AWARD / CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡	RATING	PAGE of PAGES
		N	1 | 29

2. CONTRACT (PROC. INST. IDENT.) NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQUEST / PROJECT NO.
DE-AM52-08NA28443	11 OCT 2007	See Section G

5. ISSUED BY	CODE	6. ADMINISTERED BY (IF OTHER THAN ITEM 5)	CODE
HAD/HSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 DOUGLAS D. BERGEVIN 505-845-5204 dbergevin@doeal.gov	898358	SCD: C PAS: (NONE)	898358

7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE)	8. DELIVERY	ITEM
RANDOLPH CONSTRUCTION SERVICES, INC 116 W BONNEVILLE ST PASCO WA 99301-5331	☐ FOB Origin ☒ Other (see below) 9. DISCOUNT FOR PROMPT PAYMENT N 10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN ➡	See Block 12
CAGE CODE 0M9K1 FACILITY CODE		

11. SHIP TO / MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE
See Section F		U.S. DEPARTMENT OF ENERGY OAK RIDGE FINANCIAL SERVICE CENTER P. O. BOX 5807 OAK RIDGE, TN 37831 EFT: T	898358

13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION	14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B					
		15G. TOTAL AMOUNT OF CONTRACT ➡			$700,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ Contractor's Negotiated Agreement	18. ☒ Award (Contractor is not required to sign this document).
(Contractor is required to sign this document and return _ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	Your offer on solicitation number DE-RP52-07NA26990 including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	20A. NAME OF CONTRACTING OFFICER
	STEPHEN M. SANDAGER

19B. Name of Contractor	19C. Date Signed	20B. United States of America	20C. Date Signed
by _____ (signature of person authorized to sign)		by Stephen M. Sandager (signature of Contracting Officer)	11 Oct 2007

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

0001

Noun: DESIGN, INTEGRATION, CONSTRUCTION, COMMUNICATION, AND ENGINEERING
Contract type: U - COST PLUS FIXED FEE
Descriptive Data:
(Base Period) - Provide design, integration, construction, communication and engineering installation for the Second Line of Defense (SLD) Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders. The ordering period for the Base Period is three years from Date of Award.

0002

Noun: REPORTS
Contract type: U - COST PLUS FIXED FEE
Descriptive Data:
(Base Period) - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

0003 OPTION CLIN (service)

Noun: OPTION ONE
Descriptive Data:
(Option One) - Provide design, integration, construction, communication and engineering installation for the SLD Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders. The ordering period for Option One is two years from the date of exercise of Option One.

0004 OPTION CLIN (service)

Noun: OPTION ONE REPORTS
Descriptive Data:
(Option One) - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

0005 OPTION CLIN (service)

Noun: OPTION TWO
Descriptive Data:
(Option Two) - Provide design, integration, construction, communication and engineering installation for the SLD Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders. The ordering period for Option Two is two years from the date of exercise of Option Two.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0006	OPTION CLIN (service)		

Noun: OPTION TWO REPORTS
Descriptive Data:
(Option Two) - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B001 CLAUSE AND PROVISION NUMBERING (AUG 2006)

The clauses and provisions in this document are in ascending numerical order but may not be numbered consecutively.

B003 ITEMS BEING ACQUIRED (FEB 2005) (TAILORED)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 (Base Period) - Provide design, integration, construction, communication and engineering installation for the Second Line of Defense (SLD) Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders. The ordering period for the Base Period is three years from Date of Award.

Item 2 (Base Period) - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

Item 3 (Option One) - Provide design, integration, construction, communication and engineering installation for the SLD Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders. The ordering period for Option One is two years from the date of exercise of Option One.

Item 4 (Option One) - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

Item 5 (Option Two) - Provide design, integration, construction, communication and engineering installation for the SLD Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders. The ordering period for Option Two is two years from the date of exercise of Option Two.

Item 6 (Option Two) - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

B004 ESTIMATED COST AND FIXED-FEE - INCREMENTALLY FUNDED (FEB 2005) (TAILORED)

(a) The shared total value of all Contracts awarded under DICCE solicitation DE-RP52-07NA26990, including the value of all delivery orders that are issued to one or more contractors, is not to exceed $700,000,000 for the period of performance, including any exercised options.

(b) The total estimated cost contemplated by the Contract clause 52.232-22, "Limitation of Funds", will be identified in each delivery order.

(c) The fixed fee for this Contract, as contemplated by the Contract clause 52.216-09, "Fixed Fee - Construction", will be negotiated on an individual delivery order basis. The fixed fee shall be paid pursuant to the terms of the clause 52.216-09.

B005 CEILING RATE OF FEE (SEP 2006)

For all delivery orders issued under this contract, the rate of fee to be applied to a base of total cost (excluding facilities capital cost of money) shall not exceed (b)(4)

B021 ACCOUNTING AND APPROPRIATION DATA (AUG 2006)

Each delivery order shall identify the accounting and appropriation data associated with the funding allocated to each order as well as such data associated with incremental funding pursuant to the contract clause 52.232-22, "Limitation of Funds."

B022 CONTRACT MINIMUM/MAXIMUM AMOUNTS (AUG 2006)

In accordance with the contract clause 52.216-22, "Indefinite Quantity," the maximum dollar amount the Government may order under this contract, including options, is $700,000,000; and the guaranteed minimum amount under the contract is $500,000.

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 SOW is included in Part III, Section J, Attachment 1.

