278,967.00
00009	NOT SPECIFIED /OTHER Non-LE2 Option Year 1 Contract Access Fee Amount: \$33,500.90 (Option Line Item)				33,500.90
00010	NOT SPECIFIED /OTHER LE2 Option Year 1 Management and Technical Support Services Amount: \$912,758.58 (Option Line Item)				912,758.58
00011	NOT SPECIFIED /OTHER LE2 Option Year 1 Travel/Training/Subcontract/Other Direct Costs Amount: \$36,545.00 (Option Line Item)				36,545.00
00012	NOT SPECIFIED /OTHER LE2 Option Year 1 Contract Access Fee Amount: \$7,119.78 (Option Line Item)				7,119.78
00013	NOT SPECIFIED /OTHER Non-LE2 Option Year 2 Management and Technical Support Services Amount: \$4,294,965.64 (Option Line Item)				4,294,965.64
00014	NOT SPECIFIED /OTHER Non-LE2 Option Year 2 Travel/Training/Subcontract/Other Direct Costs Amount: \$286,174.00 (Option Line Item)				286,174.00
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
Chenega Enterprise Systems & Solutions, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00015	NOT SPECIFIED /OTHER Non-LE2 Option Year 2 Contract Access Fee Amount: \$34,358.55 (Option Line Item)				34,358.55
00016	NOT SPECIFIED /OTHER LE2 Option Year 2 Management and Technical Support Services Amount: \$936,107.40 (Option Line Item)				936,107.40
00017	NOT SPECIFIED /OTHER LE2 Option Year 2 Travel/Training/Subcontract/Other Direct Costs Amount: \$37,385.00 (Option Line Item)				37,385.00
00018	NOT SPECIFIED /OTHER LE2 Option Year 2 Contract Access Fee Amount: \$7,301.19 (Option Line Item)				7,301.19
00019	NOT SPECIFIED /OTHER Non-LE2 Option Year 3 Management and Technical Support Services Amount: \$4,403,855.39 (Option Line Item)				4,403,855.39
00020	NOT SPECIFIED /OTHER Non-LE2 Option Year 3 Travel/Training/Subcontract/Other Direct Costs Amount: \$293,568.00 (Option Line Item)				293,568.00
00021	NOT SPECIFIED /OTHER Non-LE2 Option Year 3 Contract Access Fee Amount: \$35,230.68 (Option Line Item)				35,230.68
00022	NOT SPECIFIED /OTHER LE2 Option Year 3 Management and Technical Support Services Amount: \$959,770.32 (Option Line Item)				959,770.32
	NOT SPECIFIED /OTHER Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
Chenega Enterprise Systems & Solutions, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00023	LE2 Option Year 3 Travel/Training/Subcontract/Other Direct Costs Amount: \$38,245.00 (Option Line Item)				38,245.00
00024	NOT SPECIFIED /OTHER LE2 Option Year 3 Contract Access Fee Amount: \$7,485.11 (Option Line Item)				7,485.11

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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 described in Section C, Performance Work Statement (PWS) – Management and Technical Support Services.

Base Period: 11/1/2021 – 11/30/2023 (The base period includes a 30-day transition period.)

<u>Non-LE2 Support Services</u>		
<u>Item Number/ Contract type</u>	<u>Description</u>	<u>Price/Cost</u>
00001 (FFP)	Management and Technical Support Services IAW the PWS	\$8,072,851.30
00002 (CR)	Training, Travel, Subcontract, ODCs	\$537,037.00
00003 (CR)	Contract Access Fee	\$64,557.31
Total Costs		\$8,674,445.61

<u>LE2 Support Services</u>		
<u>Item Number/ Contract type</u>	<u>Description</u>	<u>Price/Cost</u>
00004 (FFP)	Management and Technical Support Services IAW the PWS	\$1,759,347.90
00005 (CR)	Training, Travel, Subcontract, ODCs	\$70,643.00
00006 (CR)	Contract Access Fee	\$13,722.12
Total Costs		\$1,843,713.02

