

| | | | | | | | |
|---|------|---|--|--|---|---|----------------|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING N | PAGE OF PAGES 1 40 | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. DE-RP52-08NA28091 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED | |
| 7. ISSUED BY FAD/SSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 MARIA A. VIGIL 505 845-4809 MVIGIL@DOEAL.GOV | | | | CODE 898358 | | 8. ADDRESS OFFER TO (If other than Item 7) SEE BLOCK 7 | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | |
| SOLICITATION | | | | | | | |
| 9. Environmental Characterization & Remediation Services for NNSA Nevada Site Office 100% Small Business Set-Aside | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME See Block 7 | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7 | | C. E-MAIL ADDRESS See Block 7 | |
| 11. TABLE OF CONTENTS | | | | | | | |
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| OFFER (Must be fully completed by offeror) | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % | |
| 14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE | |
| 15A. NAME AND ADDRESS OF OFFEROR | | | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | |
| 15B. TELEPHONE NO. (Include area code) | | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | 17. SIGNATURE | | 18. OFFER DATE |
| AWARD (To be completed by Government) | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | |
| 24. ADMINISTERED BY (If other than Item 7) CODE | | | | 25. PAYMENT WILL BE MADE BY CODE | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

0001 \$ _____

Noun: ENVIRONMENTAL CHARACTERIZATION AND
REMEDIATION SERVICES
Contract type: R - COST PLUS AWARD FEE
Start Date: 01 OCT 2008
Completion Date: 30 SEP 2010
Descriptive Data:

The Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated 29 February 2008. The Contractor shall perform the work at designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Site Office to include the Nevada Test Site, portions of Tonopah Test Range, and portions of Nevada Test and Training Range which is formerly Nellis Air Force Base.

0002 \$ _____

Noun: AWARD FEE & PERFORMANCE INCENTIVE FEE
Contract type: R - COST PLUS AWARD FEE
Start Date: 01 OCT 2008
Completion Date: 30 SEP 2010
Descriptive Data:

The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section H.

0003 \$ _____

Noun: TRAVEL
Contract type: S - COST
Start Date: 01 OCT 2008
Completion Date: 30 SEP 2010
Descriptive Data:

The Contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement. ***This is a cost reimbursable item only and is non-fee bearing.***

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

0004 \$ _____

Noun: MATERIALS/SUPPLIES
Contract type: S - COST
Start Date: 01 OCT 2008
Completion Date: 30 SEP 2010

Descriptive Data:
 The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement. ***This is a cost reimbursable item only and is non-fee bearing.***

0005 \$ _____

Noun: EQUIPMENT
Contract type: S - COST
Start Date: 01 OCT 2008
Completion Date: 30 SEP 2010

Descriptive Data:
 The Contractor shall provide all costs associated with cost allocations, charge-backs and all Contractor-acquired property to accomplish the work specified in the Performance Work Statement. ***This is a cost reimbursable item only and is non-fee bearing.***

0006 NSP

Noun: DATA AND REPORTS SUPPORTING CLIN 0001, AND CLINS 0007, 0012, & 0017

ACRN: U
Contract type: R - COST PLUS AWARD FEE
Start Date: ASREQ
Completion Date: ASREQ

Descriptive Data:
 The contractor shall submit reports in accordance with Section J Attachment 2 entitled, "Reporting Requirements Checklist." ***This CLIN is not separately priced (NSP)*** and price for this effort is included in CLIN 0001 and CLINs 0007, 0012 and 0017 if these Options are exercised.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

| | | | |
|------|-----------------------|--|----------|
| 0007 | OPTION CLIN (service) | | \$ _____ |
|------|-----------------------|--|----------|

Noun: OPTION 1 - ENVIRONMENTAL CHARACTERIZATION & REMEDIATION SERVICES

Descriptive Data:
(1 Oct 2010 - 30 Sep 2011). The Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated 29 February 2008. The Contractor shall perform the work at designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Site Office to include the Nevada Test Site, portions of Tonopah Test Range, and portions of Nevada Test and Training Range which is formerly Nellis Air Force Base. **(The value of Option 1, if exercised, shall be \$ _____).**

| | | | |
|------|-----------------------|--|----------|
| 0008 | OPTION CLIN (service) | | \$ _____ |
|------|-----------------------|--|----------|

Noun: OPTION 1 - AWARD FEE & PERFORMANCE INCENTIVE FEE

Descriptive Data:
(1 Oct 2010 - 30 Sep 2011). The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section H.

| | | | |
|------|-----------------------|--|----------|
| 0009 | OPTION CLIN (service) | | \$ _____ |
|------|-----------------------|--|----------|

Noun: OPTION 1 - TRAVEL

Descriptive Data:
(1 Oct 2010 - 30 Sep 2011). The Contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement. **This is a cost reimbursable item only and is non-fee bearing. (The value of Option 1 travel if exercised, shall be \$ _____).**

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

| | | | |
|------|-----------------------|--|----------|
| 0010 | OPTION CLIN (service) | | \$ _____ |
|------|-----------------------|--|----------|

Noun: OPTION 1 - MATERIALS/SUPPLIES

Descriptive Data:

(1 Oct 2010 - 30 Sep 2011). The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement. **This is a cost reimbursable item only and is non-fee bearing. (The value of Option 1 material if exercised, shall be \$ _____).**

| | | | |
|------|--|--|----------|
| 0011 | | | \$ _____ |
|------|--|--|----------|

Noun: OPTION 1 - EQUIPMENT

Contract type: S - COST

Start Date: 01 OCT 2010

Completion Date: 30 SEP 2011

Descriptive Data:

(1 Oct 2010 - 30 Sep 2011). The Contractor shall provide all costs associated with cost allocations, charge-backs and all Contractor-acquired property to accomplish the work specified in the Performance Work Statement. **This is a cost reimbursable item only and is non-fee bearing. (The value of Option 1 equipment if exercised, shall be \$ _____).**

| | | | |
|------|-----------------------|--|----------|
| 0012 | OPTION CLIN (service) | | \$ _____ |
|------|-----------------------|--|----------|

Noun: OPTION 2 - ENVIRONMENTAL CHARACTERIZATION & REMEDIATION SERVICES

Descriptive Data:

1 Oct 2011 - 30 Sep 2012). The Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated 29 February 2008. The Contractor shall perform the work at designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Site Office to include the Nevada Test Site, portions of Tonopah Test Range, and portions of Nevada Test and Training Range which is formerly Nellis Air Force Base. **(The value of Option 2, if exercised, shall be \$ _____).**

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|--|-------------------|---------------------------------|
| 0013 | OPTION CLIN (service) | | \$ _____ |
| | <i>Noun:</i> OPTION 2 - AWARD FEE & PERFORMANCE INCENTIVE FEE | | |
| | <i>Descriptive Data:</i> (1 Oct 2011 - 30 Sep 2012). The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section H. | | |
| 0014 | OPTION CLIN (service) | | \$ _____ |
| | <i>Noun:</i> OPTION 2 - TRAVEL | | |
| | <i>Descriptive Data:</i> (1 Oct 2011 - 30 Sep 2012). The Contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement. This is a cost reimbursable item only and is non-fee bearing. (The value of Option 2 travel if exercised, shall be \$ _____). | | |
| 0015 | OPTION CLIN (service) | | _____ |
| | <i>Noun:</i> OPTION 2 - MATERIALS/SUPPLIES | | |
| | <i>Descriptive Data:</i> (1 Oct 2011 - 30 Sep 2012). The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement. This is a cost reimbursable item only and is non-fee bearing. (The value of Option 2 material if exercised, shall be \$ _____). | | |
| 0016 | OPTION CLIN (service) | | _____ |
| | <i>Noun:</i> OPTION 2 - EQUIPMENT | | |
| | <i>Descriptive Data:</i> (1 Oct 2011 - 30 Sep 2012). The Contractor shall provide all costs associated with cost allocations, charge-backs and all Contractor-acquired property. This is a cost reimbursable item only and is non-fee bearing. (The value of Option 2 equipment if exercised, shall be \$ _____). | | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|---|-------------------|---------------------------------|
| 0017 | OPTION CLIN (service) | | _____ |
| | <p><i>Noun:</i> OPTION 3 - ENVIRONMENTAL CHARACTERIZATION & REMEDIATION SERVICES</p> | | |
| | <p><i>Descriptive Data:</i> (1 Oct 2012 - 30 Sep 2013). The Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated 29 February 2008. The Contractor shall perform the work at designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Site Office to include the Nevada Test Site, portions of Tonopah Test Range, and portions of Nevada Test and Training Range which is formerly Nellis Air Force Base. (The value of Option 3, if exercised, shall be \$_____.)</p> | | |
| 0018 | OPTION CLIN (service) | | \$_____ |
| | <p><i>Noun:</i> OPTION 3 - AWARD FEE & PERFORMANCE INCENTIVE FEE</p> | | |
| | <p><i>Descriptive Data:</i> (1 Oct 2012 - 30 Sep 2013). The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section H.</p> | | |
| 0019 | OPTION CLIN (service) | | \$_____ |
| | <p><i>Noun:</i> OPTION 3 - TRAVEL</p> | | |
| | <p><i>Descriptive Data:</i> (1 Oct 2012 - 30 Sep 2013). The Contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement. This is a cost reimbursable item only and is non-fee bearing. (The value of Option 3 travel if exercised, shall be \$_____).</p> | | |
| 0020 | OPTION CLIN (service) | | \$_____ |
| | <p><i>Noun:</i> OPTION 3 - MATERIALS/SUPPLIES</p> | | |
| | <p><i>Descriptive Data:</i> (1 Oct 2012 - 30 Sep 2013). The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement. This is a cost reimbursable item only and is non-fee bearing. (The value of Option 3 material if exercised, shall be \$_____).</p> | | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|-------------|-----------------------|-------------------|---------------------------------|
| 0021 | OPTION CLIN (service) | | \$_____ |

Noun: OPTION 3 - EQUIPMENT

Descriptive Data:

(1 Oct 2012 - 30 Sep 2013). The Contractor shall provide all costs associated with cost allocations, charge-backs and all Contractor-acquired property. ***This is a cost reimbursable item only and is non-fee bearing. (The value of Option 3 equipment if exercised, shall be \$_____).***

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B006 ESTIMATED COST, BASE, AND AWARD FEE AND PERFORMANCE INCENTIVE FEE - INCREMENTALLY FUNDED (FEB 2008)

(a) Pursuant to FAR Clause 52.216-7, "Allowable Cost and Payment," the total estimated cost for the base period of this contract is (to be completed by the Government at the time of contract award).

(b) The base fee for this contract is \$0.00.

(c) The total available fee for the base period of this contract is (to be completed by the Government at the time of contract award).

(d) The total amount for the base period of this contract is (to be completed by the Government at the time of contract award).

(e) Pursuant to FAR Clause 52.232-22, "Limitation of Funds," the total amount of incremental funding allotted to this contract is (to be determined prior to contract award). It is estimated that this amount is sufficient to cover performance through (to be determined prior to contract award).