C003 REPORTS (FEB 2005) (TAILORED)

Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

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)

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

D002 MARKING (FEB 2005) (TAILORED)

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

(a) Identifies the contract and delivery order by number under which the item is being delivered,

(b) Identifies the deliverable Item Number or Reporting Requirement which requires the delivered items, and

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

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-03	INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)
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) (TAILORED)

Inspection and acceptance of all items and/or work effort delivered under this Contract, including reporting requirements, shall be accomplished by one of the following authorized Federal officials, subject to the limits of their delegations of authority: the Contracting Officer's Representative (COR), the SLD Country Manager (hereafter referred to as Country Manager) designated for each delivery order as applicable, the Contracting Officer, or any 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)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F001 PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)

The Contract period of performance shall consist of a base ordering period of not to exceed three years from date of award and two option periods not to exceed two years each. The ordering period for this Contract shall not exceed seven years, including the option periods. The period of performance for delivery orders issued under this Contract will be identified in each order.

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

G001 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, delivery order number, and topic. All correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence shall be addressed to the appropriate point of contact listed below with an informational copy of the correspondence to the Contract Specialist. The points of contact for technical correspondence are:

COR: Name: Debra Moone, Address: Department of Energy, NA-25, 1000 Independence Avenue SW, Washington DC 20585, Phone No: (505) 845-3802, and E-mail: Debra.Moone@nnsa.doe.gov.

Country Manager: To be identified in each delivery order.

(b) Other Correspondence.

Other correspondence shall be addressed to the Contract Specialist with informational copies of the correspondence to the COR and Country Manager.

The Contract Specialist is the Contractor's focal point of contact for each delivery order. The Contract Specialist's name, address, phone number, fax number, and email address will be identified in each delivery order.

(c) Intellectual Property Correspondence.

Correspondence pertaining to patent, technical data or intellectual property shall be addressed to the NNSA Patent Counsel with informational copies to the Megaports and Core CORs and the Contract Specialist. The Patent Counsel's contact information is as follows:

Department of Energy, NNSA Service Center, Office of Chief Counsel, Attention: NNSA Patent Counsel, P.O. Box 5400, Albuquerque, NM 87185-5400.

(d) The Contracting Officer for this contract is:

Contracting Officer: Contracting Officer: Name: Teresa Martinez, Address: Department of Energy, NNSA Service Center, Office of Business Services/ HAD/HSD, P.O. Box 5400, Albuquerque, NM 87185-5400, Phone No: (505) 845-4127, and E-mail: tmartinez@doeal.gov.

G003 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005) (TAILORED)

(a) The following instructions are provided for submission of vouchers requesting reimbursement for work performed on cost-reimbursement delivery orders. 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 invoices electronically through the Oak Ridge Financial Service Center's (ORFCS) 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 http://finweb.oro.doe.gov/vipers.htm. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each voucher submitted shall include the following:

(1) contract number;
(2) delivery order number;
(3) contractor name;
(4) date of voucher;
(5) invoice number;
(6) total amount of voucher;
(7) period covered or items delivered;
(8) other data as deemed necessary by the Contracting Officer; and
(9) cumulative amount invoiced to date.

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

(a) The Contracting Officer's official delegation of authority shall be in writing and provided to the Contractor. This delegation will describe the COR authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the scope of work, cost, and terms and conditions (hereafter referred to as 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. If the Contractor believes that 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 until the Contracting Officer has resolved the issue.

(b) A COR will be designated for each delivery order. Contact information for the COR is identified in Clause G001.

(c) Country Managers will receive a COR delegation in order to perform limited COR functions, which will be defined in their respective COR delegations of authority. A Country Manager will be designated for each delivery order, as applicable.

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H001 TECHNICAL DIRECTION (AUG 2006)

(a) Performance of the work under this Contract shall be subject to the technical direction of the COR. Country Managers may also provide technical direction consistent with their individual delegations of authority.

The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the Contractor that redirects Contract effort, shift work emphasis between work areas, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual SOW and individual delivery order.

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

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

(b) The Contractor will receive a copy of the written COR and Country Manager delegations of authority from the Contracting Officer that will specify the extent of the COR, and Country Manager's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work, cost, and terms and conditions stated in the Contract and delivery order. The COR and Country Manager do not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside of the contract or delivery order statements of work;

(2) Constitutes a change as defined in the "Changes -- Cost Reimbursement" clause of this Contract;

(3) In any manner causes an increase or decrease in the total estimated delivery order cost, fee, or the time required for delivery order performance;

(4) Changes any of the expressed terms, conditions or specifications of the Contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.

(d) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR or Country Manager in the manner prescribed by this clause and within its authority under the provisions of this clause. If the Contractor believes that any instruction or direction by the COR or Country Manager falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor shall not proceed and must so notify the Contracting Officer in writing within three (3) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the Contract or delivery order accordingly. Upon receiving such notification from the Contractor, the Contracting Officer must:

(1) Advise the Contractor in writing within fifteen (15) working days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes -- Cost-Reimbursement" clause of the Contract; or

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the technical direction of the COR or Country Manager.

(e) Technical direction shall be provided to the Contractor in writing.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the Contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the "Disputes" clause.

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005) (TAILORED)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website, along with Contractor's changes (if any) included in its offer, as completed by the Contractor are hereby incorporated by reference.

H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005) (TAILORED)

In accordance with FAR 28.307-2, Liability, the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Workers' Compensation and Employer's Liability:

(1) Contractors are required to comply with applicable *Federal and State workers'* compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage.

(2) Employer's liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability. Contractors are required to provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(c) Automobile Liability. Contractors are required to provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the 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. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H012 CONFIDENTIALITY OF INFORMATION (FEB 2005) (TAILORED)

(a) To the extent that the work under this Contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data

belonging to other entities that is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data that the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this Contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H014 ORDERING PROCEDURES/FAIR OPPORTUNITY (JUL 2007)

In accordance with the guidance provided in FAR 16.505(b)(1), Contractors will be provided fair opportunity to be considered for each delivery order placed under this Contract that exceeds $3,000, using the following ordering procedures:

(a) The Contracting Officer will place initial delivery orders with each Contractor based on a consideration of the technical and cost information provided in each Offeror's proposal. The initial delivery orders may include a program management delivery order and one or more technical delivery orders.