Option Year 1: 12/1/2023 – 11/30/2024

<u>Non-LE2 Support Services</u>		
<u>Item Number/ Contract type</u>	<u>Description</u>	<u>Price/Cost</u>
00007 (FFP)	Management and Technical Support Services IAW the PWS	\$4,189,816.75
00008 (CR)	Training, Travel, Subcontract, ODCs	\$278,967.00
00009 (CR)	Contract Access Fee	\$33,500.90
Total Costs		\$4,502,284.65

<u>LE2 Support Services</u>		
<u>Item Number/ Contract type</u>	<u>Description</u>	<u>Price/Cost</u>
00010 (FFP)	Management and Technical Support Services IAW the PWS	\$913,091.38
00011 (CR)	Training, Travel, Subcontract, ODCs	\$36,545.00
00012 (CR)	Contract Access Fee	\$7,119.78
Total Costs		\$956,756.16

Option Year 2: 12/1/2024 – 11/30/2025

<u>Non-LE2 Support Services</u>		
<u>Item Number/ Contract type</u>	<u>Description</u>	<u>Price/Cost</u>
00013 (FFP)	Management and Technical Support Services IAW the PWS	\$4,404,194.75
00014 (CR)	Training, Travel, Subcontract, ODCs	\$286,174.00
00015 (CR)	Contract Access Fee	\$35,177.77
Total Costs		\$4,725,546.52
<u>LE2 Support Services</u>		

<u>Item Number/ Contract type</u>	<u>Description</u>	<u>Price/Cost</u>
00016 (FFP)	Management and Technical Support Services IAW the PWS	\$936,107.40
00017 (CR)	Training, Travel, Subcontract, ODCs	\$37,385.00
00018 (CR)	Contract Access Fee	\$7,301.19
Total Costs		\$980,793.59

Option Year 3: 12/1/2025 – 11/30/2026

<u>Non-LE2 Support Services</u>		
<u>Item Number/ Contract type</u>	<u>Description</u>	<u>Price/Cost</u>
00019 (FFP)	Management and Technical Support Services IAW the PWS	\$4,529,671.98
00020 (CR)	Training, Travel, Subcontract, ODCs	\$293,568.00
00021 (CR)	Contract Access Fee	\$36,174.30
Total Costs		\$4,859,414.28

<u>LE2 Support Services</u>		
<u>Item Number/ Contract type</u>	<u>Description</u>	<u>Price/Cost</u>
00022 (FFP)	Management and Technical Support Services IAW the PWS	\$959,770.32
00023 (CR)	Training, Travel, Subcontract, ODCs	\$38,245.00
00024 (CR)	Contract Access Fee	\$7,485.11
Total Costs		\$1,005,500.43

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 these CLINs is for the subcontract with Alpiger, P.C. for an independent CPA required by Section 3.3.1b of the PWS. Costs will be paid 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) - Includes DPLH for both prime and subcontractor):

The total DPLH for PWS elements 3.1 through 3.6, inclusive of options, is 255,213 as follows:

Base Period (11/01/21 – 10/31/23) is 100,656 DPLH
Option Year 1 (11/01/23 – 10/31/24) is 50,328 DPLH
Option Year 2 (11/01/24 – 10/31/25) is 52,037 DPLH
Option Year 3 (11/01/25 – 10/31/26) is 52,192 DPLH

The total DPLH for PWS element 3.8 (LE2 Program Support), inclusive of options, is 55,920 as follows:

Base Period (11/01/21 – 10/31/23) is 22,368 DPLH
Option Year 1 (11/01/23 – 10/31/24) is 11,184 DPLH
Option Year 2 (11/01/24 – 10/31/25) is 11,184 DPLH
Option Year 3 (11/01/25 – 10/31/26) is 11,184 DPLH

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 in the amount of \$15,812,107.33, have been allotted and are available for payment of allowable costs; \$8,072,851.30 for CLIN 00001, \$1,759,347.90 for CLIN 00004, \$4,189,816.75 for CLIN 00007, \$913,091.38 for CLIN 00010, \$720,000.00 for CLIN 00013, and \$157,000.00 for CLIN 00016 from the effective date of this task order through January 31, 2025.

