

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING N		PAGE of PAGES 1 43	
2. CONTRACT (PROC. INST. IDENT.) NO. DE-AC52-09NA28091		3. EFFECTIVE DATE 01 JAN 2009		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G			
5. ISSUED BY FAD/CIFAD DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 MARIA A. VIGIL 505 845-4809 MVIGIL@DOEAL.GOV		CODE 898358		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE 898358			
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) NAVARRO NEVADA ENVIRONMENTAL SERVICES NAVARRO NEVADA ENVIRONMENTAL SERVICES LLC 669 EMORY VALLEY ROAD OAK RIDGE TN 37830-6806 (865) 220-9650		8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)		9. DISCOUNT FOR PROMPT PAYMENT N			
CAGE CODE 528P5		FACILITY CODE		10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN		ITEM See Block 12	
11. SHIP TO / MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY U.S. DEPARTMENT OF ENERGY OAK RIDGE FINANCIAL SERVICE CENTER P. O. BOX 5807 OAK RIDGE, TN 37831		CODE 898358	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION		14. ACCOUNTING AND APPROPRIATION DATA See Section G					
15A. ITEM NO See Section B		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
				15E. UNIT PRICE		15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT						\$22,610,242.00	
16. Table of Contents							
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✓ C	DESCRIPTION/SPECS./WORK STATEMENT	10	✓ J	LIST OF ATTACHMENTS	43		
✓ D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 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.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document). Your offer on solicitation number <u>DE-RP52-08NA28091</u> 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 MARY B. HENRY			
19B. Name of Contractor		19C. Date Signed		20B. United States of America		20C. Date Signed	
by _____ (signature of person authorized to sign)				by <u>Mary B. Henry</u> (signature of Contracting Officer)		12-3-2008	

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001			EST \$16,873,978.00
	<i>Noun:</i>	ENVIRONMENTAL CHARACTERIZATION AND REMEDIAION SERVICES	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Start Date:</i>	01 OCT 2008	
	<i>Completion Date:</i>	30 SEP 2010	
	<i>Descriptive Data:</i>	The Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated 21 April 2008. The Contractor shall perform the work at designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Site Office to include the Nevada Test Site, portions of Tonopah Test Range, and portions of Nevada Test and Training Range which is formerly Nellis Air Force Base.	
000101			
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA \$1,692,596.00	
	<i>PR/MIPR:</i>	52-09NA28091.501	\$1,692,596.00
0002			EST \$1,377,120.00
	<i>Noun:</i>	AWARD FEE & PERFORMANCE INCENTIVE FEE	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Start Date:</i>	01 OCT 2008	
	<i>Completion Date:</i>	30 SEP 2010	
	<i>Descriptive Data:</i>	The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section H.	
000201			
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA \$172,140.00	
	<i>PR/MIPR:</i>	52-09NA28091.501	\$172,140.00

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0003			\$1,213,939.00
	<i>Noun:</i>	TRAVEL	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Start Date:</i>	01 OCT 2008	
	<i>Completion Date:</i>	30 SEP 2010	
	<i>Descriptive Data:</i>	The Contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement. <i>This is a cost reimbursable item only and is non-fee bearing.</i>	
000301			\$57,054.00
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA \$57,054.00	
	<i>PR/MIPR:</i>	52-09NA28091.501	\$57,054.00
0004			\$1,655,371.00
	<i>Noun:</i>	MATERIALS/SUPPLIES	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Start Date:</i>	01 OCT 2008	
	<i>Completion Date:</i>	30 SEP 2010	
	<i>Descriptive Data:</i>	The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement. <i>This is a cost reimbursable item only and is non-fee bearing.</i>	
000401			\$46,427.00
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA \$46,427.00	
	<i>PR/MIPR:</i>	52-09NA28091.501	\$46,427.00
0005			\$1,489,834.00
	<i>Noun:</i>	EQUIPMENT	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Start Date:</i>	01 OCT 2008	
	<i>Completion Date:</i>	30 SEP 2010	
	<i>Descriptive Data:</i>	The Contractor shall provide all costs associated with cost allocations, charge-backs and all Contractor-acquired property to accomplish the work specified in the Performance Work Statement. <i>This is a cost reimbursable item only and is non-fee bearing.</i>	