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005) (TAILORED)

The Performance Work Statement is included as Attachment 1 to this contract and is listed in Part III, Section J.

C003 REPORTS (FEB 2005) (TAILORED)

Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2.

C006 PREPARATION AND TRANSMITTAL OF SCIENTIFIC AND TECHNICAL INFORMATION (OCT 2006) (TAILORED)

(a) The Contractor shall deliver Scientific and Technical Information (STI) in accordance with DOE Order 241.1A, Chg 1 as revised, "Scientific and Technical Information Management," and its accompanying DOE Guide 241.1-1A as revised, "Guide to the Management of Scientific and Technical Information." Both documents can be accessed on the internet at <http://www.directives.doe.gov> and are incorporated in this contract by reference.

(b) The Contractor shall submit each report or other STI product electronically on the DOE Energy Link System (E-Link). Do not send reports or other STI products directly to the Office of Scientific and Technical Information (OSTI). Acceptable formats are PDF Normal and PDF Image.

(c) The E-Link data base may be accessed on the internet at <http://www.osti.gov/mlink/>. Each report or other STI product shall accompany a complete and accurate DOE Form 241.3. The form is entitled "Announcement of Department of Energy (DOE) Direct Procurement Scientific and Technical Information." This form is fillable online. Reports are uploaded with the form.

(d) Each report or other STI product must be accompanied by a separate DOE Form 241.3.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING (FEB 2005) (TAILORED)

Preservation, packaging, and packing for shipment or mailing of all non-classified 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 rates.

D002 MARKING (FEB 2005) (TAILORED)

(a) Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (1) identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

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

D003 SECURITY REQUIREMENTS (FEB 2005) (TAILORED)

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by applicable regulations and requirements of the U.S. Department of Transportation, the U.S. Nuclear Regulatory Commission and those DOE Safeguards and Security directives identified in Section J, Part III, Attachment 5, entitled, "List of Applicable DOE Directives."

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F002 PERIOD OF PERFORMANCE - COMPLETION (FEB 2005) (TAILORED)

(a) The period of performance for CLIN 0001, Environmental Characterization and Remedial Services is from award of this contract through September 30, 2010.

If exercised, the period of performance for the Options are as follows:

(b) CLIN 0007, Option 1 is from October 1, 2010 through September 30, 2011.

(c) CLIN 0012, Option 2 is from October 1, 2011 through September 30, 2012.

(d) CLIN 0017, Option 3 is from October 1, 2012 through September 30, 2013.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

0001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Contracting Officer's Representative (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contracting Officer. The point of contact for technical correspondence is:

Contracting Officer Representative (COR):

COR to be determined.

NNSA, Nevada Site Office
232 Energy Way
North Las Vegas, NV 89030
Phone:
Fax:
E-mail:

Contracting Officer:

The term "Contracting Officer" in this contract refers to the Nevada Site Office Contracting Officer whose name, address, phone, fax number and e-mail address are as follows:

Laura Haverlock
NNSA, Nevada Site Office
232 Energy Way
North Las Vegas, NV 89030
Phone: (702) 295-2339
Fax: (702) 657-7568
E-mail: HaverlockL@nv.doe.gov

(b) Patent Counsel

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contracting Officer with information copies to the COR and the NNSA Patent Counsel as follows:

DOE NNSA/Service Center
Office of Chief Counsel
P.O. Box 5400
Albuquerque, NM 87185-5400

G003 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE CONTRACTS) (MAR 2008)

(a) The following instructions are provided for submission of vouchers requesting reimbursement for work performed on negotiated cost-reimbursement type contracts. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system can be found in the "Electronic Invoice Instructions" document under the "Document Links" section on the web page.

(c) Each voucher submitted shall include the following:

- (1) contract number;
- (2) order number;
- (3) contractor name;
- (4) date of voucher;
- (5) invoice number (invoices shall be sequentially numbered);
- (6) total amount of voucher;
- (7) period covered or items delivered; and
- (8) cumulative amount invoiced to date.

(d) If you are unable to submit invoices electronically, contact the Contracting Officer identified in clause G001.

G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005) (TAILORED)

(a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/if, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.

(b) The Contracting Officer's Representative(s) (COR) for this contract is identified at G001. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named at G001, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

_____ (Insert list of applicable subcontractors)

B. NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H001 PROVISIONAL PAYMENT OF AWARD FEE (JAN 2008)

Interim payments of the available award fee may be negotiated with the Contracting Officer after contract award.

H002 TOTAL AVAILABLE FEE, PERFORMANCE - BASED PLAN (JAN 2008)

(a) Total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with the provisions of this clause, is available for payment in accordance with the Performance-Based Fee Plan (PBFP) described in subparagraph (b) of this clause.

(1) The award fee for this contract shall be awarded upon the unilateral determination of the Fee Determination Official that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the Fee Determination Official's evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Performance Based Award Fee Plan of the PBFP. Award Fee available for each period is as set forth in the PBFP.

(2) The incentive fee for this contract shall be awarded upon successful completion of discrete incentives as specified in the PBFP. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Performance Incentive Fee Plan of the PBFP. Performance Incentive Fee available for each period is as set forth in the PBFP.

(b) Annual Total Available Fee.

(1) Fee Negotiations. Prior to the beginning of each fiscal year (October 1) under this contract, or other appropriate evaluation period as mutually agreed upon, the Contracting Officer and Contractor shall enter into negotiation of the requirements for the year or other appropriate period, including the evaluation areas and individual requirements subject to performance incentives and the total available fee. The fee to be negotiated must be based on costs that have not already been incurred. The contract shall be modified at the conclusion of each negotiation to reflect the negotiated requirements. In the event the parties fail to agree on the requirements, the evaluation areas, individual requirements subject to incentives, or the total available fee, 30 days prior to the start date of the performance period, a unilateral determination may be made by the Contracting Officer.

(2) The fee pool will be split between Award Fee and Performance Incentive Fee over the life of the contract as follows:

| Evaluation Period | Award Fee | Performance Incentive Fee | Total Available Fee |
|------------------------|-----------|---------------------------|---------------------|
| Base Contract - Year 1 | 40% | 60% | 100% |
| Base Contract - Year 2 | 40% | 60% | 100% |
| Option Year 1 | 30% | 70% | 100% |
| Option Year 2 | 30% | 70% | 100% |
| Option Year 3 | 30% | 70% | 100% |

(c) Performance Based Fee Plan (PBFP). To the extent not set forth elsewhere in the contract:

The Government shall establish a PBFP upon which the determination of the total available fee amount earned shall be based. The PBFP will address all of the requirements of contract performance specified

in the contract directly or by reference. The PBFP will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. The PBFP shall also set forth the amount by which the total available fee amount that will be allocated between award and performance incentive fee and the methodology for determining the amount of fee earned. A copy of the PBFP shall be provided to the Contractor:

(1) prior to the start of an evaluation period if the requirements, evaluation areas, specific performance incentives, amount of fee, and allocation of fee to such evaluation areas and specific performance incentives have been mutually agreed to by the parties, or

(2) not later than thirty days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific performance incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the Contracting Officer.

(d) Contractor self-assessment.

Award Fee. Following each award fee evaluation period, the Contractor shall submit a self-assessment within 5 working days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The Nevada Site Office (NSO) Deputy Assistant Manager for Environmental Management (D/AMEM), or designee, will review the Contractor's self-assessment as part of its independent evaluation of the contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the determination of award fee.

(e) Total Fee Amount Earned:

(1) Award Fee:

(A) The evaluations made for the determination of award fee shall be conducted annually. The Government shall, at the conclusion of each specified award fee evaluation period, evaluate the Contractor's performance on all requirements and determine, in accordance with the PBFP, the total award fee amount earned. The NSO D/AMEM, or designee, will be the Fee Determination Official (FDO) The Contractor agrees that the determination as to the total available Award Fee earned is a unilateral FDO determination. The FDO determination is final and not subject to the term of the clause entitles "Disputes" or any other appeal clauses.

(B) The FDO shall issue the final total available award fee amount earned determinations in accordance with the PBFP. The final award fee determinations must be made within 40 calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment or 45 calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and Contracting Officer agree. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined maximum available fee amount earned.

(2) Performance Incentive Fee:

(A) The evaluations made for the determination of performance incentive fee shall be accomplished by the COR upon receipt of the Contractor's "Request for Payment of Performance-Based Incentive." Payment of fee earned for performance based incentives will occur upon Contracting Officer receipt of the "Performance-Based Incentive Validation Form" from the COR and an invoice requesting payment from the Contractor. This request must include the supporting documentation (cost, schedule, etc.) applicable to the accomplishment of the performance incentive.

(B) A performance incentive fee determination must be made by the Contracting Officer within 30 calendar days after the receipt by the Contracting Officer of the Contractor's Request for

Payment of Performance Based Incentive for each discrete milestone incentive. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned.

(f) Contract Modifications. The contract will be modified unilaterally by the Contracting Officer on an annual basis after the award fee determination has been made.

H003 PRICE-ANDERSON AMENDMENTS ACT (PAAA) NON-COMPLIANCE (JAN 2008)

The Contractor shall establish an internal PAAA non-compliance identification, tracking and corrective action system and shall provide access to and fully support DOE and NNSA reviews of the system. The Contractor shall also implement a PAAA reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to the PAAA requirements.

H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005) (TAILORED)

In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

(1) the amount required by the State of Nevada under applicable Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance of at least \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

H005 STOP-WORK AND SHUTDOWN AUTHORIZATION (JAN 2008)

(a) Imminent Health and Safety Hazard: This is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the Facility Safety Envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) Nuclear Criticality, (2) Radiation Exposure, (3) Fire/Explosion, and/or (4) Toxic Hazardous Chemical Exposure.

(b) Stop Work: In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel over-viewing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public and to protect NNSA facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the

shutdown or other actions as required. Such mitigating action should subsequently be coordinated with the Nevada Site Office (NSO) Site Manager and Contractor management.

(c) Shutdown: In the event of an imminent danger in relation to the Facility Safety Envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel over-viewing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the NSO Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to FAR Clause 52.242-15.

(d) Facility Representatives: NSO personnel designated as Facility Representatives (FR) provide the technical oversight of operations. The FR has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop work authority will be used for an operation of facility which is performing work the FR believes:

- (1) Poses an imminent danger to health and safety of workers or public if allowed to continue;
- (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
- (3) Could result in the release of radiological or chemical hazard to the environment in excess of regulatory limits.

H006 ACCESS TO DOE-OWNED OR LEASED FACILITIES (OCT 2005) (TAILORED)

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

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

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

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

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

H007 CONTRACTOR'S PROGRAM MANAGER (FEB 2005) (TAILORED)

(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 provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

(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.

H008 INFORMATION TECHNOLOGY EQUIPMENT USE (FEB 2005) (TAILORED)

(a) The Contractor is not authorized to acquire any information technology equipment, real or personal property, or data at the Government's expense, under this contract, without the prior written approval of the Contracting Officer. The Government will allow for access to its computer systems on an as-required basis and will provide the network capability (exclusive of hardware which will be provided by the Contractor).