Pursuant to clause FAR 52.232-22 – Limitation of Funds, funds in the amount of \$1,099,492.11, have been allotted and are available for payment of allowable costs; \$537,037.00 for CLIN 00002, \$64,557.31 for CLIN 00003, \$70,643.00 for CLIN 00005, \$13,722.12 for CLIN 00006, \$278,967.00 for CLIN 00008, \$33,500.90 for CLIN 00009, \$36,545.00 for CLIN 00011, \$7,119.78 for CLIN 00012, \$44,000.00 for CLIN 00014, \$6,000.00 for CLIN 00015, \$6,000.00 for CLIN 00017, and \$1,400.00 for CLIN 00018.

Total available obligations: \$16,911,599.44

Modification P00031

The current contract value is revised to reflect an increase in fringe benefits costs under WD No. 2015-5189, Revision No. 28, dated 07/22/2024 as follows:

The value of CLIN 00013, Non-LE2 Option Year 2 Management & Technical Support Services is increased by \$4,492,80, from \$4,404,194.75 to \$4,408,687.55.

The value of CLIN 00016, LE2 Option Year 2 Management & Technical Support Services, is increased by \$748.80, from \$936,107.40 to \$936,856.20.

As a result, current contract value is increased by \$5,241.60 from \$21,683,539.55 to \$21,688,781.15.

Modification P00036

The purpose of this modification is to revise the current contract value to reflect an increase in fringe benefit costs under WD No. 2015-5189, Revision No. 31, dated 07/08/2025, as follows:

The value of CLIN 00019, Non-LE2 Option Year 3 Management & Technical Support Services, is increased by \$1,996.80, from \$4,529,671.98 to \$4,531,668.78.

The value of CLIN 00022, LE2 Option Year 3 Management & Technical Support Services, is increased by \$332.80, from \$959,770.32 to \$960,103.12.

As a result, current contract value is increased by \$2,329.60 from \$27,553,695.86 to \$27,556,025.46.

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. The work will support both the SPRPMO and its ongoing Life Extension 2 program.

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 action of a Government employee or a contractor employee constitutes, or are perceived to constitute personal services, it shall be the Contractor's obligation to notify the Contracting Officer (CO) immediately of any violations.

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 (PO)
- 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), Strategic

Integrated Procurement Enterprise System (STRIPES), Funds Distribution System 2.0 (FDS 2.0), Budget and Reporting Codes (BARC), I-Portal, 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 Government Electronic Travel 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.

3.1.8 Drawdown, Oil Sale, Exchange, Accountability Assistance

The Contractor shall provide augmentees to support the SPRPMO drawdown activities as well as assistance with oil sales, exchanges, and the monthly oil accountability, recording and reporting processes.

3.1.9 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.

3.2 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.

3.3 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 Operations related documentation reviews, written recommendations, and reports including:
 - Emergency Response reviews, reports, and recommendations
 - Fire Safety related assessments, 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)
 - Security Risk Assessments/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 EA 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)
- b. 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 Occupational Health

The Contractor shall assist SPRPMO in environmental, safety and health assessments, documentation reviews, safety processes and programs, conduct 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 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 on-site reviews and assessments.
- 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

3.3.4 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 monitoring 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.
- Support initiation of CMCRs to ensure the continuous updating of schedules.
- Provide monitoring and maintenance 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 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.
- 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)
- 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.
- 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); Poly and Microsoft Teams 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.
- Assist DOE by making draft changes to the SPR Internet website using standards-based web development tools (i.e. Adobe Dreamweaver). Upon approval, work with DOE IT to publish changes to the external site.
- Assist DOE with development of Data Visualization sites.