For each initial delivery order issued by the Contracting Officer the Contractor may be required to submit a technical and cost or price proposal for evaluation and negotiation. If the Contracting Officer is unsuccessful in negotiating a reasonable cost or fair and reasonable price with the selected Contractor, the Contracting Officer may select another Contractor for award of the order. If the Contracting Officer is still unsuccessful in negotiating an order at a reasonable cost or fair and reasonable price, this process may continue with other multiple-award contractor(s), if applicable, until a reasonable cost or fair and reasonable price can be successfully negotiated and determined.

(b) The Contracting Officer will develop submission requirements tailored to each subsequent delivery order and use streamlined procedures, such as oral presentations, whenever practicable. At a minimum the Contracting Officer will consider price or cost under each order as one of the factors in the preliminary selection decision. Additional submission requirements may include, but are not limited to, the following:

i. the Contractor's conceptual approach;

ii. the Contractor's past performance on earlier orders; and

iii. the Contractor's capacity to perform (e.g. the potential impact on other orders placed with the Contractor).

(c) Delivery orders for requirements that are complex or need continued development may be placed based on a multiphased approach that may include the following additional procedures:

In accordance with the Contract clause 52.216-18, "Ordering," following the preliminary selection decision and receipt of a delivery order signed by the Contracting Officer, the Contractor may be required to perform initial requirements of the delivery order and the Contracting Officer may hold one-on-one sessions with the selected Contractor to increase the Contractor's understanding of the requirements, discuss suggestions for refining the requirements, and discuss risk reduction measures. The Contractor may then be required to submit to the Contracting Officer an additional technical and cost or price proposal for the remainder of the work and the Contracting Officer will negotiate a reasonable cost or fair and reasonable price. If the Contracting Officer is unsuccessful in negotiating a reasonable cost or fair and reasonable price with the selected Contractor, the Contracting Officer may select another Contractor for award of the order and hold one-on-one sessions with the newly selected contractor. If the Contracting Officer is still unsuccessful in negotiating an order at a reasonable cost or fair and reasonable price, this process may continue with other multiple-award contractor(s), if applicable, until a reasonable cost or fair and reasonable price can be successfully negotiated and determined.

(d) In providing a fair opportunity to be considered, the Contracting Officer is not required to:

1. contact all Contractors prior to the placement of each order if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order;

2. comply with the formal competition requirements in FAR Part 6 or the policies in FAR Subpart 15.3; or

3. formally evaluate or score delivery order proposals.

(e) Exceptions to the fair opportunity process may be made by the Contracting Officer under one of the following circumstances:

1. The requirement for the delivery order is so urgent that following the procedures described herein would result in unacceptable delays;

2. Only one Contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

3. The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract and all Contract awardees were given a fair opportunity to be considered for the original order; and

4. It is necessary to place an order to satisfy a minimum guarantee under the Contract.

(f) A Delivery Order Ombudsman has been established to review and make determinations regarding any Contractors' complaints pertaining to the application of the fair opportunity selection process defined herein. The Ombudsman for this Contract is:

Stephen Law
Office of Acquisition and Supply Management
National Nuclear Security Administration
Phone: (202) 586-4321
Email Address: Stephen.Law@nnsa.doe.gov

(g) The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and issued order. Orders may be issued under this Contract by facsimile or electronic commerce methods. In accordance with the Contract clause entitled "Ordering" (FAR 52.216.18), the Contractor shall commence performance upon the receipt of a delivery order signed by the Contracting Officer.

(h) Types of Delivery Orders. It is anticipated that completion type orders will be issued under this contract; however, term type orders may also be issued. Each delivery order will set forth the type of order deemed appropriate by the Contracting Officer.

(i) Unpriced Delivery Orders. When the Contracting Officer determines that insufficient time or information exists for the parties to reach agreement on cost or price, the Contracting Officer may unilaterally issue unpriced orders. The Contracting Officer will include a not-to-exceed amount (monetary limitation) and performance or delivery schedule in the unpriced order. The Contractor shall commence work upon receipt of an unpriced order issued hereunder. If at any time the Contractor has reason to believe that the not-to-exceed amount established by the Contracting Officer is insufficient to complete performance of the unpriced order, the Contractor shall so notify the Contracting Officer in writing and propose an appropriate increase. Within ten (10) business days of such notice, the Contracting Officer will either (i) increase the not-to-exceed amount for the unpriced order by the issuance of a modification to the order, or (ii) instruct the Contractor how and to what extent the work shall continue; provided, however, that in no event shall the Contractor proceed with work beyond the not-to-exceed amount in the delivery order. A schedule for definitizing the order will be set forth in the unpriced delivery order. Failure to reach agreement on an estimated cost and fixed fee shall be considered a dispute subject to the "Disputes" clause of this contract.

(j) Content. Each delivery order will include the following:
(1) Effective date of order;
(2) Contract and delivery order number;
(3) Type of order (i.e., completion or term);
(4) Cost or Price information (priced orders);
(5) Not-to-exceed amount (unpriced orders);
(6) Scope, including reference to applicable specifications, relevant SLD Program documents, or other documents;
(7) Delivery or performance date;
(8) Place of delivery or performance;
(9) Accounting and appropriation data;
(10) The subcontracts that require Contracting Officer consent pursuant to Paragraph (e) of the contract Clause entitled "Subcontracts" (FAR 52.244-2);
(11) Funding obligated pursuant to the Limitation of Funds clause, and
(12) Other information as appropriate (e.g., Government Furnished Property, special site requirements, etc.).

(k) Closeout. Delivery orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable order.