(b) Requirements for information technology equipment which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. If Contracting Officer consent is required, the Contractor shall furnish to the Contracting Officer information concerning the need for and selection of such information technology equipment, including the specific make and model; and the lease-versus-purchase determination.

H010 OBSERVANCE OF NATIONAL HOLIDAYS - BILLABLE TIME (FEB 2005) (TAILORED)

(a) Observance of National Holidays/Administrative Time-Off

(1) The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

(2) The Contractor shall not exceed the total number of holidays identified in paragraph (a) above. Contractor personnel shall comply with their own company's personnel policy and procedures regarding the administration of holidays. The costs associated with the observance of such holidays shall be consistent with company's established cost accounting standards and practices; other terms and conditions of the contract, and Federal Acquisition Regulation Part 31, Contract Cost Principles and Procedures.

(3) Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release is at the discretion of the Contractor. However, when granting any administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract. Costs for administrative time-off granted by the Contractor to its employees shall not be directly charged to the contract, nor shall the work be performed subsequently at premium or overtime pay. Additionally, the Government will not reimburse the Contractor for hours not worked by its employees.

(b) Billable Time

(1) Billable time performed during Contractor's normal duty hours of (TBD: to be determined prior to contract award) AM to (TBD: to be determined prior to contract award) PM, Monday through Friday, may include the following:

- (i) from the contractor's facility to assigned site of work or Government training;
- (ii) in performing the assigned duties;
- (iii) transfer to a new assigned site of work; and
- (iv) return from assigned site of work to the contractor's plant.

(2) Billable time outside normal duty hours will be reimbursed at normal salary or hourly rates.

(3) Billable travel time, except as provided in (1) above, shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.

(4) The following are not considered to be time spent in performance of work and shall not be billable, or payable under this contract:

- (i) sick leave
- (ii) vacation leave
- (iii) emergency leave

- above
- (iv) travel time to and from job assignment for leave or holiday
(v) travel time during other than the normal duty hours identified in paragraph (1)
- site; and
- (vi) unauthorized time spent before leaving contractor's facility for assigned work
(vii) time spent awaiting security clearances.

H012 ORGANIZATIONAL CONFLICT OF INTEREST (JAN 2008)

In addition to any Organizational Conflicts of Interest (OCI) statement or plan that the Contractor may have submitted with its offer, the Contractor shall also submit an OCI Compliance Plan to the Contracting Officer within 90 days after the award date of this Contract. The OCI Compliance Plan shall address the Contractor's approach for adhering to the Section I Clause 952.209-72, entitled, "Organizational Conflicts of Interest - Alternate I" and describes its procedures for aggressively self-identifying and resolving organizational conflicts of interest. The overall purpose of the OCI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The OCI Compliance Plan shall specifically address:

(1) How actual or potential OCI issues will be identified and either mitigated, resolved, or avoided during contract performance to include:

a) If the Contractor was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of formulating/revising Resource Conservation and Recovery Act (RCRA) regulations or policies that directly impact the activities that will be conducted under this contract.

b) If the Contractor was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of providing RCRA oversight support of the activities that will be performed under this contract.

c) If the Contractor was/is/plans to be under contract with the Nevada Site Office Management & Operating contractor or any subcontractor to any tier who is responsible for the remediation effort that will be identified from the characterization efforts under the contract.

(2) How the Contractor will ensure its work force is aware of and complies with Organizational Conflicts of Interest and OCI Compliance Plan requirements;

(3) How the Contractor will ensure that the activities of the Contractor's Parent Organization(s) and affiliated companies are consistent with its OCI Compliance Plan; and

(4) How the Contractor will protect confidential, proprietary, or sensitive information.

H013 SOFTWARE RIGHTS (FEB 2005) (TAILORED)

(a) If at any time during the performance of this contract, the Contractor believes that the use of Government-furnished computer resources, specifically Government-furnished software, may involve or result in the violation of the Government's license agreement; or that the performance of a requirement or task/delivery would involve the acquisition of licensed software to be delivered to the Government, the Contractor shall notify the Contracting Officer in writing and provide an explanation of the circumstances.

(b) The Contractor is not authorized to violate any licensing agreements, cause the NNSA to violate any licensing agreements, or acquire software which is covered by a licensing agreement on behalf of the Government without prior authorization of the Contracting Officer.

H015 RELEASE OF INFORMATION (FEB 2005) (TAILORED)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called out for in this contract shall be submitted for approval prior to actual printing distribution. Approval authority is NNSA Headquarters Congressional Intergovernmental of Public Affairs (NA3.5), Washington, DC. Proposed releases are to be submitted to the NSO Office of Public Affairs, P.O. Box 98518, Las Vegas, NV.

H016 KEY PERSONNEL (FEB 2005) (TAILORED)

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

| NAME | TITLE |
|-------|--------------------------------------|
| _____ | Program Manager |
| _____ | Soils Sub-Project Manager |
| _____ | UGTA Sub-Project Manager |
| _____ | Industrial Sites Sub-Project Manager |
| _____ | Project Control Manager |

_____ (insert names and titles)

Key Personnel are dedicated full-time to this contract.

(b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

H017 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (FEB 2005) (TAILORED)

(a) During contract performance, the Government will furnish the Contractor office space for approximately "120" individual(s) on an as-required basis. Additional office space may be provided by the Government as the NNSA project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.

(b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems may be furnished by the Government on an as-required basis. The Government may also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H018 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS) (FEB 2005) (TAILORED)

(a) In accordance with FAR clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)", as modified by DEAR 952.245-5, the property listed in Part III Section J, Attachment 3, is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

H020 COMPUTER SYSTEMS SECURITY (FEB 2005) (TAILORED)

(a) The Contractor agrees to comply with the DOE directives and applicable requirements set forth in Part III, Section J, Attachment 5 entitled, "List of Applicable DOE Directives," and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

H023 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (FEB 2005) (TAILORED)

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

H024 CONTRACTOR IDENTIFICATION SPECIFICATIONS (FEB 2005) (TAILORED)

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time, or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

H033 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT (MAR 2008)

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.

H037 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (FEB 2005) (TAILORED)

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

H039 VIOLENCE IN THE WORKPLACE (FEB 2005) (TAILORED)

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

H041 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS (MAY 2006)

(a) The Contractor must obtain any licenses, permits, other approvals or authorizations for conducting pertinent activities at the facility. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for operations under this contract (hereinafter referred to collectively as 'permits'). Except as specifically provided in the section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

(b) The Contractor must submit for DOE's review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.

(c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulator authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.

(d) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for such permits, such costs shall be allowable. In the event that such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with an acceptable form of financial responsibility. Under no circumstances shall the Contractor or its parent be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

(e) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

H043 HAZARDOUS WASTES MANIFESTS AND LABELS (MAY 2006) (FEB 2008)

The Contractor shall not identify the DOE as the owner or generator of hazardous wastes on waste manifests or container labels or otherwise without written permission by the Contracting Officer, unless expressly and specifically permitted by the contract.

H046 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (JUL 2006)

When the contract requires the specification or delivery of energy consuming products for use in a Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products conforming to the Federal Energy Management Program's (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar® at <http://www.energystar.gov/products> and FEMP at http://www.eere.energy.gov/femp/procurement/eep_requirements.cfm.

H047 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (FEB 2008) (TAILORED)

(a) No work may be performed at the covered workplace unless and until the government approves the contractor's Worker and Safety Health Program. "Covered workplace" means a place at a DOE site where a contractor is responsible for performing work in furtherance of a DOE or NNSA mission. "DOE site" means a DOE-owned or -leased area or location or other area or location controlled by DOE where activities and operations are performed at one or more facilities or places by a contractor in furtherance of a DOE mission.

(b) The Contractor, or a subcontractor at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. 10 CFR 851 is incorporated into the contract by reference. In the event of any conflict between this special contract requirement and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

(c) The contractor shall implement and maintain a written Worker and Safety Health Program that provides the methods of implementing the requirements of Subpart C of 10 CFR 851 (or Part 851 or §851).

(d) Contractors must incorporate in the Worker and Safety Health Program any changes, conditions, or workplace safety and health standards directed by DOE consistent with the requirements of 10 CFR Part 851 and Laws, Regulations, Directives and NNSA Policy (if in the basic contract) and associated contract clauses. (see §851.13(c)(3)).

(e) The contractor will provide a copy of their Government approval and WSHP plan to:

Mr. Glenn S. Podonsky, Chief
Office of Health, Safety and Security HS-1
Forrestal Bldg US DOE
1000 Independence Ave SW
Washington DC 20585

(f) Each year, 90 days before the anniversary of the contract effective date, the contractor must submit to the Contracting Officer either an updated worker safety and health program for approval or a letter stating that no changes are necessary in the currently approved worker safety and health program.

(g) If a contractor employs or supervises workers who are represented for collective bargaining by a labor organization, see §851.11(d).

(h) Nothing in Part 851 or this special contract requirement precludes a contractor from taking any additional protective action that is determined to be necessary to protect the safety and health of workers (see §851.12).

H049 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2007) (TAILORED)

(a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, Security, the Contractor shall use the DOE FOCI electronic submission system located at <https://foci.td.anl.gov/>.

(b) New users, when registering to update information under this contract, should select "NNSA Service Center Procurement/Purchasing" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are not accepted; therefore a signed original SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer.