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 cContractors' 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 (DAT) System

- Support SPR in documenting Project Manager's actions assigned to SPRPMO staff and contractors.
- Input data into the DAT system 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

- Provides support to assure that proper records management is in place for all federal divisions by providing the following services:
 - Assists DOE divisions with developing departmental *Record File Plans* that identifies all divisional records and where they are stored
 - Works with departmental Records Point of Contacts (RPOC) to aid with establishing appropriate records storage locations in SharePoint.
 - Works with RPOC and Division Directors to configure email to access records locations in SharePoint
 - Supports the transfer of DOE records to the Federal Records Center (FRC) and local records holding area.
 - Provides scanning services for Physical Records that are not ready to be transferred to FRC.
- 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.
 - Support and maintain the Records Inventory Disposition Schedule (RIDS) Workflow site. Configure electronic record keeping system (Gimmel Records Manager) to manage DOE records in SharePoint.

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, Information Publishing and Administrative 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
- 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 (LE2) Program Support

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

3.8.1 Word Processing, Information Publishing and Administrative 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

Performance requirements are the same as those delineated in Section C of the Task Order, PWS Elements 3.1.1 – 3.1.9.

3.8.4 Environmental, Safety and Occupational Health

Performance requirements are the same as those delineated in Section C of the Task Order, PWS Element 3.3.3.

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 Quality Control Plan (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 after 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 Clause SPR-G-002 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 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984) (BY REFERENCE)

E.2 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 FAR 52.212-4(a), *Inspection/Acceptance*. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative (COR) 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 applies to this task order:

F.1 Place of Performance - Services:

The services specified by this task order shall be performed at the following location:

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/other 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, TX 77665; Bryan Mound, 1900 County Road 242, Freeport, TX 77541; John C. Stennis Space Center, Code AA00, Building 9355, Stennis Space Center, MS 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 December 1, 2021 through November 30, 2023, 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 30-day transition period commencing on November 1, 2021. If the transition period is extended, the OCO shall provide written notification of the date the Contractor assumes full responsibility for the PWS.

PART I – THE SCHEDULE

SECTION G – CONTRACT ADMINISTRATION DATA

The following applies to this task order:

G.1 DOE-G-2005 BILLING INSTRUCTIONS (MAR 2019)

(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.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal and 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>.

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

G.2 Intentionally deleted via Modification P00003

G.3 SPR-G-002 CORRESPONDENCE PROCEDURE

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

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy of the correspondence to the DOE Contract Specialist.

(b) Other Correspondence. All other correspondence, except the plans and reports indicated in the reporting requirements checklist in Part III Section J, shall be addressed to the Contracting Officer, with information copies of the correspondence to the DOE COR, and DOE Patent Counsel (where patent or technical data issues are involved), DOE Property Administrator (where property issues are involved).

The checklist reports shall be distributed as specified in Section J, Attachment

5.

- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

SUBJECT: Contract No. (Insert contract number from cover page Block 2);
(Insert subject topic after contract number).

(d) Contracting Officer

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

(e) Contracting Officer Representative

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

(f) Contract Specialist

Jeremy Smith
Address: U.S. Department of Energy
Strategic Petroleum Reserve Project Management Office
900 Commerce Road East
New Orleans, LA 70123
Telephone No.: 504-275-4783
Email address: jeremy.smith@spr.doe.gov

(g) Property Administrator

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.4 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.5 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.6 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 applies to this task order:

H.1 DOE-H-2030 SECTION 8(a) DIRECT AWARDS (FEB 2018)

- (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.
- (d) Even though SBA may not be identified in Section A of the contract, it is still the prime contractor on the contract. The 8(a) participant remains the SBA's subcontractor.

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 14, 2021 and made in response to Solicitation No. 89243521RFE000017, 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 (APR 2018)

- (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 33 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.