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 for in this contract shall be submitted for approval prior to actual

printing and distribution. Proposed releases are to be submitted to the NNSA Office of International Material Protection and Cooperation, Second Line of Defense, 1000 Independence Ave. SW, Washington D.C. 20585. All proposed releases should conform to the requirements of NNSA pertaining to the public release of information.

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
(b)(4)	Program Manager Core Program Manager Megaports Program Manager Communications Manager Contracts Manager

H017 GOVERNMENT-TO-GOVERNMENT AGREEMENTS AND SENSITIVE INFORMATION (AUG 2006)

The Contractor shall abide by the terms of government-to-government agreements, including ensuring non-disclosure of Host Country sensitive information.

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

In accordance with the terms of Clause 52.245-1, GOVERNMENT PROPERTY, the Contractor shall be responsible for the safe storage, transportation and security of all Government property until the entire radiation detection system is accepted by the U.S. Government in accordance with the applicable Megaport System Level Acceptance Test or the Core Program Acceptance Test.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (FEB 2005) (TAILORED)

The contractor is required to comply with the following in accordance with DOE O 221.1, Reporting Fraud, Waste, and Abuse To The Office of Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees, its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees;

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

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters;

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems;

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption,

criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities;

(f) The DOE IG hotline telephone number is 202-586-4073.

H033 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006) (FEB 2005)

None of the funds obligated on this contract may be used, 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)

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.

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 2005)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
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)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-09	FIXED FEE -- CONSTRUCTION (MAR 1997)
52.216-18	ORDERING (OCT 1995) Para (a), Issued from date is 'award date of contract' Para (a), Issued through date is 'seven (7) years after award of contract, including option periods'
52.216-19	ORDER LIMITATIONS (OCT 1995) Para (a). Insert Dollar amount or quantity. '$1,000' Para (b)(1). Insert dollar amount or quantity 'not applicable' Para (b)(2). Insert dollar amount or quantity. 'not applicable' Para (b)(3). Insert number of days. 'not applicable' Para (d). Insert number of days. 'not applicable'
52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is 'five (5) years after the expiration date of this contract'
52.217-09	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Para (a), Period of time 'prior to the Contract's expiration date' Para (a), 60 or as appropriate '30 days' Para (c), Number of Months/Years. 'seven (7) years'
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)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)
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 'zero'
52.222-03	CONVICT LABOR (JUN 2003)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
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)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
52.227-14	RIGHTS IN DATA -- GENERAL (JUN 1987) *Modified in accordance with the instructions at DEAR 927.409 (a) (1)*
52.227-14	RIGHTS IN DATA -- GENERAL (JUN 1987) - ALTERNATE II (JUN 1987)
52.227-14	RIGHTS IN DATA -- GENERAL (JUN 1987) - ALTERNATE III (JUN 1987)
52.227-14	RIGHTS IN DATA -- GENERAL (JUN 1987) - ALTERNATE V (JUN 1987)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-17	RIGHTS IN DATA – SPECIAL WORKS (JUN 1987) *This clause does not apply to limited rights data or restricted rights computer software authorized to be delivered under this contract. For this data see FAR 52.227-14, above.*
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) Pages of technical proposal 'N/A' Date of Proposal 'August 6, 2007'
52.228-03	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.229-08	TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990) Para (a), Name of foreign government is 'to be specified in each delivery order' Para (a), Name of country is 'to be specified in each delivery order'
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)
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)
52.234-04	EARNED VALUE MANAGEMENT SYSTEM (JUL 2006) Para (g) List of applicable subcontractors 'to be specified in delivery orders as applicable' *This clause will be applied to delivery orders as appropriate.*
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)
52.239-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
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 II (APR 1984)
52.243-06	CHANGE ORDER ACCOUNTING (APR 1984)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02	SUBCONTRACTS (JUN 2007) Para (d), approval required on subcontracts to: 'to be specified in delivery orders' Para (j), Insert subcontracts evaluated during negotiations. 'N/A'
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: 'to be specified in delivery orders' Para (k), the following subcontracts which were evaluated during negotiations: 'N/A'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006)
52.245-01	GOVERNMENT PROPERTY (JUN 2007)
52.245-09	USE AND CHARGES (JUN 2007)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
52.248-03	VALUE ENGINEERING -- CONSTRUCTION (SEP 2006) Para (i), Contract number. 'DE-AM52-07NA28443'
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE I (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.208-70	PRINTING (APR 1984)
952.215-70	KEY PERSONNEL (DEC 2000)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (AUG 2005)
952.247-70	FOREIGN TRAVEL (DEC 2000)
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:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-01 DEFINITIONS (DEVIATION) (JUL 2004) (TAILORED)

(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 an 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 Under Secretary 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 (DEC 2002) - ALTERNATE I (FEB 1997)

(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 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 Govemment 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.

Alternate I (Feb 1997). As prescribed in 16.307(a)(2), substitute the following paragraph (b)(1)(iii) for paragraph (b)(1)(iii) of the basic clause:

(iii) The amount of progress and other payments to the Contractor's subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled "Prompt Payment for Construction Contracts." Payments shall be made by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov <http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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-- Contract Specialist specified in Clause G001.

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.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	10	13 OCT 2006	STATEMENT OF WORK
ATTACHMENT 2	4	13 OCT 2006	REPORTING REQUIREMENTS CHECKLIST

ATTACHMENT 1

STATEMENT OF WORK (SOW)
DE-AM52-08NA28443

Design, Integration, Construction, Communication, and Engineering Installation for the National Nuclear Security Administration (NNSA) Second Line of Defense (SLD) Program

The National Nuclear Security Administration

Service Center

October 13, 2006

ATTACHMENT 1

1.0 OBJECTIVE

The objective of this procurement is to install sustainable radiation detection equipment with associated communication systems at selected international land border crossings, airports, feeder ports and seaports in cooperation with international partners around the world in order to strengthen the overall capability of partner countries to deter, detect, and interdict illicit trafficking in special nuclear and other radiological materials.