H097 LAWS, REGULATIONS, DIRECTIVES, AND NNSA POLICY (JAN 2008)

The Contractor shall conduct contract operations and services in accordance with all applicable Federal, State, and local laws and regulations (including DOE regulations), DOE Orders and Directives, and NNSA Policy requirements. In performing work under this contract, the Contractor shall comply with the requirements of those DOE Orders/Directives or NNSA Policy requirements including Nevada Site Office requirements, or parts thereof, identified in Part III, Section J, Attachment 5. The Contracting Officer may, from time to time and at any time, revise the Section J Attachment "List of Applicable DOE Directives" by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising the list, the Contracting Officer will notify the Contractor in writing of the Government's intent to revise the list and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract compensation/consideration, 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 list and so advise the Contractor not later than 30 days prior to the effective date of the revision of the list. The Contractor and 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 of the list pursuant to the applicable "Changes" clause of this contract.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

| | |
|-----------|---|
| 52.203-03 | GRATUITIES (APR 1984) |
| 52.203-05 | COVENANT AGAINST CONTINGENT FEES APR 1984) |
| 52.203-06 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) |
| 52.203-07 | ANTI-KICKBACK PROCEDURES (JUL 1995) |
| 52.203-08 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007) |
| 52.203-14 | DISPLAY OF HOTLINE POSTER(S) (DEC 2007) |
| 52.204-02 | SECURITY REQUIREMENTS (DEVIATION) (MAY 2002) |
| 52.204-04 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) |
| 52.204-07 | CENTRAL CONTRACTOR REGISTRATION (JUL 2006) |
| 52.204-09 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007) |
| 52.209-06 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) |
| 52.215-02 | AUDIT AND RECORDS -- NEGOTIATION (JUN 1999) |
| 52.215-08 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997) |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997) |
| 52.215-13 | SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997) |
| 52.215-17 | WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) <i>FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)</i> <i>"This clause is applicable if facilities capital cost of money is not proposed by the Offeror."</i> |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) |
| 52.217-08 | OPTION TO EXTEND SERVICES (NOV 1999) Period of time '60 days' |
| 52.219-06 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003) |
| 52.219-08 | UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING (DEC 1996) |
| 52.222-01 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) |
| 52.222-02 | PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '\$0.00' |
| 52.222-03 | CONVICT LABOR (JUN 2003) |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) |
| 52.222-26 | EQUAL OPPORTUNITY (MAR 2007) |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) |
| 52.222-41 | SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007) |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (AUG 2007) |
| 52.223-02 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007) |

- 52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)
Para (b), Material Identification No: 'None'
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) (DEC 2007)
- 52.224-01 PRIVACY ACT NOTIFICATION (APR 1984)
52.224-02 PRIVACY ACT (APR 1984)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.227-01 AUTHORIZATION AND CONSENT (DEC 2007)
52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (DEC 2007)
52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007)
52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007) - ALTERNATE II (DEC 2007)
52.232-17 INTEREST (JUN 1996)
52.232-22 LIMITATION OF FUNDS (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (OCT 2003) - ALTERNATE I (FEB 2002)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.237-03 CONTINUITY OF SERVICES (JAN 1991)
52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
52.244-02 SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'TBD'
Para (k), the following subcontracts which were evaluated during negotiations: 'TBD'
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.245-01 GOVERNMENT PROPERTY (JUN 2007)
52.245-02 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUN 2007)
List Government Property "TBD after contract award, but the following types of Government furnished facilities/equipment will be provided: Office space to accommodate approximately 120 desks (not necessarily in the same area, phone lines; office furniture; data handling equipment; janitorial services for occupied areas; computer support to include the NNSA standard automated information systems, NNSA current standard operating system and office suite, localized printers, fax machines, and copying machines and desktop, local area network, metropolitan area network and wide area network support for operational computing."
- 52.245-09 USE AND CHARGES (JUN 2007)
52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14 EXCUSABLE DELAYS (APR 1984)

52.251-01 GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.204-75 PUBLIC AFFAIRS (DEC 2000)
952.208-70 PRINTING (APR 1984)
952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) - ALTERNATE I (JUN 1997)
Para (b)(1)(i), period of restriction
'three (3)'
952.215-70 KEY PERSONNEL (DEC 2000)
952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)
952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.227-14 RIGHTS IN DATA-GENERAL. (DOE COVERAGE) (FEB 1998) - ALTERNATE VII (FEB 1998)
952.242-70 TECHNICAL DIRECTION (DEC 2000)
952.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (AUG 2005)
952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)
952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-01 DEFINITIONS (DEVIATION) (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(c) "Agency head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for National Nuclear Security Administration of the Department of Energy. "Senior Procurement Executive" means, the individuals who are responsible for management direction of the acquisition system of NNSA, including implementation of the unique acquisition policies, regulations, and standards of NNSA. For NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.216-07 ALLOWABLE COST AND PAYMENT (AS MODIFIED BY DEAR 952.216-7 ALTERNATE II FOR COMMERCIAL BUSINESS) (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract,

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (TAILORED)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code ----
----- assigned to contract number -----.

[Contractor to sign and date and insert authorized signer's name and title].

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-- (to be determined prior to contract award).

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

52.252-04 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: "to be completed if applicable upon contract award"

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.204-02 SECURITY (DEVIATION) (MAY 2002)

(a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify

the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

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

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning

(1) design, manufacture, or utilization of atomic weapons;

(2) the production of special nuclear material; or

(3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12958 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12958, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12958.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which

would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

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

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

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

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

| DOCUMENT | PGS | DATE | TITLE |
|--------------|-----|-------------|--|
| ATTACHMENT 1 | 19 | 29 FEB 2008 | U.S. DEPARTMENT OF ENERGY, NATIONAL NUCLEAR SECURITY ADMINISTRATION, NEVADA SITE OFFICE PERFORMANCE WORK STATEMENT FOR ENVIRONMENTAL CHARACTERIZATION & REMEDIATION SERVICES |
| ATTACHMENT 2 | 4 | 29 FEB 2008 | REPORTING REQUIREMENTS CHECKLIST |
| ATTACHMENT 3 | TBD | 29 FEB 2008 | GOVERNMENT FURNISHED PROPERTY - TBD |
| ATTACHMENT 4 | 19 | 29 FEB 2008 | PERFORMANCE-BASED FEE PLAN |
| ATTACHMENT 5 | 3 | 29 FEB 2008 | LIST OF APPLICABLE DOE DIRECTIVES |
| ATTACHMENT 6 | 3 | 29 FEB 2008 | CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS) |
| ATTACHMENT 7 | 9 | 17 AUG 2007 | WAGE DETERMINATION NO. 2005-2332 REV-7 |

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|------------|-------|------|--------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.209-08 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES (DEVIATION) (JUN 1997)

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

(b) The offeror shall provide the statement described in paragraph (c) of this provision as an Exhibit to this Section K.

(c) The statement must contain the following:

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

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

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

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 IGNATURE/CERTIFICATION (FEB 2005) (TAILORED)

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the offeror certifies that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Date of Execution

Name of Organization

Street

City, State, Zip Code

Solicitation Number

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

| | |
|-----------|---|
| 52.215-01 | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) |
| 52.215-16 | FACILITIES CAPITAL COST OF MONEY (JUN 2003) <i>"This clause is applicable if facilities capital cost of money is proposed by the Offeror."</i> |
| 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) |
| 52.222-46 | EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993) |
| 52.232-38 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999) |
| 52.237-01 | SITE VISIT (APR 1984) |

B. OTHER SOLICITATION PROVISIONS

| | |
|------------|--|
| 952.204-73 | FACILITY CLEARANCE (MAY 2002) |
| 952.233-04 | NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996) |

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.216-01 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost plus award fee contract with performance incentive fees contract resulting from this solicitation.

52.233-02 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mary B. Henry, United States Department of Energy, NNSA Service Center/OBS/FAD, PO. Box 5400, Albuquerque, NM 87185-5400, (505) 845-6493.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.233-02 SERVICE OF PROTEST (MAR 2002)

As prescribed in 48 CFR 933.106(a), add the following to the end of the Provision at FAR 52.233-2:

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

L001 PRE-PROPOSAL CONFERENCE (JAN 2008)

(a) An organized pre-proposal conference will be conducted at the location listed below on April 4, 2008, from 9:00 AM - 11:30 AM (PACIFIC TIME), for the purposes of explaining the Government's requirements associated with this solicitation. No site visits will be allowed. The address for the pre-proposal conference is:

Atomic Testing Museum
755 East Flamingo Road
Las Vegas, NV 89119

(b) Request for Proposal (RFP). It is recommended that Offerors bring a copy of the RFP as a reference to use during the conference.

(c) In order to allow preparation of responses and to expedite the discussion, questions are to be submitted electronically via Industry Interactive Procurement System (IIPS) to the Contract Specialist identified on the solicitation web page at least FIVE business days prior to the date of the conference. Each question shall clearly specify the area to which it relates (e.g., section and paragraph number.) When possible, questions shall be phrased to permit "YES" or "NO" responses. Questions generated as a result of the pre-proposal conference must be submitted via IIPS within THREE business days after the conference. A copy of all questions and their respective answers will be published on the IIPS web site. Offerors are advised that nothing that is said or done at the pre-proposal conference or answers provided by the Government through IIPS will qualify the terms and conditions of the solicitation. Terms of the solicitation will remain unchanged UNLESS the RFP is formally amended in writing per FAR 15.206.

L002 GENERAL INFORMATION (MAR 2008)

(a) Supplemental Solicitation Definitions.

"Electronic signature" or "signature" means a method of signing an electronic message that (i) Identifies and authenticates a particular person as the source of the electronic message; and (ii) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware and software platform, including the associated databases, by which the National Nuclear Security Administration conducts electronic business.

"Proposal" means the electronic proposal submitted via IIPS.

(b) Points of Contact. The sole points of contact (POCs) during the conduct of this procurement are Mary Henry, Contracting Officer (CO), 505-845-6493, mhenry@doeal.gov; and Maria Aurora Vigil, Contract Specialist (CS), 505-845-4809, mvigil@doeal.gov with the following address: NNSA Service Center, P.O. Box 5400, Albuquerque, NM 87185. Individual POCs identified at Clause G001 will be provided after contract award.

(c) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO or CS to obtain clarification. Any clarifications will be posted on IIPS for all proposing contractors to view. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO/CS.

(d) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.

(e) Amendment of Solicitation Prior to Proposal Closing Date. The Government reserves the right to amend the solicitation prior to the closing date for receipt of proposals by issuance of formal amendment(s)--Standard Form 30 to this RFP. If such amendments require material changes, the proposal closing date may be postponed by enough days to enable Offerors to revise their proposals. In such case, the amendment will include an announcement of the new proposal closing date and time.

(f) Solicitation Questions/Comments and Proposal Response (Submission) Information. Reference the "IIPS User Guide for Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>.

(g) Expenses related to Proposal Submissions. This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

(h) Independent Protest Review. Offerors are notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the Contracting Officer. This independent review is available: (i) as an alternative to consideration by the Contracting Officer of a protest or; (ii) as an appeal of the Contracting Officer's decision on a protest. Designation of the officials conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, Service of Protest.

L003 INTERNET SITES (MAR 2008)

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://mangement.energy.gov/DEAR.htm>

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide for Contractors:
<http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

NNSA Service Center's ECRS website: <http://www.doeal.gov/ecrs/Default.aspx>

L004 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (MAR 2008)

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L005 OFFERORS SEEKING INFORMATION FROM INCUMBENT CONTRACTOR EMPLOYEES (MAR 2008)

(a) Contacts with the incumbent Contractor employees regarding possible future employment are permitted. However, to avoid disruption of work, such contacts and interviews must take place outside the working hours of such employees and not on the Government site.

(b) When seeking information, recommendations or advice from the incumbent Contractor employees relating to the work called for by this solicitation, the offeror is cautioned to avoid organizational conflicts of interest during such discussions.

L006 NUMBER OF AWARDS (MAR 2008)

It is anticipated that there will be one (1) award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is considered to be in the Government's best interest to do so.

L007 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (MAR 2008)

This acquisition is set-aside for exclusive small business participation. The size standard for this solicitation is 500 Employees and the North American Industry Classification System (NAICS) code is 562910.

L008 GUIDANCE FOR PROSPECTIVE OFFERORS--IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (FEB 2005) (TAILORED)

(a) This procurement has been set aside for small business. Prospective Offerors contemplating teaming arrangements should ensure that their small business eligibility will not be compromised. In order to ensure that award is made to an eligible small business, prospective Offerors (especially those proposing a joint venture, subcontracting, or another form of teaming arrangement), in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121).