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
000501	<p><i>Noun:</i> Funding Info Only</p> <p><i>ACRN:</i> AA \$31,783.00</p> <p><i>PR/MIPR:</i> 52-09NA28091.501</p>		\$31,783.00
0006	<p><i>Noun:</i> DATA AND REPORTS SUPPORTING CLIN 0001, AND CLINS 0007, 0012, & 0017</p> <p><i>ACRN:</i> U</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Start Date:</i> 01 JAN 2009</p> <p><i>Completion Date:</i> ASREQ</p> <p><i>Descriptive Data:</i> The contractor shall submit reports in accordance with Section J Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and price for this effort is included in CLIN 0001 and CLINs 0007, 0012 and 0017 if these Options are exercised.</p>		NSP
0007	<p>OPTION CLIN</p> <p><i>Noun:</i> OPTION 1 - ENVIRONMENTAL CHARACTERIZATION & REMEDIATION SERVICES</p> <p><i>Descriptive Data:</i> (1 Oct 2010 - 30 Sep 2011). The Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated 21 April 2008. The Contractor shall perform the work at designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Site Office to include the Nevada Test Site, portions of Tonopah Test Range, and portions of Nevada Test and Training Range which is formerly Nellis Air Force Base. (The value of Option 1, if exercised, shall be \$8,317,938).</p>		
0008	<p>OPTION CLIN</p> <p><i>Noun:</i> OPTION 1 - AWARD FEE & PERFORMANCE INCENTIVE FEE</p> <p><i>Descriptive Data:</i> (1 Oct 2010 - 30 Sep 2011). The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section H. <u>The value of this CLIN if exercised shall be \$679,754.</u></p>		

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0009	OPTION CLIN		
	<i>Noun:</i> OPTION 1 - TRAVEL		
	<i>Descriptive Data:</i> (1 Oct 2010 - 30 Sep 2011). The Contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement. <i>This is a cost reimbursable item only and is non-fee bearing. (The value of Option 1 travel if exercised, shall be \$639,018).</i>		
0010	OPTION CLIN		
	<i>Noun:</i> OPTION 1 - MATERIALS/SUPPLIES		
	<i>Descriptive Data:</i> (1 Oct 2010 - 30 Sep 2011). The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement. <i>This is a cost reimbursable item only and is non-fee bearing. (The value of Option 1 material if exercised, shall be \$871,388).</i>		
0011	OPTION CLIN		
	<i>Noun:</i> OPTION 1 - EQUIPMENT		
	<i>Descriptive Data:</i> (1 Oct 2010 - 30 Sep 2011). The Contractor shall provide all costs associated with cost allocations, charge-backs and all Contractor-acquired property to accomplish the work specified in the Performance Work Statement. <i>This is a cost reimbursable item only and is non-fee bearing. (The value of Option 1 equipment if exercised, shall be \$784,249).</i>		

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0012	OPTION CLIN <i>Noun:</i> OPTION 2 - ENVIRONMENTAL CHARACTERIZATION & REMEDIATION SERVICES <i>Descriptive Data:</i> 1 Oct 2011 - 30 Sep 2012). The Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated 21 April 2008. The Contractor shall perform the work at designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Site Office to include the Nevada Test Site, portions of Tonopah Test Range, and portions of Nevada Test and Training Range which is formerly Nellis Air Force Base. (The value of Option 2, if exercised, shall be \$8,029,997).		
0013	OPTION CLIN <i>Noun:</i> OPTION 2 - AWARD FEE & PERFORMANCE INCENTIVE FEE <i>Descriptive Data:</i> (1 Oct 2011 - 30 Sep 2012). The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section H. (The value of this CLIN if exercised shall be \$657,220).		
0014	OPTION CLIN <i>Noun:</i> OPTION 2 - TRAVEL <i>Descriptive Data:</i> (1 Oct 2011 - 30 Sep 2012). The Contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement. This is a cost reimbursable item only and is non-fee bearing. (The value of Option 2 travel if exercised, shall be \$661,384).		
0015	OPTION CLIN <i>Noun:</i> OPTION 2 - MATERIALS/SUPPLIES <i>Descriptive Data:</i> (1 Oct 2011 - 30 Sep 2012). The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement. This is a cost reimbursable item only and is non-fee bearing. (The value of Option 2 material if exercised, shall be \$901,887).		