The focus is on the integration activities that are needed for the development and deployment of:

a. standardized installation designs to the maximum extent possible;
b. site designs that are cost effective, easily installed, and have a high system availability; and
c. installations that minimally disrupt commerce and movement of people or cargo across borders and through seaports, and that are easy to configure, use, and maintain.

The program plans to install hardware in up to 70 (estimated) seaports under the SLD Megaports Program and up to 200 (estimated) other border locations (land crossings, airports and feeder seaports) under the SLD Core Program, in approximately 30 foreign countries over the next seven years. As the work progresses, it is estimated that the Contractor will have sites in as many as 10 countries working simultaneously. The countries under consideration by the SLD Program include countries in the Former Soviet Union, Europe, Asia, Southeast Asia, Central and South America and other regions to be determined.

2.0 SCOPE OF WORK

The scope includes the site design and installation of portal monitoring equipment and associated communication equipment as described below. The Contractor will be responsible for integrating this key on-the-ground effort that will involve local subcontractors. The SLD program will integrate the work carried out under this SOW into the larger program effort that also involves the contributions of national laboratories and other contractors who have specialized capabilities. The work sought by the SLD program office shall be specified on a delivery order basis and issued by the Contracting Officer. A delivery order for in-country support may incorporate multiple sites within that country.

3.0 BACKGROUND

The SLD program is one of several offices within the Office of International Material Protection and Cooperation and plays a key role in NNSA's nonproliferation mission. SLD strengthens the overall capability of partner countries to deter, detect, and interdict illicit trafficking in special nuclear and other radiological materials at international border crossings, seaports, and other points of entry/exit.

The SLD Program coordinates with host governments to install and operate systems for the detection of special nuclear and other radiological materials that may be smuggled through them. The SLD Program initially focused on Russia and has expanded to other former Soviet states and partner countries throughout the world. Rapid installation and effective operation of these systems in partnership with foreign countries is a key priority of NNSA.

The SLD program office is currently organized into two program elements. The **Megaports Initiative** focuses on securing global containerized cargo trade by installing radiation detection systems in strategic international container seaports of interest to the U.S. The Megaports Initiative works closely with the U.S. Customs and Border Protection's Container Security Initiative. The **Core Program** mission focuses on equipping foreign land border crossings, feeder ports and airports with SLD radiation detection systems.

4.0 TECHNICAL REQUIREMENTS

The Contractor shall perform the following activities:

4.1 DESIGN ENGINEERING

The Contractor shall provide design engineering that promotes design efficiencies, including the use of host country design services and the application of lessons learned. SLD will provide existing standard designs, which includes the reference library of previously modified standard designs and designs developed for site specific requirements.

4.1.1 Standard Designs

The Contractor shall use existing standard designs to the extent practicable. The Contractor shall develop, modify, and maintain a set of standard designs for the installation of all SLD equipment.

4.1.1.1 The Contractor shall ensure that standard system designs satisfy equipment installation and operating requirements for Government Furnished Property (GFP) and contractor acquired property.

4.1.1.2 The Contractor shall ensure there is requirements traceability between all SLD design specifications, design documents, and acceptance testing documents and procedures.

4.1.2 Customized or Site-Specific Design Engineering

The Contractor shall customize standard SLD designs or, if necessary, develop new site-specific designs to meet host-county design requirements and system needs. The detailed site designs shall use host country building codes and standards in lieu of U.S. building codes and standards except where safety or system performance are jeopardized or impacted. Custom and site specific designs shall be maintained in the standard design reference library.

4.1.3 Design Management and Oversight

The Contractor shall use domestic or host country design firms, as required, to do detailed design and provide management and oversight on these projects. The Contractor shall review, comment on, refine and/or modify designs provided by third parties, primarily host country firms. The Contractor shall provide engineering and consulting services to U.S. agencies and their contractors as required.

4.1.4 Design Reviews and Surveys

The Contractor shall participate in site surveys, engineering surveys, conceptual design reviews, preliminary design reviews, construction readiness reviews, communication reviews and other engineering meetings.

4.2 CONSTRUCTION MANAGEMENT

4.2.1 SLD System Installation Construction

The Contractor shall, utilizing host country firms to the maximum extent practicable, install radiation portal monitors (RPMs) and associated communication equipment at SLD sites.

4.2.1.1 The Contractor shall ensure that quality assurance, environment, safety, health, and design requirements are met by in-country subcontractors. The Contractor shall ensure all permits and local inspections are obtained as required.

4.2.1.2 Installation may include the following in new or modified form: facility construction, radiation detection system installation, communication system installation, landscaping, asbestos and lead abatement, utility system upgrades such as water (potable and fire), telephone/computer systems (other communications), and emergency power. Facility construction may include the following in new or modified form: mechanical and electrical

systems, exterior and interior systems, heating and air-conditioning, and other systems to provide for a functional, operating building/facility. Construction services may also include the demolition of old equipment and facilities, and removal of debris and unwanted materials. The Contracting Officer's Representative (COR) shall be notified whenever asbestos and lead abatement construction services are encountered or required.

4.2.1.3 The Contractor may be asked to prepare a Construction Management Plan (CMP).

4.2.2 Domestic Construction for Test, Maintenance and Repair Facilities, and Training Centers

The Contractor shall perform limited domestic construction upgrades to existing or new SLD test, maintenance and repair facilities, and training centers in the continental United States (CONUS).