(b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and the Procuring Contracting Officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.

(c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership (stock ownership or options, convertible securities and agreements to merge), common management, and contractual relationships are considered. An Offeror will also be found to be affiliated with its subcontractor(s) if the Offeror is

unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.

(d) The SBA has issued extensive decisions concerning its evaluation of affiliation of an Offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.

(1) The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the Offeror or, if the Offeror is a joint venture or partnership, the joint venture participants or partners perform the primary or vital portions of the Statement of Work. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.

(2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the Offeror and any entities with which it has teaming arrangements.

(3) The SBA considers the extent to which the Offeror directly employs Key Personnel (Program Manager, Project Manager, etc.)

(4) If the Offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the Offeror. If the Offeror is an eligible joint venture the SBA considers whether the majority of the technical expertise resides among the joint venture members.

(5) The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.

(6) In reviewing affiliation between the Offeror and its proposed subcontractors or entities with which the Offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the Offeror and that entity.

L009 PROPOSAL SUBMISSION ADDRESS, DUE DATES, AND HAND CARRIED OFFERS (MAR 2008)

(a) Proposals shall be submitted via the Industry Interactive Procurement System (IIPS). Proposals must be received through the IIPS web site NO LATER THAN 4:00 PM (Mountain Standard Time) on May 13, 2008. See FAR 52.215-1(c)(3)(ii) "Instructions to Offerors-Competitive Acquisition," for treatment of late proposals. Submission of electronic proposals via IIPS will constitute the official submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the Standard Form (SF) 33. Each proposal must be submitted in accordance with the instructions in the IIPS User Guide, which is available at: <<http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>>. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) Instructions in the IIPS User Guide.

(b) Subcontractors submitting proprietary information may register in IIPS and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation.

(c) In addition to the submission of the proposal via IIPS, Offerors must also submit Hard Copies of the proposal (Volumes I, II, and III) along with a copy on a flash drive, CD or DVD at the address listed below NO LATER THAN 4:00 PM (Mountain Standard Time) on May 13, 2008:

Mailing Address:

National Nuclear Security Administration
Kirtland Air Force Base
Service Center/Office of Business Services
Attn: Maria Aurora Vigil
P.O. Box 5400
Albuquerque, NM 87185-5400

Overnight Express Address:

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Maria Aurora Vigil
Pennsylvania and H Streets
Albuquerque, NM 87116

Hand Carried Address*:

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Maria Aurora Vigil
Building 20388
Kirtland AFB, NM

* Offers may be hand carried as long as they are received before the closing date and time established herein. Offerors are cautioned that rigorous security procedures are in place at this Government facility that may result in additional time being required to hand carry documents. The responsibility of delivery of any hand carried documents within the stated due date in this RFP rests completely with the Offeror.

L010 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (MAR 2008)

(a) General Information

(1) Proposal Preparation Instructions, General. These general proposal preparation instructions provide general submission requirements and prescribe the format of proposal documents. More specific information pertaining to the content of the proposals is identified and described in subsequent Section L provisions.

(2) The proposal must include the information and follow the prescribed format in the subparagraphs below and contain the specific content identified in the Section L provisions. Failure to follow procedures and provide any of the documents or information may be considered a material omission and may adversely affect an Offeror's evaluation. A proposal that is sufficiently documented to support performance/price in a complete, orderly, and detailed manner will enable the Government to expedite the completion of a thorough and fair evaluation.

(3) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(4) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.

(5) Alternate Proposals. Alternate proposals will not be accepted.

(6) Contractor Teaming Arrangements. "Contractor Teaming Arrangements" is defined in Federal Acquisition Regulation (FAR) 9.601. Offerors shall provide full and complete information on each of the participating firms, including subcontractors, with particular emphasis placed on the ability of each member of the Offeror team to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Address each team member's role and responsibilities in this effort, where applicable, in Volume II.

(7) Reading Room: A reading room containing documents applicable to this solicitation is located at NNSA's website: <http://www.doeal.gov/ECRS/Default.aspx>. Reference documents that may not be displayed on the NNSA website will be made available for review during the week of the scheduled pre-proposal conference through proposal due date at the following location: Atomic Testing Museum, 755 East Flamingo Road, Las Vegas, NV 89119.

(b) Proposal Format

(1) The Government will consider how well the Offeror complies with all solicitation instructions. Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. Failure to comply with the proposal format set forth in this solicitation may result in the elimination of the Offeror or material not being evaluated. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. Proposal files are to be formatted in the following applications: Word 2000 or higher for Volumes I and II and Excel 2000 or higher for Volume III.

(2) The proposal shall consist of three volumes. Each Offeror's proposal shall be organized as stated in the table below. Information required for proposal evaluation, which is not found in its designated volume or tab, may not be evaluated and may result in an unfavorable evaluation. With the exception of pricing information requested in Volume I regarding Part I, Section B, "Supplies or Services and Prices/Costs," all contractual cost and pricing information shall be addressed only in the Cost Proposal Volume III, unless otherwise specified. Page limitations if any, for each volume are specified below.

| VOLUME # | TITLE | # OF PAPER COPIES | PAGE LIMIT |
|------------|-------------------------|------------------------------|--------------------------|
| Volume I | Offer & Other Documents | 1 Signed Original + 3 Copies | No page limit |
| Volume II | Tech & Mgmt Info | 1 Original + 8 Copies | Per Evaluation Criterion |
| Volume III | Cost Proposal | 1 Original + 8 Copies | No page limit |

(3) Each volume designated above, must also be submitted individually according to the instructions detailed in the "IIPS User Guide" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. See L009 for further information.

(4) Table of Contents. The Offeror shall have a table of contents in each proposal volume that identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

(5) Glossary. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(6) Page Description. Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered, as applicable, by section within each volume. The name of the Offeror, solicitation number, date, page number, and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in paragraph (7) below can be used for information within the margins; however, other text reductions are unacceptable.

(7) Text. The text, including spreadsheets, charts, tables, diagrams or drawings, graphs, and illustrations throughout the proposal, shall be 12 point (or larger), single-spaced, with Times New Roman preferred, but Courier, Geneva, Arial or Universal font type is allowable. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions," paragraph (9) below. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(8) Information in Volume II will only be read and evaluated up to the page limitation specified for each evaluation criterion. Page counting will begin with the first page and continue up to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference (including any information from Volume I or III) as a means to circumvent the page limitation.

(9) Page Count Exceptions. Table of Contents, Title Pages and Glossary will not be counted towards the page limitation. Other exceptions to the page count will be identified in the individual criterion in Volume II, Technical Requirements.

(10) Binding. Hard copies of proposals shall be submitted in loose-leaf, three-ring binders. Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's name, volume number, RFP number, and copy number (e.g., copy 2 of 8). The original for each volume will be clearly identified on the cover and spine. All binders will allow for easy removal and replacement of pages.

(11) Restrictions on Disclosure and Use of Data. The Offeror's attention is directed to FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition," in regards to the appropriate manner of marking proposals that include information in which disclosure to the public is not desired nor use by the Government except for evaluation purposes.

(12) All copies of the proposals shall become the property of the Government. The original copies of proposals shall be maintained in the official contract file and extra copies will be destroyed using the appropriate methods to protect the Offerors' competition sensitive information.

L011 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I--OFFER AND OTHER DOCUMENTS (MAR 2008)

(a) General. Volume I, Offer and Other Documents, shall contain a Proposal Cover Sheet and TABS 1 through 4. Organize it as detailed below.

(b) Content.

(1) Proposal Cover Sheet: The proposal cover sheet is required by FAR 52.215-1(c)(2) entitled, "Instructions to Offerors-Competitive Acquisition," which has been included by reference in this Section L. At a minimum, provide the following information in the Proposal Cover Sheet:

(A) Solicitation number.

(B) Name, address, telephone and facsimile numbers of the Offeror (and electronic address if available).

(C) DUNS, CAGE, and tax identification numbers (TINs) of the Offeror.

(D) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item as reflected on the Proposal Schedule (Section B, Supplies or Services and Prices/Costs) attached to the SF33.

(E) Names, titles, telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.

(F) Name, title, and signature of person authorized to sign the proposal.

(G) Acknowledge that your company's data at the Central Contractor Registration website is current per FAR Clause 52.204-7, Central Contractor Registration.

(2) TAB - 1: Tab 1 shall contain the Standard Form (SF) 33--Solicitation, Offer and Award and Section B, Proposal Schedule.

(A) Executed copies of these documents should be secured within a document protector and not "hole-punched." The Offeror shall complete Blocks 13 through 18 of the SF 33 and duly executed with an original signature by an official authorized to bind the company in accordance with instructions at FAR 4.102, Contractor's signature. Enter your proposed price for this acquisition on Part I, Section B - "The Schedule - Supplies or Services and Prices/Costs" ensuring that all Contract Line Item Numbers (CLINs) have been filled-in as to price.

(B) By signing and submitting the SF 33, the Offeror commits to accept the resulting contract as written. If the Offeror takes any exception or deviation to the terms or conditions contained in the RFP, the Offeror shall provide a list of, and the basis for the exception or deviation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation may make the offer unacceptable for award without discussions.

(3) TAB - 2: Tab 2 shall contain information regarding the Offeror's organizational type, if applicable, as follows:

(A) Corporate, Partnership, Joint-Venture Certificate, found at Section L, Attachment L-1.

(B) Joint-Venture Agreement or Operating Agreement that delineates the relationship between the firms, identifies authorities to bind the firm and signed by the parties.

(4) TAB - 3: Tab 3 shall contain information pertaining to Section K, Representations, Certifications, and Other Statements of Offerors as follows:

(A) Completed Section K, Representations, Certifications, and Other Statements of Offerors. Also include a copy of the information submitted in the Online Representations and Certifications Application (ORCA) - see <https://orca.bpn.gov>. Each member of a teaming arrangement, including subcontractors, if proposed, must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.

(B) Due to the nature of work associated with this contract, potential organizational conflicts of interest (OCI) exist. Section K, DEAR 952.209-08, Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services (Deviation) (June 1997) requires a statement

described in paragraph (c) therein. Paragraph (c) further requires that for any actual or significant potential OCI, the Offeror shall submit a plan of action/activities to avoid, neutralize, or mitigate such conflict. In addition to any actual or significant potential OCI that may be identified by the Offeror, the Government has identified the following potential OCI situations the Offeror shall disclose and address, if applicable, in the statement and plan:

(i) If the Offeror was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of formulating/revising Resource Conservation and Recovery Act (RCRA) regulations or policies that directly impact the activities that will be conducted under this procurement.

(ii) If the Offeror was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of providing RCRA oversight support of the activities that will be performed under this procurement.

(iii) If the Offeror was/is/plans to be under contract with the Nevada Site Office Management & Operating contractor or any subcontractor to any tier who is responsible for the remediation effort that will be identified from the characterization efforts under this procurement.

(5) TAB - 4: Tab 4 shall contain the following "Additional Information:"

(A) Information required in H016, "Key Personnel" of Section H, Special Contract Requirements.