As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above:

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 52.212-4(c), *Changes*.
- (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 (NOV 2018)**

- (a) This contract'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 may be incrementally funded; and if a CLIN is incrementally funded as set forth in the contract, in the event of termination before it is fully funded the Government's maximum liability for the 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 the Government's Convenience 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) (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN and the total amount of funds allotted by the Government to the contract 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 contract reflects:
 - (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 this 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 the Government's Convenience clause of this 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 Contract, 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 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 Contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract'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 or 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 contract 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 Contractor 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 the Government's Convenience 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 60 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 the Government's Convenience 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 task order 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 task order 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 0001 and CLIN 0004 – Management and Technical Support Services (M&TSS) IAW the PWS.

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
Task Order Award	\$600,000	Transition Activities & support services provided through December 15, 2021	\$600,000	Transition Activities & support services provided through December 15, 2021
November 2021	TBD	Support services provided through January 31, 2022	TBD	Support services provided through January 31, 2022
February 2022	TBD	Support services provided through April 30, 2022	TBD	Support services provided through April 30, 2022
May 2022	TBD	Support services provided through July 31, 2022	TBD	Support services provided through July 31, 2022
<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
August 2022	TBD	Support services provided through November 30, 2022	TBD	Support services provided through November 30, 2022
November 2022	TBD	Support services provided through January, 2023	TBD	Support services provided through January, 2023
February 2023	TBD	Support services provided through April 30, 2023	TBD	Support services provided through April 30, 2023
May 2023	TBD	Support services provided through July 31, 20123	TBD	Support services provided through July 31, 2023
August 2023	TBD	Support services provided through November 30, 2023	TBD	Support services provided through November 30, 2023

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

Planned/Actual funding schedules for CLINs 00007, 00010, 00013, 00016, 00019, and 00022 will be established when/if the Option Periods are 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 UAccess 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."

Note: real property includes the SPR parking lots. 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 _____

EMAIL ADDRESS _____ LAST _____ FIRST _____ MIDDLE (Jr., Sr., etc.) _____ 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:	<input type="checkbox"/> APPROVED FOR BADGING	<input type="checkbox"/> DISAPPROVED FOR BADGING
SIGNATURE _____	DATE _____	

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		FULL HOME ADDRESS			
FROM	TO				
(MO/YR)	(MO/YR)				
_____	- <u>PRESENT</u>	_____			
		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) OOU documents are properly marked with the words, "Official Use Only" on the bottom of each page of the document containing OOU information.
- (iii) Unattended OOU material is stored out of sight when not in use or person enters the area without the need-to-know.
- (iv) OOU documents are placed in a double-wrapped envelope when transmitted through the U.S. mail.
- (v) OOU 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 confidentiality 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.

- (h) 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.

Modification P00003

DOE-H-2041 – SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)

- a. Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy, and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as:
 1. Alternative Fueled Vehicles and Alternative Fuels;
 2. Biobased Content Products (USDA Designated Products);
 3. Energy Efficient Products;
 4. Non-Ozone Depleting Alternative Products;
 5. Recycled Content Products (EPA Designated Products); and
 6. Water Efficient Products (EPA WaterSense Labeled Products).

- b. The Contractor should become familiar with these information resources:
 1. Recycled Products are described at <http://epa.gov/cpg>
 2. Biobased Products are described at <http://biopreferred.gov>
 3. Energy efficient products are described at <http://energystar.gov/products> for Energy Star products
 4. FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>
 5. Environmentally Preferable Computers are described at <http://epeat.net>
 6. Non-Ozone Depleting Alternative Products are described at <http://epa.gov/ozone/strathome.html>
 7. Water efficient plumbing fixtures are described at <http://epa.gov/watersense>

- c. If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report, and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

PART II – CONTRACT CLAUSES

SECTION I ADDITIONAL CLAUSES:

Clauses Incorporated by Reference:

I.1 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

I.2 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (MAR 2020)

I.3 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (AUG 2018)

I.4 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

I.5 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (NOV 2020)

I.6 FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

I.7 FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

I.8 FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)