4.3 COMMUNICATION SYSTEM MAINTENANCE AND DEVELOPMENT

The Contractor shall maintain existing SLD communication systems and develop new communication systems in accordance with SLD guidelines and specifications. Communication systems may be required to integrate with existing port or host government software systems. To the extent practicable, the contractor shall use the existing SLD communication system designs, hardware and software that will be provided to the Contractor as Government Furnished Property. As required, the Contractor shall provide training to in-country personnel regarding the use and maintenance of the installed communication system.

4.4 SPECIALIZED ENGINEERING SERVICES

The Contractor shall perform specialized engineering services required in support of SLD mission requirements. Such services may include:

a. Assessments, feasibility studies, and market surveys of state-of-the-art radiation detector and communication equipment;
b. Studies to improve communication system designs and minimize cost and schedule;
c. Reliability, performance, and life cycle assessments of SLD equipment; and
d. Test and evaluation support of new or existing equipment designs

4.5 PROGRAM MANAGEMENT AND INTEGRATION

The Contractor shall effectively manage its services to the SLD program, serve as the central coordinator and integrator for its site installation activities, and provide other services to the SLD program.

4.5.1 Program Management Plan

The Contractor shall prepare, for approval by the SLD Program Office, a Program Management Plan (PMP) to define its approach for managing work under this contract. The Contractor shall also develop procedures for implementation of the PMP. The specific requirements for the PMP shall be defined in a Program Management delivery order, but shall include, at least, the following subject matter:

a. Program organization of work/tasks via a work breakdown structure
b. Staffing and resource requirements
c. Organizational roles and responsibilities
d. Management of U.S. subcontractors
e. Management of foreign subcontractors
f. Quality assurance
g. Material management
h. Project controls and reporting for budget, accounting, and schedule
i. Export control licensing
j. Website structure and functionality
k. Management and reporting of cash flow/financing requirements
l. Invoicing
m. Risk management
n. Training
o. Maintenance
p. Security
q. Environmental, health, and safety
r. Hazard, hardship, and incentive fees

4.5.2 Configuration Management

The Contractor shall provide configuration management procedures for all design and installation activities. The Contractor's configuration management procedures must complement and support the SLD program Configuration Management Plan.

4.5.3 Program Integration

The Contractor shall coordinate simultaneous design, construction, and integration activities within multiple countries, and at multiple site locations. A single point of contact shall be designated by the Contractor for each country or delivery order to address all in-country operations.

The Contractor may be directed to coordinate and collaborate with other SLD contractors and National Laboratories, as needed, to satisfy specific design requirements and program objectives.

4.5.4 Program Websites and Information Technology

The Contractor shall develop and manage websites that will facilitate program communicating and reporting.

4.5.5 Program Management Support

The Contractor shall provide technical support for program planning activities with NNSA SLD Program Office officials and technical support to host country Government Officials and Contractors, as required.

4.6 LOGISTICS

4.6.1 Import/Export Control Licenses

The Contractor shall obtain export licenses for all equipment purchased or manufactured in the United States and shipped to SLD Countries.

4.6.2 Shipping, Packaging, and Storage in Foreign Country

The Contractor shall ship equipment and material to SLD Countries. Once in country, the Contractor is responsible for the safe storage, transportation, and security of all GFP and Contractor purchased equipment. This responsibility will remain with the Contractor until the entire system is accepted by the U.S. Government.

4.6.3 Management of Government Furnished Property, Radiation Portal Monitors

Radiation Portal Monitors shall be supplied as GFP unless otherwise specified. The SLD inventory of GFP RPMs is being managed by a separate contractor. In accordance with paragraph 4.6.2 the Contractor shall coordinate with the SLD Equipment Management Services contractor to ship any equipment specified as GFP in a site installation delivery order.

4.6.4 Purchase of new Radiation Portal Monitors and Other SLD Equipment

The Contractor may be required to purchase equipment, such as portal monitors, handheld survey meters, radiological isotope identifiers, and

radiation pagers. SLD will provide the specifications for any Contractor purchased equipment.

4.6.5 Translation and Interpreter Services

The Contractor shall provide translators and/or interpreters to translate letters and faxes, reports, meeting and training materials, and other miscellaneous items required for the SLD program and provide interpreters for assistance in conducting meetings with host country representatives. The Contractor shall provide the communication system user interface in local native language. Training materials, maintenance procedures, and other documents may be required in native language.

4.6.6 Host-Country Logistics

(a) Assist SLD in preparing briefing materials of past projects or current plans, and other information.

(b) Procure host country transportation services, host country meeting facilities, supplies, and other services necessary to support host country team meetings, site visits, acceptance testing and other activities.

4.7 ACCEPTANCE TESTING AND OPERATIONAL TEST & EVALUATION (OT&E)

The Contractor shall provide technical and logistical support for acceptance testing and OT&E as defined in the Megaports System Level Acceptance Test document and the Core Program Acceptance Test Plan.

4.7.1 The Contractor shall provide Test Plans and reports identified in the Megaports and Core documents as applicable.

4.7.2 CONUS Communication Software Demonstration Test

4.7.2.1 The Contractor shall perform CONUS demonstration tests prior to deploying final software configurations to the field.

4.7.2.2 The demonstration tests shall be witnessed by the NNSA COR and/or the Country Manager.

4.7.2.3 The Contractor shall prepare a test report documenting the findings from the CONUS demonstration testing.

4.7.2.4 The Contractor shall repair all system problems and anomalies detected during the CONUS demonstration test prior to

deploying the software to the field for installation and in-country testing.

4.7.2.5 The Contractor shall conduct a Software Readiness Review with the NNSA COR and/or the Country Manager to verify software is ready for in-country installation.