(B) Information required in L014, "Cognizant Agency for Indirect Rate Negotiation" of Section L, Instructions, Conditions, and Notices to Offerors.

(C) Evidence supporting that the Offeror is VETS 100 compliant in accordance with the Vietnam Era Veterans' Readjustment Act of 1972. See website www.vets100.com.

(D) Contract Security Classification Specification (reference Section J, Attachment 6 entitled, "Contract Security Specification (CSCS) Form.") Offerors who have either a Department of Defense or Department of Energy Facility Clearance must provide a DOE Facility Clearance code for themselves and all proposed team members/ subcontractors.

(E) Signed Standard Form 328, "Certificate Pertaining to Foreign Interests." See L015 for further information.

L012 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND MANAGEMENT INFORMATION (MAR 2008)

(a) General. Volume II shall contain all information and material submitted in accordance with the following instructions, which will be evaluated under the Criteria listed in Section M, "Evaluation Factors for Award." This volume shall address four evaluation criteria at TABS 1 through 4. In order for the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in this volume of your proposal. If estimated labor hours will provide clarity, they shall be quoted in labor hours only, with no indication as to the cost of these labor hours in this volume.

(b) Content.

(1) TAB - 1: Criterion 1, Technical Approach (Page Limit: 50 pages)

The Offeror shall describe its proposed technical approach for accomplishing the following selected requirements of the Performance Work Statement (PWS). As a part of the proposed approach, address

any technical risks associated with these requirements and the proposed approach to avoid or minimize those technical risks.

(A) Soils Sub-Project: Characterization of radiologically contaminated soils over widespread areas greater than a hundred acres.

(B) UGTA Sub-Project: (1) The development and application of computer flow and transport models for radiologically contaminated groundwater, in deep (greater than 500 feet below ground surface) and complex geologic settings covering distances of many kilometers. Include the collection and utilization of data to support the development of the model. (2) The development of a long-term groundwater monitoring program based on the computer flow and transport models.

(C) Project Management: The concepts, systems, and procedures of the Offeror's proposed project management and control system, including an Earned Value Management System to be used to plan, manage, control, measure progress, and provide projections of performance of activities against cost, schedule, and technical baselines.

Simply repeating the PWS requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

(2) TAB - 2: Criterion 2, Key Personnel and Retention Strategy (Page Limit: 10 pages for paragraph (B))

(A) The Offeror shall provide written resumes for the Key Personnel identified in H016 of Section H of the RFP. The same individual may be proposed for more than one functional area. The proposed resumes shall address the elements described in Attachment L-2 entitled "Key Personnel Resume Elements." Proposed Key Personnel must be United States citizens and must be eligible to receive a DOE "L" or "Q" clearance. (Each resume may not exceed three (3) pages in length.)

(B) The Offeror shall describe its strategy for attracting and retaining a professional nucleus of employees to successfully perform the PWS.

(3) TAB - 3: Criterion 3 - Corporate Experience (Page Limit: No page limit)

The Offeror shall submit completed Corporate Experience & Performance Self-Assessment Forms at Attachment L-3 for past or current contracts that are relevant (similar in nature, size in dollars, and complexity) to the scope of work that is to be performed by each team member under the PWS. Submit no more than three contracts for each proposed team member for the work experience cited. (For example, a prime contractor with two subcontractors shall submit no more than 9 Forms. Two teaming partners and two subcontractors shall submit no more than 12 Forms.) Contracts listed may include federal, state, and local Government and commercial customers. The experience cited must be within the last five (5) years and in place for at least nine months. In addition, the Offeror shall complete the Corporate Experience Matrix at Attachment L-4 as it relates to each team member's proposed role in performing the PWS.

(4) TAB - 4: Criterion 4 - Past Performance (Page Limit: No page limit)

For each contract identified in Criterion 3, the Offeror shall provide the Past Performance Questionnaire at Attachment L-5 to each technical and contracting points of contact listed in Blocks 10a and 10b of the Corporate Experience and Performance Self-Assessment Form. Include a completed "copy" of the respective Corporate Experience & Performance Self-Assessment Form to these points of contact. The points of contact shall return the completed Past Performance Questionnaires directly to the NNSA Contract Specialist listed in Block 7 of this solicitation's SF 33 or by facsimile at (505) 845-2622. This information should be submitted prior to the date for receipt of proposals. Receipt of the questionnaires by NNSA is not subject to the provisions of FAR clause 52.215-1, "Instructions to Offerors-Competitive Acquisition," related to late proposals. The Offeror shall be responsible for assuring, to the extent

possible, that the completed Past Performance Questionnaires are returned to the Contract Specialist. Offerors are advised that past performance information received more than 5 days after the closing date of this solicitation may not be considered in the evaluation process. At TAB - 4 provide a list identifying the contracts and the names, titles, and phone numbers of the respective points of contact that the questionnaires were provided to.

L013 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (MAR 2008)

(a) Overview and General Requirements

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, information other than cost or pricing data is required to determine if your proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 applies, the Offeror shall provide current, complete and accurate cost or pricing data within 14 days after receipt of the Contracting Officer's request.

(1) Submission Format

The cost proposal consists of your estimated price to perform the required effort as set forth in the solicitation and must be prepared in a manner that is current, accurate, and complete. In accordance with FAR 15.403-5(b)(2), prepare the cost proposal submission using the format specified in the following instructions. Deviation from the prescribed format is permitted to accommodate the Offeror's system; however, the Offeror's proposal must adequately address each proposed cost element and the level of cost detail required per these instructions.

(2) Proposal Accuracy

The cost proposal must be mathematically correct and structured in a logical manner. Row and column totals for all schedules and exhibits must accurately foot and cross-foot. Cost totals on supporting schedules and exhibits must track to and agree with summary cost totals and the amounts shown on the proposal cover sheet. Unless specified otherwise, round all final monetary extensions to the nearest whole dollar. Round all labor rates to the nearest penny. All spreadsheets and exhibits, including those submitted by team members and other subcontractors, shall be submitted in Microsoft EXCEL format with formulas intact. The Offeror shall provide summary level cost information using the illustrative Microsoft EXCEL Sample Tables provided in Attachment L-6, Table 1, or equivalent. Propose all costs in accordance with your established accounting and estimating practices. Supporting narratives and other information may be submitted in Microsoft WORD, or compatible format.

(3) Narrative Support

The Offeror, each team member including subcontractors shall provide narrative support sufficient to explain the development of the costs proposed. In accordance with the solicitation requirements, the narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs.

(4) Actual vs. Estimated Data

The Offeror's submission must distinguish between actual cost data and estimated cost data. For actual cost data, identify the source of the data (e.g. general ledger, job cost ledger, paid invoice, etc.) and the period in which the actual data is based (cut-off or closing dates). For estimated cost data, clearly identify the estimated amounts and explain the basis of estimate.

(5) Cost/Price Reasonableness and Realism

Note: that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide complete rationale and a summary of the reduction by cost element. The burden of proof for credibility of proposed cost/price rests with the Offeror.

(6) Teaming Arrangements

If a teaming arrangement is proposed, the Offeror must provide a copy of these instructions to all potential team members, including subcontractors. All team members and subcontractor proposals must be received by the date/time specified in the solicitation. The Offeror must provide a summary of the total cost and clearly identify by cost element the portion of the cost proposal that pertains to each participant, including subcontractors. In addition, each team member including subcontractors must provide separate proposal cover sheets, exhibits, summary schedules and supporting cost information in the same format and level of detail as required of Offerors under these cost instructions.

(7) Subcontract Proposal Submission and Analysis

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices. Provide this analysis as part of your cost proposal. Failure to conduct adequate subcontract cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(8) Interorganizational Transfers

An interorganizational transfer includes any proposed effort or work done by a division, subsidiary, or affiliates of the Offeror under a common control. The Offeror's cost proposal must separately identify and provide a cost element breakout of all proposed interorganizational transfers. It is the Offeror's responsibility to conduct appropriate cost or price analysis to establish the reasonableness of proposed interorganizational transfer prices. Failure to conduct adequate cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(9) Examination

By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposed cost or price. This right may be exercised in connection with any such reviews deemed necessary by the Government prior to contract award.

(b) Specific Cost and Format Requirements

The Offeror, including any proposed subcontractors, or members of a teaming arrangement, shall format the cost proposal in accordance with the following instructions.

(1) Proposal Cover Sheet

Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

- (A) Company name, division, address, telephone number, and e-mail address.
- (B) The name, telephone number, and e-mail address of a primary point of contact.
- (C) The proposal number, date, and expiration date.

(D) A brief description of the product and/or service being provided and the place of performance.

(E) Proposed cost, profit or fee, total price, and contract period of performance.

(F) Name, title and signature of person authorized to commit the firm.

(G) Name, address, and phone number of the Government audit office and contract administrative office for the Offeror and any proposed subcontractors or inter-organizational transfers.

(H) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.

(I) A statement granting the Contracting Officer the right to examine your books and records.

(J) A statement identifying whether your organization is subject to the Cost Accounting Standards (CAS) and the current status of your Disclosure Statement. State whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS and, if yes, provide an explanation. State whether any aspect of this proposal is inconsistent with your disclosed accounting practices or applicable CAS and, if so, provide an explanation.

(2) Contract Period of Performance

The base contract period of performance is October 1, 2008 to September 30, 2010. For pricing purposes, assume an October 1, 2008 start date.

(3) Cost Proposal Summary

Provide a time-phased cost summary Attachment L-6, Table 1) by major cost element by contractor fiscal year (CFY). Provide a cost summary exhibit for each CLIN, Base, and Option periods. For each cost element proposed, provide supporting schedules and information in accordance with the following instructions.

(4) Direct Labor Hours and Rates

Consistent with the Contractor Cost Element Summary (Attachment L- 6, Table 1), provide a labor hour Staffing Plan Summary by Common Occupational Code System (COCS) category and by employee (if identified at the time of proposal submission) and by (CFY) and PWS area as detailed in Attachment L-7. Show how the total quantity and mix of labor was estimated and provide a crosswalk between your proposed COCS labor categories (Attachment L-8) and your company specific labor categories. Discuss the basis of estimate to support the proposed hours. Describe how the quantity and mix of labor hours were estimated. Identify the basis for the proposed labor rates and explain how the rates are adjusted to arrive at the proposed rates.

(A) If proposed labor hours are based on a specified level-of-effort, then indicate the total number of direct productive labor hours (DPLH) estimated per year for one full time equivalent (FTE) employee. Show how your DPLH is calculated by identifying the number of annual hours estimated for each type of non-productive time such as vacation, holiday, sick leave, administrative leave, and other types of non-direct charged activities in accordance with your current compensation policies.

(B) Overtime hours must be separately identified and the rationale fully explained.

(C) Separately identify and explain the basis for any labor escalation factors used to adjust base salaries for anticipated increases (actual experience, company policy, or other compensation forecasting models) and how such escalation is applied to the base labor rates.