I.9 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.10 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

I.11 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

I.12 DEAR 952.202-1 DEFINITIONS

I.13 DEAR 952.204-2 SECURITY (MAR 2011)

I.14 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

I.15 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

I.16 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

I.17 DEAR 952.208-70 PRINTING (APR 1984)

I.18 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)

I.19 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

I.20 DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)

Modification P00003 - FAR 52.204-14 - Service Contract Reporting Requirements (Oct 2016)

Clauses Incorporated in Full Text:

I.21 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

- (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>
- (c) 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.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold

specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

- (1) is for the acquisition of a commercial item, or
- (2) is performed entirely outside the United States.

I.22 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

I.23 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (60 months).

(End of clause)

I.24 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	\$29.02	\$10.52
GS-9 Information Publisher, Lead	\$29.02	\$10.52
GS-7 Information Publisher	\$23.72	\$8.60
GS-9 Budget Assistant	\$29.02	\$10.52
GS-5 Mail Assistant	\$19.15	\$6.94
GS-5 Reproduction Assistant	\$19.15	\$6.94

I.25 FAR 52.244-2 SUBCONTRACTS (JUN 2020)

(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, as defined in FAR

2.101 on the date of subcontract award, or 5 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, as defined in FAR 2.101 on the date of subcontract award, or 5 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.26 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.

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 <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> a. vacancies are filled with qualified personnel within 40 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	5	
Ricoh Q948 B&W	1	Leased
Ricoh Q914 Color	1	Leased
Ricoh Q916 B&W	1	Leased
Xerox ColorQube	1	5020901
HP Printer WQ901	1	5023130
PERSONAL COMPUTING DEVICES	62	
Surface Tablet		5025780
Surface Tablet		5025781
Surface Tablet		5025804
Surface Tablet		5025813
Surface Tablet		5021426
Surface Tablet		5021465
Surface Tablet		5021515
Surface Tablet		5021589
Surface Tablet		5021592
Surface Tablet		5021593
Surface Tablet		5021598
Surface Tablet		5021606
Surface Tablet		5021608
Surface Tablet		5024488
Surface Tablet		5025767
Surface Tablet		5025768
Surface Tablet		5025769
Surface Tablet		5025770
Surface Tablet		5025772
Surface Tablet		5025773
Surface Tablet		5025774
Surface Tablet		5025776
Surface Tablet		5025777
Surface Tablet		5025779
Surface Tablet		5025792
Surface Tablet		5025793
Surface Tablet		5025801

Surface Tablet		5025805	
Surface Tablet		5025828	
Surface Tablet		5025829	
Surface Book		5027788	
Surface Book		5027808	
Surface Book		5027832	
Surface Book		5027858	
Surface Book		5027868	
Surface Book		5027869	
Surface Book		5027870	
Surface Book		5027871	
Surface Book		5027872	
Surface Book		5027873	
Surface Book		5027874	
Surface Book		5027875	
Surface Book		5027876	
Surface Book		5027877	
Surface Book		5027878	
Surface Book		5027880	
Surface Book		5027881	
Surface Book		5027882	
Surface Book		5027883	
Surface Book		5027884	
Surface Book		5027885	
Surface Book		5027886	
Surface Book		5027887	
Surface Book		5027888	
Surface Book		5027889	
Surface Book		5027890	
Surface Book		5027891	
Surface Book		5027892	
Surface Book		5027893	
Surface Book		5027894	
Surface Book		5027895	
Surface Book		5027898	
MOBILE PHONES		QTY	TAG#
iPhone		1	5025251
iPhone		1	5023773
iPhone		1	5024821
iPhone		1	5024802
iPhone		1	5025254
Android		1	5025167
Android		1	5024330
Android		1	5024782
Android		1	5023682