4.8 MAINTENANCE AND LIFECYCLE SERVICES

4.8.1 Maintenance and Repair Services During Construction and Installation

The Contractor shall provide on-site maintenance, repair, calibration, replacement, and refurbishment of SLD equipment and systems until systems are accepted and OT&E is complete. Maintenance services include regularly scheduled activities to ensure equipment components are properly connected and are in good working order. Maintenance shall be provided by local technicians to the maximum extent practicable. All maintenance shall be performed by trained technicians in accordance with manufacturer maintenance manuals and procedures. Repair and replacement of failed, damaged, lost, or stolen parts or components is required. Warranty provisions of Contractor-supplied equipment shall be enforced by the Contractor.

4.8.2 Post Acceptance Maintenance Services

Long-term maintenance of the installed systems may be required under this contract. Activities for long-term maintenance and repair will include routine maintenance and urgent repair in accordance with the "SLD Maintenance Guide." The Contractor shall perform trend analysis of equipment performance and recommend actions to improve performance, reliability, and other improvements.

4.8.3 Help Desk Support

4.8.3.1 The Contractor shall provide a customer service Help Desk to respond to problems in deployed SLD systems. The Help Desk shall be able to respond to all system problems, including problems occurring with GFP.

4.8.3.2 The Help Desk shall maintain a tracking system of problems that are reported, and ensure that there is closure or recommended corrective action provided within 48 hours of problem notification to the Country requesting assistance. The problems shall be ranked and categorized based upon significance and effect on system performance. Problems that

prevent the systems from operating in accordance with the SLD system specification shall be given top priority.

4.8.4 Spare Parts

The Contractor may be requested to provide and/or maintain minimal quantities of spare parts for radiation portal monitors, communications systems and handheld devices. Specific parts and quantities will be determined and authorized by the SLD Program office.

5.0 DELIVERABLES

5.1 Reporting Requirements

The Contractor shall deliver reports as specified in the Reporting Requirements Checklist.

6.0 ACRONYMS

A/E	Architect/Engineer
CMP	Construction Management Plan
CONUS	Continental United States
COR	Contracting Officer's Representative
GFP	Government Furnished Property
NNSA	National Nuclear Security Administration
OT&E	Operational Test & Evaluation
PMP	Program Management Plan
RPM	Radiation Portal Monitor
SLD	Second Line of Defense
SOW	Statement of Work

ATTACHMENT 2

REPORTING REQUIREMENTS CHECKLIST
DE-AM52-08NA28443

1. PROGRAM/PROJECT TITLE	2. IDENTIFICATION NUMBER
Design, Integration, Construction, Communication, and Engineering (DICCE)	

3. PARTICIPANT NAME AND ADDRESS
Randolph Construction Services, Inc.

4. PLANNING AND REPORTING REQUIREMENTS

	Frequency
A. General Management	
☒ Management Plan (requires COR approval)	O
☐ Status Report	
☒ Summary Report	M
B. Schedule/Labor/Cost	
☒ Milestone Schedule/Plan	A
☐ Labor Plan	
☐ Facilities Capital Cost of Money Factors Comp.	
☐ Contract Facilities Capital and Cost of Money	
☐ Cost Plan	
☒ Milestone Schedule/Status	M
☐ Labor Management Report	
☐ Cost Management Report	
☒ DOE Budget and Cost Report (Enclosure 1)	M
C. Exception Reports	
☐ Conference Record	
☐ Hot Line Report	
D. Performance Measurement	
☐ Management Control System Description	
☐ WBS Dictionary	
☐ Index	
☐ Element Definition	
☒ Cost Performance Reports	M
☒ Format 1 - WBS	M
☐ Format 2 - Function	
☒ Format 3 - Baseline	M

	Frequency
E. Financial Incentives	
☐ Statement of Income and Expenses	
☐ Balance Sheet	
☐ Cash Flow Statement	
☐ Statement of Changes in Financial Position	
☐ Loan Drawdown Report	
☐ Operating Budget	
☐ Supplementary Information	
F. Technical	
☐ Notice of Energy R&D Project (Required with any of the following)	
☐ Technical Progress Report (Annual Accomplishment Report)	
☐ Draft for Review	
☐ Final for Approval	
☐ Topical Report	
☐ Final Technical Report	
☐ Draft for Review	
☐ Final for Approval	
☐ Software	
Other (Specify):	
G. Environment, Safety & Health	
☐ (Specify)	
H. Other	
☒ QA Plan	O
☒ General Arrangements/Civil Layout Drawings	A
☒ Final Installation Reports	A
☒ Construction Management Plan	A
☒ Configuration Management Plan	O
☒ Maintenance Report	A
☒ Maintenance Trend Analysis	A
☒ Other reports as identified in delivery orders	A

5. FREQUENCY CODES

A - As Required	BM - Bi-Monthly	S - Semi-Annually
C - Change to Contractual Agreement	M - Monthly	X - With Significant Changes
F - Final (end of effort)	O - Once After Award	Y - Yearly or Upon Renewal/Revision of Task Assignment
D - Daily	Q - Quarterly	

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)

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

7. PREPARED BY		8. REVIEWED BY	
/s/ Laurel Cotton	10/13/06	/s/ Steve Sandager	10/13/06
(Signature)	*(Date)*	*(Signature)*	*(Date)*