(D) If labor rates are based on a Government approved Forward Pricing Rate Agreement (FPRA), billing, or bidding rates, provide a copy of the agreement showing the approved rates, effective dates, and explain any deviations from the approved direct labor rates.

(E) If labor rates are based on specific individual labor rates, provide the employee's name, job title, and current hourly rate as of the date of proposal preparation.

(F) If labor rates are based on average category rates, explain how the average rates are determined for estimating purposes.

(G) If labor rates are based on U.S. Department of Labor wage determinations, identify the applicable wage determination and state the extent to which it is used to develop the proposed labor rates.

(H) For new hires, explain the rationale for your salary determination, including the use of any compensation or salary surveys.

(5) Indirect Rates

Provide an exhibit showing your proposed indirect rates by CFY for fringe, labor overhead, material burden, G&A, and any other proposed indirect rate. Identify the cost elements included in each pool and base component, and explain the basis of estimate and allocation methodology for each indirect cost rate proposed.

(A) Include appropriate schedules showing prior years' actual expenses and budgetary forecasts covering each fiscal year of the contract period of performance.

(B) If indirect rates are based on a Forward Pricing Rate Agreement, billing, or bidding rates; provide a copy of the agreement showing the approved rates, effective dates, and explain any deviations from the approved indirect rates.

(6) Direct Materials/Supplies, Travel, and Government Furnished Property (GFP)

Reimbursable direct materials/supplies, travel, and all GFP for this program are often beyond the contractor's control and based on the program needs at that time. An accurate or meaningful cost estimate for proposal preparation purposes cannot be developed by the Offerors based on the often diverse requirements from year to year. The Government, therefore, has provided baselined amounts for purposes of proposal preparation below. Based on internal cost allocations and chargeback procedures at the NSO, the awarded contract will be billed for GFP. Therefore, Offerors are instructed to propose the annual baselined amounts shown in the table below to cover the estimated cost of materials/supplies, travel and GFP including equipment. These items will be furnished by the Government but billed to the contract as the costs of these items and services are incurred. Do not include these estimates in your calculation of proposed fee. Offerors shall include at a minimum the provided Government baselined amounts and apply company specific burdens as applicable and consistent with normal or disclosed company policy. Proposed amounts in excess of the Government baselined amounts shall include full justifications describing the methodologies, rationale, and detailed supporting calculations (see Attachment L-6, Tables 2 - 5.) THESE COSTS ARE NON-FEE BEARING. The Government direct materials/supplies, travel, and GFP baselines are as follows:

| Contract Period | Baselined Amounts | | |
|---|------------------------|-------------|-------------|
| | Materials/ Supplies | Travel | GFP |
| Contract Year 1, 10/1/08--9/30/09 | \$750,000 | \$550,000 | \$675,000 |
| Contract Year 2, 10/1/09--9/30/10 | \$776,250 | \$569,250 | \$689,625 |
| Contract Year 3, (Opt 1) 10/1/10--9/30/11 | \$803,419 | \$589,174 | \$723,077 |
| Contract Year 4, (Opt 2) 10/1/11--9/30/12 | \$831,539 | \$609,795 | \$748,385 |
| Contract Year 5, (Opt 3) 10/1/12--9/30/13 | \$860,643 | \$631,138 | \$774,578 |
| Total All Years | \$4,021,851 | \$2,949,357 | \$3,619,664 |

(7) Subcontracts and Inter-organizational Transfers

If applicable, provide an exhibit that identifies the cost of each proposed subcontract and interdivisional transfer by CFY. Describe the pricing methods used to establish proposed subcontract and interdivisional transfer prices. Indicate the level of competition used (e.g., competitive, sole-source, commercial item, etc.). For subcontracts priced on a noncompetitive basis, explain the basis for establishing the source and reasonableness of price. In accordance with FAR 15.404-3(b), include in your proposal the results of your analyses of subcontractor cost information.

Unless the Contracting Officer specifies otherwise, each lower-tiered subcontractor shall provide to the Government a proposal cover sheet and cost information as required by these cost instructions in the same format and level of detail as required for the Prime Contractor.

(8) Other Direct Costs (ODC)

ODCs are directly related contract costs not covered elsewhere. Provide an exhibit that summarizes proposed ODCs by CFY and include additional schedules as necessary to support your proposed ODC items. At a minimum, include the following cost information for each type of ODC proposed:

(A) Description, proposed quantity, unit price, and extended amounts.

(B) The basis of estimate and supporting documentation used to determine the proposed items, quantities, unit prices, and sources.

(C) Identification and justification of any contingencies or escalation contained in the estimates.

(9) Facilities Capital Cost of Money (FCCM)

FCCM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed form must be included as an attachment to your cost proposal. The Form CASB-CMF can be found at 48 CFR 9904.414. If you elect not to claim FCCM, provide a statement to that effect. Provide an exhibit showing each proposed FCCM rate (applicable to overhead, G&A, etc.) by CFY. Identify the application base for each FCCM rate and show calculations to support the proposed costs by CFY for each CLIN or contract period as required by the solicitation.

(10) Fee

Show fee as a separate cost element in the cost summary schedule by CFY for each contract period or CLIN as required by the solicitation. The Offeror shall identify the following:

(A) Proposed fee amount for both award fee and performance incentive fee.

(B) Proposed fee percentage which shall be the summation of the component award fee and performance incentive fee.

(C) Base to which of fee is applied.

The Government's evaluation of proposed fee will be based on applicable policy and guidelines found at FAR 15.404-4 and DEAR 915.404-4. Although not required, Offerors are encouraged to provide rationale for their proposed fee.

(11) Accounting System

Provide a general description and information about your accounting system. Indicate whether your accounting system is in accordance with generally accepted accounting principles and is acceptable for Government contract costing purposes. State if your accounting system has been reviewed and approved by a Government agency. Provide evidence of such approval by identifying the approving agency and official, the scope of review, and the date of approval. Disclose and fully explain any outstanding accounting system deficiencies cited by the Government or independent auditors. If applicable, describe the nature of the deficiency and status of corrective actions.

(12) Company Compensation Policies

Describe your company's compensation policies in accordance with Section L provision, FAR 52.222-46, "Evaluation of Compensation for Professional Employees." Include, if applicable to your offer, the following areas (existing company publications may be furnished):

- adjustments (A) Salary adjustments - Merit, cost-of-living and other general salary
- other contributions (B) Fringe benefits - Compensated absences, insurance, health, retirement, and
- (C) Travel/Per Diem
- (D) Relocation
- (E) Bonuses and other employee incentive programs
- (F) Overtime and shift premium
- (G) Uncompensated overtime

(13) Other Financial Information

Provide the following financial information as an attachment to your cost proposal:

- (A) Audited financial statements (balance sheet, income statement, and statement of cash flow) for the last completed fiscal year. If audited financial statements were not prepared during the prior year, provide comparable financial information such as a compilation or other review performed by an independent auditor.
- (B) Balance sheet and income statement for all quarters reported in the current fiscal year.
- (C) Describe the financial impact of this project on your organization. State what percentage proposed contract costs represent of your estimated total business during the period of performance.
- (D) Describe your financial plan to provide operation capital for the first 90 days of the contract. Disclose any known contingency, limitation, or condition affecting the availability of funds for this project.

L014 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (MAR 2008)

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES ____, answer paragraph b. below

NO ____, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

| Name | Address |
|-------|---------|
| _____ | _____ |

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

| Name | Telephone No. |
|-------|---------------|
| _____ | _____ |

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

| Name | Address |
|-------|---------|
| _____ | _____ |

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

| Name | Telephone No. |
|-------|---------------|
| _____ | _____ |

L015 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAR 2008)

(a) The Offeror shall submit FOCI information in accordance with the Section L Provision entitled, DEAR 952.204-73, Facility Clearance, using the DOE FOCI electronic submission system located at <https://foci.td.anl.gov/>.

(b) New users to the Electronic FOCI system, when registering to submit FOCI information for this solicitation should select 'NNSA Service Center Procurement/Purchasing' as the FOCI Office that will review the FOCI Submission. Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission.

(c) Electronic signatures are not accepted; therefore, a signed original SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer with the proposal.

L016 WORKER SAFETY AND HEALTH PROGRAM INSTRUCTIONS - ACTIVITY II (MAR 2008)

(a) The resulting contract requires performance on a DOE/NNSA site. When working at a DOE/NNSA site, the offeror, or their subcontractor(s) at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. The offeror shall develop a written Worker and Safety Health Program that provides the methods of implementing the requirements of Subpart C of 10 CFR 851 (or Part 851 or §851). The Worker and Safety Health Program must be approved within 90 days of contract award.

(b) The National Nuclear Security Administration Service Center (NNSA) is committed to providing safe and healthful working conditions for federal and contractor employees. Title 10 Code of Federal Regulations Part 851 codifies the NNSA safety and health requirements for contractor employees. In no manner does this guidance replace or limit requirements of the rule, or other contractual requirements ensuring compliance with Federal, State and Local regulations.

(c) This provision identifies contractor safety and health program submittal documents and processes that the NNSA considers appropriate for a graded-approach evaluation of a contractors plan for performing Activity II, high hazard work at the Service Center or other DOE/NNSA site operating under a contract awarded by the NNSA.

(d) The contractor must submit a Worker Safety and Health Program (WSHP) protecting workers from the hazards of the workplace. This can be accomplished using the following specific guidance related to the site specific program or it can be a stand alone corporate WSHP. In both cases the WSHP is submitted with your proposal. NNSA will attempt to approve your WSHP before contract award, but if the contract action is awarded before the NNSA approval of the WSHP, work cannot commence at the DOE/NNSA location until NNSA approves your WSHP.

(e) Attesting to follow the cognizant site safety program should streamline the review and approval process.

(f) Option 1: Comply with DOE/NNSA implemented site specific worker safety and health program (developed to comply with 29 CFR 1960, Basic Program Elements for Federal Employee Occupational Safety and Health Programs (FEOSH) and Related Matters). Please note the NNSA SC ES&H representatives have determined that all contracts with performance at the NNSA SC complex may utilize the existing FEOSH program.

(1) In utilizing Option I, the DOE/NNSA site's program must address the activities and hazards of your specific contract's statement of work. The contractor's WSHP must address complete integration with the DOE/NNSA site program and provide the following:

(i) Signature page for use by the Contractor Management (Corporate Officer), Contracting Officer (CO), and Site Office Manager/Head of the DOE/NNSA Field Element.

(ii) Brief summary of the contractor's work activities, locations, and number of personnel.

(iii) Contractor safety and health points of contact.

(iv) Statement that the contractor will not use subcontractors without prior approval and coordination with the CO; or if using subcontractors, describe the flow down of 10 CFR 851 requirements including subcontractor WSHP submitted for approval.

(g) Option 2: Submit a WSHP compliant with 10 CFR 851 with your proposal.

(1) Contractor (and its subcontractors) provides a WSHP graded to the hazards and activities defined in or required to complete the statement of work in accordance with the contract safety

and health clauses and applicable federal regulations and site-specific requirements. The Contractor submitted WSHP will include:

(i) Signature page for use by Contractor Management (Corporate Officer), Contracting Officer and Head of DOE/NNSA Field Element determined to be the approval authority.