Android	1	5023774
Android	1	5025164
Android	1	5028494
Android	1	5025155
Android	1	5025246
OTHER EQUIPMENT	QTY	TAG#
52-Inch Sharp Monitor with Remote	1	5019443
Secure ID Tokens	33	N/A
Camera, Canon	1	5020947
Camera, Canon	1	5020948
Pitney Bowes Postage Machine	1	Leased
Binding Machine	1	5023211
Punch Machine	1	5015695
Shredder	1	5016305

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
Illustrator	COTS	Local
Reader	COTS	Local
PhotoShop Elements	COTS	CITRIX
Cisco System VPN Client	COTS	Local
Compose 4.02	COTS	Local
FDS	Custom Application	Local
Internet Explorer	COTS	Local
K2 Black Pearl	COTS	Local
K2.net Studio	COTS	Local
OmniPage	COTS	Local
ScoreCard Web Client	COTS	CITRIX
Printing & Publishing 3 Year Site Plans	COTS	Local
Project	COTS	Local
Quality Companion Version 3.2 (Quantity 1)	COTS	CITRIX
SAP	COTS	Local
Visio	COTS	Local
PADS	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
MINITAB 15	COTS	CITRIX
Records Management (RMS)	Custom Application	CITRIX
STARS	Custom Application	CITRIX
STRIPES	Custom Application	CITRIX
Task Identification Planning Sheet (TIPS)	Custom Application	CITRIX
SCCM Client	COTS	Local
Windows 10	COTS	Local

Office 365	COTS	Cloud
iSpring Suite	COTS	Local
Entrust	COTS	Local
Tsunami Developer	COTS	Local
Smart View	COTS	Local
Dreamweaver	COTS	Local
Giga Trust Enterprise Plus	COTS	Local
HP ScanJet	COTS	Local
Premier	COTS	Local
BEFS	COTS	Citrix
FDS	COTS	Citrix
TapRoot	COTS	Local
Primavera P6	COTS	Citrix
Google Earth	COTS	Local
Goggle Chrome	COTS	Local
Visual Studio Ultimate	COTS	Local
IPortal BI Business Intelligence	COTS	Local
Drivers Kensington Trackball	COTS	Local
Acrobat Professional DC	COTS	Local
Creative Cloud	COTS	Local
Photoshop	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/sites/DC/Directives/Forms/AllItems.aspx>

<u>Document/Directive</u>	<u>Date</u>	<u>Title</u>
DOE O 142.3B Chg. 1	01/15/21 3/2/22	Unclassified Foreign National Access Program
DOE O 150.1A	03/31/14	Continuity Programs
DOE O 206.1	01/16/09	Department of Energy Privacy Program
DOE O 203.1	01/07/05 Certified: 04/23/09	Limited Personal Use of Government Office Equipment Including Information Technology
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 470.5	06/02/2014	Insider Threat 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 473.1A	June 2021	Physical Protection Program
DOE O 473.3A	3/26/16	Protection Program Operations
DOE O 473.3C Chg. 1	9/9/20	Design Basis Threat (DBT)
DOE O 475.2B	10/03/14	Identifying Classified Information
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)
DOE STD 1192-2021	April 2021	Security Risk Management
ASI-5600 (Version 12 and later)	2/25/21	SPR Security Operations Manual (SOM)

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 December 1, 2021 through November 30, 2022, is: WD No. 2015-5189, Revision No. 19, dated 07/20/2021.

(Note: FAR 22.1012-1, Prevailing Wage Determinations, is applicable to 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.

This Wage Determination is available at: <https://sam.gov/wage-determination/2015-5189/19>

Modification P00009

The SCLS Wage Determination (WD) applicable to this Management & Technical Support Services Task Order for the period December 1, 2022, through November 30, 2023, is: WD No. 2015-5189, Revision No. 23, Dated 07/14/2022.

Modification P00016

The SCLS Wage Determination (WD) applicable to this Management & Technical Support Services Task Order for the period December 1, 2023, through November 30, 2024, is: WD No. 2015-5189, Revision No. 25, Dated 07/14/2023.