ATTACHMENT 2

REPORT DISTRIBUTION LIST

Report	Frequency	Due Dates	Copies	Address
A. General Management				
(Program) Management Plan	O	20 calendar days after delivery order PM001 award	1 each	A, B, C, D
Monthly Summary Report	M	10th calendar day of month	1 each	A, B, C, D
B. Schedule/Labor/Cost				
Milestone Schedule/Plan	A	Submitted as part of the Technical and cost proposal For each delivery order	1 each	A, B, C, D
Milestone Schedule/Status	M	Submitted as part of the Monthly Summary Report	1 each	A, B, C, D
DOE Budget and Cost Report	M	10th calendar day of month	1 each	A, B, C, E
C. Exception Reports				
D. Performance Measurement				
Cost Performance Reports	M	10th calendar day of month Submitted as part of the Monthly Summary Report	1 each	A, B, C, D
E. Financial Incentives				
F. Technical				
G. Environment, Safety & Health				
H. Other				
QA Plan	O	20 calendar days after delivery order PM001 award	1 each	A, B, C, D
General Arrangements/ Civil Layout Drawings	A	Required before completion of detailed design drawings	1 each	B, C
Final Installation Reports	A	At the completion of each	1 each	A, B, C, Host Country
Construction Management Plan	A	Specified by Delivery Order	1 each	A, B, C, D
Configuration Management Plan	O	20 calendar days after delivery order PM001 award	1 each	A, B, C, D
Maintenance Report	A	10th calendar day of month	1 each	A, B, C, D
Maintenance Analysis Report	A	10th calendar day of August and February	1 each	A, B, C, D

ATTACHMENT 2

LIST OF ADDRESSES

A. Contract Specialist
Department of Energy
NNSA Service Center
Office of Business Services/HAD/HSD
P.O. Box 5400
Albuquerque, NM 87185-5400

B. Megaports Contracting Officer Representative
Department of Energy
NNSA Service Center
P.O.Box 5400
Albuquerque, NM 87185-5400

C. Core Contracting Officer Representative
Department of Energy
NA-25
1000 Independence Avenue SW
Washington DC 20585

D. Post to website

E. SLD Budget Controls
Department of Energy
NA-25
1000 Independence Avenue SW
Washington DC 20585

REPORT DESCRIPTIONS

A. Management Plan: To be submitted once after contract award in accordance with the individual Program Management Delivery Order. The Plan will address the contractor's plan for carrying out and managing the elements of the statement of work, including staffing, reporting, performance tracking, and cost control. The Plan may be updated as required.

Summary Reports: A Summary Report in the Contractor's format shall be prepared and submitted monthly. The Summary Report shall include a cover page identifying major outstanding issues requiring government attention, and a brief synopsis, by delivery order, of activities engaged in during the preceding month, schedule performance and cost performance information.

B. Milestone Schedule/Plan: To be submitted with each delivery order as required. Report format will be provided by the Government.

Milestone Schedule/Status: To be submitted in the Monthly Summary Report. Report format will be provided by the Government.

DOE Budget and Cost Report: Costs shall be broken down by program (Megaports and Core), country, labor, travel, and equipment including foreign and domestic purchases. Report format shall be substantially the same as that provided in Enclosure 1, SLD Monthly Costing Report.

C. Cost Performance Reports. Report formats will be provided by the Government.

H. QA Plan: As required under the Program Management Delivery Order, the plan will address the Contractor's quality assurance program to be implemented for the Second Line of Defense Program. Individual plans or amendments to the overall plan may be required to meet individual country/delivery order requirements.

General Arrangements or Civil Layout Drawings: Requirements are identified in individual delivery orders.

Final Installation report requirements will be specified in individual delivery orders. Such reports may include, by each installation, a complete set of as-built design drawings, including the standard designs incorporated and annotated. Country requirements may include a complete set of country A/E drawings, equipment user manuals, as-built listings, equipment operating and maintenance procedures, photos of installed equipment, acceptance test plans and test reports, communication system designs, software versions, equipment inventories and other needed documentation after acceptance testing has been completed. Any reports required for the host country shall be prepared in the language of the host country.

Construction Management Plans shall consist of detailed construction, installation and integration activities required to implement the designs created as the results of Section 4.1 of the Statement of Work.

Configuration Management Plan: Use the Contractor's format and Include configuration management procedures for all design and installation activities.

Maintenance Reports: Use the Contractor's format to report on the status of maintenance activities.

Maintenance Trend Analysis: Use the Contractor's format to analyze maintenance trends.

NOTES

i. When B and C are used together on a line in the "Report Distribution List" above, they should only receive reports related to their respective programs. This means that the Megaports Contracting Officer Representative should only receive reports related to the Megaports program and the Core Contracting Officer Representative should only receive reports related to the Core program. However, when reports relate to the program as a whole and B and C are used together on a line in the "Report Distribution List" above, both Contracting Officer Representatives should receive copies.

ii. The Contractor shall submit to the Contract Specialist letters of transmittal only for the reports identified in Section H, Other, of this Reporting Requirements Checklist.

Reporting Requirements Checklist – Enclosure 1

SLD Monthly Costing Report

As of date

	WBS Code	CID	Task Order #	Task Title/Description	US Labor	US Travel	US Equipment & Material	US Lab Overhead on Russian EoC	Russian/FSU Travel	Russia/FSU Equipment, Materials & Services from Russian/FSU Suppliers	Russia/FSU Equipment, Materials & Services from Non-Russian/FSU Suppliers	In-Country Non-FSU, Non-US Costs	Cost MTD	Cost YTD	Commitments	Funding	Remaining Balance
CORE	[SLD WBS Code]	[Contract Ref #]	[Contractor Task Order#]	[Abbreviated Sentence describing Task.]									$ -	$ -			
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CORE PROGRAM TOTAL					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MEGAPORTS	[SLD WBS Code]	[Contract Ref #]	[Contractor Task Order#]	[Abbreviated Sentence describing Task.]									$ -	$ -			
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MEGAPORTS PROGRAM TOTAL					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

B&R Code	Monthly Total
NN5005011 - US Costs for Russia/NIS	$ -
NN5005012 - In-Country Costs for Russia/NIS	$ -
NN5005013 - Non-Russia/NIS & Non-US	$ -
Core Total	$ -
NN5005040 - Megaports	$ -
Megaports Total	$ -
Program Total	$ -

TEMPLATE KEY:
(Entry) Blue Text Instruct reference info need per line.
Grey cells are numeric input cells.
Total columns auto calculate.