(ii) Executive Summary (e.g., brief summary of work activities, locations, number of personnel)

(iii) Brief description of the statement of work to be addressed by WSHP.

(iv) Summary of contractors implementing and flow down processes for implementing 851.10-851.27 for the contractor and all its subcontractors.

(2) The WSHP will include attachments that address the following:

(i) 10 CFR 851 Implementation matrix identifying rule requirements appropriate for the statement of work, and how the contractor implements those (i.e. identify plans and procedures, and steps and schedule to achieve compliance).

(ii) List of safety and health standards required in 851.23(b) for the scope of work.

(iii) Internal corporate ESH plan implementing the WSHP processes.

(iv) Most recent past three years of company OSHA Form 300-A, Summary of Work-Related Injuries and illnesses.

(v) Contractor processes for ensuring any subcontractors to this contract comply with the Rule.

(3) Note that all subcontractors working under this contract are required to submit the same documents as the prime contractor. The prime contractor, once confirming compliance with the Rule, will forward the subcontractor's WSHP to the COR. The subcontractor cannot perform work until its WSHP is approved.

(4) Corporate WSHP or ESH plan will include:

(i) Description of Company Health and Safety organization assigning, goals, clear roles, responsibilities and accountabilities. Also include an equivalent of, "Company XXX retains sole and complete responsibility to continue compliance with other regulations placed upon the contractor through the contract and state, federal and local regulations. This includes reporting requirements under OSHA and environmental protection.", or ""Company XXX designates Person PPP as the safety officer responsible for the employees at the work location. Contact information is ..."

Note: The contractor is solely responsible for initiating, maintaining, and supervising all safety provisions, precautions, and programs in the course of the performance of the contract.

Note: The term 'safety' or the term 'safety and health' also include environmental protection.

(ii) Activity Hazards Analyses or similar tool identifying safety controls that provide for safe work practices and employee training for the scope of work.

(iii) Additional Activity Hazards Analyses if identified by the Contracting Officer's Representative (COR) based on review of the SOW.

(iv) Additional safety aspects to be addressed in the submittal:

(A) Attendance at site specific New Employee Orientation as required by the COR.

(B) All employees have the right and responsibility to stop work if danger to personnel or equipment is imminent.

(C) If applicable, Hazard Communication Program [OSHA 1910.1200]

(D) Emergency procedures coordinated with those implemented for the location of work.

(E) Injury and Accident Procedures Occurring at the NNSA Site:

(1) Contractor shall report to the COR within 48 hours all site incidents (e.g., injuries, illnesses, fires, spills, property or equipment loss, and near misses). Report immediately events requiring immediate response. Example - "The onsite Contractor employee will report accidents, injuries and illness, and incidents using the site reporting methods. Additionally, the Company XXX safety officer will provide copies of OSHA required reporting data as well as Computerized Accident/Incident Reporting System (CIARS) data as required by DOE Order 231.1 to the Contracting Officer and to the NNSA Safety and Health Office."

(2) Statement that contractor will maintain OSHA-like display board at the work location.

L017 LIST OF SECTION L ATTACHMENTS (MAR 2008)

L-1 - Corporate, Partnership, Joint Venture Certificates

L-2 - Key Personnel Resume Elements

L-3 - Corporate Experience & Performance Self-Assessment Form

L-4 - Corporate Experience Matrix

L-5 - Past Performance Questionnaire

L-6 - Cost Element Summary

L-7 - Staffing Plan Summary

L-8 - Common Occupational Code System (COCS) Description

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.217-05 EVALUATION OF OPTIONS (JUL 1990)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

M001 EVALUATION OF PROPOSALS (FEB 2005) (TAILORED)

(a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. NNSA has established a Source Evaluation Board (SEB) to evaluate the proposals submitted for this acquisition.

(b) The instructions set forth in Part IV Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the SEB. The Offeror must furnish adequate and specific information in its response. cursory responses or responses which merely repeat or reformulate the Performance Work Statement (PWS) are not acceptable.

(c) A proposal that is unrealistic in terms of technical approach, key personnel and retention strategy, corporate experience, past performance or cost will be deemed reflective of an inherent failure to comprehend the complexity and risks of the contract requirements, and may be grounds for rejection of the proposal. In addition, a proposal will be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be totally unacceptable. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

(d) For the purpose of evaluating information in an Offeror's proposal, the SEB will consider information on all of those companies comprising the Offeror's "contractor team arrangement" as well as on the single legal entity submitting the offer. NNSA may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(e) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms for both a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If it is determined that discussions are necessary, a determination of competitive range will be made pursuant to FAR 15.306(c).

(f) Exceptions or deviations to any terms and conditions of the solicitation alone will not render the proposal unacceptable; however, any exceptions or deviations to the terms and conditions of the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the solicitation, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(g) Prior to selection for award, the Contracting Officer will make a finding whether any possible organizational conflict of interest (OCI) exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this finding, the Contracting Officer will consider the Offeror's disclosure statement required by the Section K provision entitled, "DEAR 952.209-08, Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services (Deviation)." Subparagraph (c)(1) of DEAR 952.209-08 requires a statement, if applicable, from the Offeror of any past, present, or currently planned financial, contractual, organizational, or other interests relating to the performance work statement (PWS). The Offeror should note that paragraph (c) (1) requires that the Offeror provide enough information in the statement to allow a meaningful evaluation by the Government of the potential effect of the interest on the performance of the PWS. For any actual or significant potential OCI, the Offeror shall also submit a plan of actions/activities to avoid, neutralize, or mitigate such conflict. In addition, in Section L011, paragraph (b)(4)(B) of this solicitation, the Government has identified several significant potential OCIs that the Offeror shall also address, if applicable, in the statement and plan that are to be included in Volume I of the proposal. An award may be made if there is no OCI or if any OCI can be appropriately avoided, neutralized, or mitigated.

(h) The Government will review all past performance information submitted by the Offeror. The Government may also contact the individuals identified in the "Experience and Performance Self-Assessment" Forms. The Government may contact sources other than those identified by the Offeror. The Government may also obtain relevant past performance information from available Federal Government electronic databases.

M002 BASIS OF CONTRACT AWARD (FEB 2005) (TAILORED)

(a) The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of best value to the Government will be by use of the trade-off process described in FAR Part 15. This process permits tradeoffs between cost and technical evaluation criteria and allows the Government to accept other than the lowest cost offered.

(b) Selection of the best value to the Government will be achieved through a process of evaluating and assessing the strengths and weaknesses of each Offeror's proposal against the evaluation criteria described below. In regards to the relative importance of the evaluation criteria, Criterion 1 - Technical Approach, Criterion 2 - Key Personnel and Retention Strategy, and Criterion 3 - Corporate Experience, are of equal importance. Criterion 4 - Past Performance is of lesser importance.

(c) Evaluation criteria 1 - 4, when combined, are significantly more important than cost or price; however, cost/price will contribute substantially to the selection decision. The Government is more concerned with obtaining a superior Technical Proposal (the four criteria) than making an award based on the lowest total probable cost. However, the Government will not make an award at a cost premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's Technical Proposal over another. Thus, to the extent that the Offerors' Technical Proposals are evaluated as close or similar in merit, the total probable cost is more likely to be a determining factor.

M003 EVALUATION CRITERIA (JAN 2008)

The Offeror's proposal will be evaluated against the evaluation criteria as they relate to the requirements of the solicitation.

(1) Criterion 1 - Technical Approach (TAB 1)

The Government will evaluate and assess the Offeror's understanding of the requirements and completeness and feasibility of the proposed technical approach associated with the PWS requirements identified for this Criterion in Section L. The Government will also evaluate and assess whether the Offeror's technical approach demonstrates a thorough understanding of any technical risks and the Offeror's approach to avoid or minimize those risks. Inconsistencies between the proposed technical

approach and the Staffing Plan Summary submitted with the Cost Proposal may adversely impact the Offeror's rating for this Criterion.

(2) Criterion 2 - Key Personnel and Retention Strategy (TAB 2)

(A) The Government will evaluate and assess whether the key personnel have the education and experience to effectively execute the duties and responsibilities for their proposed position considering the nature, size and scope of the work required in the PWS.

(B) The Government will evaluate and assess the Offeror's strategy for attracting and retaining a professional nucleus of employees to successfully perform the PWS.

(3) Criterion 3 - Corporate Experience (TAB 3)

The Government will evaluate and assess the relevancy and depth of the Offeror's experience as it relates to performing the PWS.

(4) Criterion 4 - Past Performance (TAB 4)

The Government will evaluate and assess the information from the Past Performance Questionnaires; the self-assessment information submitted by the Offeror in Criterion 3; and any relevant past performance information that the Government may obtain from other sources, to determine the degree to which the past performance demonstrates the Offeror's ability to successfully perform the PWS. If the Offeror does not have a record of relevant past performance information on contracts similar to the PWS, or past performance information is otherwise not available, the Offeror will not be evaluated favorably or unfavorably on past performance and will be assigned a neutral rating.

M004 COST PROPOSAL (FEB 2008)

The cost proposal will not be rated, but will be used in determining the best value to the Government in accordance with M002 of this Section M. The cost proposal will be evaluated in accordance with FAR 15.404 to determine cost reasonableness and realism. A significant cost deficiency or weakness that may cause the rejection of the offer is defined as one that is lacking in reasonableness or realism, and correction would cause a material alteration or revision of the Offeror's cost proposal. An unrealistic, unreasonable, or incomplete cost proposal may be evidence of the Offeror's lack of or poor understanding of the requirements of the solicitation, and thus may adversely affect the Offeror's rating on the Technical Proposal criteria. The Government will evaluate the Offeror's cost proposal to determine cost reasonableness and realism. Pursuant to FAR 15.404, the following will be evaluated:

(1) Reasonableness. The total price proposed for the base period and all option periods, including the Government baselined amounts for travel/material/GFP, and fee (both award fee and performance incentive fee), will be used to evaluate price reasonableness. The cost proposal will be evaluated to determine the appropriateness of the underlying assumptions and estimating techniques used to generate the proposed costs and the consistency of those assumptions and techniques with the proposed accomplishment of the required work. The Government may use any of the cost or price analysis techniques specified in FAR 15.404-1 to determine reasonableness.

(2) Realism. The cost proposal will be evaluated to determine if the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the PWS requirements, and are consistent with the Staffing Plan Summary submitted by the Offeror. Inconsistencies between the cost proposal and other portions of the proposal could raise concerns regarding the Offeror's understanding of the requirements and its ability to perform the work for the proposed cost and may affect the Government's rating of the Offeror's Technical Proposal. As a result of its cost realism analysis, the Government may adjust the Offeror's proposed costs to reflect any additions or reductions in cost elements to realistic levels. Cost realism analysis will be used by the Government to establish each Offeror's total probable cost for the best value determination. For best value evaluation

purposes, the total probable cost includes Government evaluated costs of the Offeror's proposal, the Government baselined amounts and total fee for all requirements in the PWS