Modification P00023

The SCLS Wage Determination (WD) applicable to this Management & Technical Support Services Task Order for the period December 1, 2024, through November 30, 2025, is: WD No. 2015-5189, Revision No. 28, Dated 07/22/2024.

Modification P00035

The SCLS Wage Determination (WD) applicable to this Management & Technical Support Services Task Order for the period December 1, 202, through November 30, 2026, is: WD No. 2015-5189, Revision No. 31, Dated 07/08/2025.

This Wage Determination is available at: <https://sam.gov/wage-determination/2015-5189/31>

SECTION J
ATTACHMENT 5
DELIVERABLES

Deliverable	Due Date
Monthly Financial Executive Summary	23rd of each month
Annual Benchmarking Report	April 15
Financial Plan Analysis	20th of each month
Monthly and Annual* Operating Cost per Barrel	12th of each month *Annual data may not be available by the 12 th , but is expected as soon as the data is available
Initial Annual Operating Plan	August 15
Annual Budget Request	April 30
Monthly Management Status Report	15th of each month
Construction Work in Progress Report	Quarterly - 15 th workday of the following months: December, March, June, September
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
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
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

Deliverable	Due Date
Process Milestone Closeout Change Notices in Workflow	Due 5 business days after closeout notification
Information Management Council Meeting Minutes	Due 5 business days following the meeting
Information Technology Planning Committee Meeting Minutes	Due 5 business days 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	September 2
Continuity of Operations Plan	May 31
Annual Travel, Training, and Conference Attendance Plan	November 1
Travel & Training, and Conference Attendance (Actuals)	Monthly by the 15th
Annual Travel, Training, and Conference Attendance (Contract Year Actuals)	January 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
Subcontractor Deliverables	As required by subcontract terms
QASP Monthly Reports	15 th of each month
Quarterly QASP Performance Report	20 th of each month following the end of the quarter
Monthly LE2 Cost Reporting	12 th of each month
Allotment Summary Chart	As requested by DOE Budget
Coordinate, publish and distribute Budget Request materials	Due by date established by PO
Monthly PEMP Analysis	As Requested
Monthly Petroleum Account Status	25 th of each month
Oil Accountability Support	As Requested

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 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.

3.0 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.

4.0 OTHER REPORTS

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

5.0 DISTRIBUTION OF REPORTS

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

REPORT DISTRIBUTION LIST	
<u>Report</u>	<u>Recipient</u>
Management Plan	Contracting Officer Contracting Officer's Representative Contract Specialist

REPORT DISTRIBUTION LIST	
<u>Report</u>	<u>Recipient</u>
Project Status Report	Contracting Officer Contracting Officer's Representative Contract Specialist
Quality Control Plan/Quality Assurance Surveillance Plan	Contracting Officer Contracting Officer's Representative Contract Specialist
Safety Plan	Contracting Officer Contracting Officer's Representative Contract Specialist
Travel/Training/Conference Attendance Plans/Reports	Contracting Officer Contracting Officer's Representative Contract Specialist

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 | F. Information Technology |
| B. Health and Safety | G. Subcontractor Controls |
| C. Personnel | H. Quality Assurance Program/Plan
(to include QASP) |
| D. Legal | I. Other |
| E. Procurement | |

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/Quality Assurance Surveillance Plan for all work under this contract.
- (g) Health and Safety Plan. Plan must be conducive to establishing a safe work environment and must include processes for handling health and safety issues.

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

<u>Name</u>	<u>Title</u>
Louis J. Defusco	Project Manager
Francisco J. Mezquita	Deputy Project Manager
Kipton Downer	Finance & Control Manager
James (Jim) McCartney	Technical Assurance Manager
Blaise Dunn	Information Technology Manager
Molly Pedeaux	Business Management & Administrative Manager (Deltha Site Manager)
Bobby Woods	Facility Security Officer (FSO, Chenega)
James (Jim) McCartney	Facility Security Officer (FSO, Deltha)