PART 1 - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0016 OPTION CLIN

Noun: OPTION 2 - EQUIPMENT

Descriptive Data:

(1 Oct 2011 - 30 Sep 2012). The Contractor shall provide all costs associated with cost allocations, charge-backs and all Contractor-acquired property. ***This is a cost reimbursable item only and is non-fee bearing. (The value of Option 2 equipment if exercised, shall be \$811,698).***

0017 OPTION CLIN

Noun: OPTION 3 - ENVIRONMENTAL CHARACTERIZATION &
REMEDIATION SERVICES

Descriptive Data:

(1 Oct 2012 - 30 Sep 2013). The Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated 21 April 2008. The Contractor shall perform the work at designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Site Office to include the Nevada Test Site, portions of Tonopah Test Range, and portions of Nevada Test and Training Range which is formerly Nellis Air Force Base. ***(The value of Option 3, if exercised, shall be \$6,821,572).***

0018 OPTION CLIN

Noun: OPTION 3 - AWARD FEE & PERFORMANCE INCENTIVE
FEE

Descriptive Data:

(1 Oct 2012 - 30 Sep 2013). The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section H. **(The value of this CLIN if exercised shall be \$561,064).**

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0019	OPTION CLIN <i>Noun:</i> OPTION 3 - TRAVEL <i>Descriptive Data:</i> (1 Oct 2012 - 30 Sep 2013). The Contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement. <i>This is a cost reimbursable item only and is non-fee bearing. (The value of Option 3 travel if exercised, shall be \$684,532).</i>		
0020	OPTION CLIN <i>Noun:</i> OPTION 3 - MATERIALS/SUPPLIES <i>Descriptive Data:</i> (1 Oct 2012 - 30 Sep 2013). The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement. <i>This is a cost reimbursable item only and is non-fee bearing. (The value of Option 3 material if exercised, shall be \$933,453).</i>		
0021	OPTION CLIN <i>Noun:</i> OPTION 3 - EQUIPMENT <i>Descriptive Data:</i> (1 Oct 2012 - 30 Sep 2013). The Contractor shall provide all costs associated with cost allocations, charge-backs and all Contractor-acquired property. <i>This is a cost reimbursable item only and is non-fee bearing. (The value of Option 3 equipment if exercised, shall be \$840,107).</i>		

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B001 CONTRACT TYPE (MAR 2008)

This is a cost plus award fee contract with performance incentive fees.

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

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

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

(c) The total available fee for the base period of this contract is \$1,377,120.00.

(d) The total amount for the base period of this contract is \$21,233,122.00.

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

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

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

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

C003 REPORTS (FEB 2005) (TAILORED)

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

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

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

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

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

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

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING (FEB 2005) (TAILORED)

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

D002 MARKING (FEB 2005) (TAILORED)

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

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

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

D003 SECURITY REQUIREMENTS (FEB 2005) (TAILORED)

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

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005)

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

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

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

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

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

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

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

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

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

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

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

PART 1 - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

<u>ACRN</u>	<u>Appropriation/Lmt Subhead/Supplemental Accounting Data</u>	<u>Obligation Amount</u>
AA		\$2,000,000.00
01250.2009.01.100260.61000000.25110.1111217.0002176.0000000.0000000.0000000		
	<i>Funding breakdown:</i>	
	On CLIN 000101:	\$1,692,596.00
	On CLIN 000201:	\$172,140.00
	On CLIN 000301:	\$57,054.00
	On CLIN 000401:	\$46,427.00
	On CLIN 000501:	\$31,783.00
<i>PR/MIPR:</i>	52-09NA28091.501	\$2,000,000.00

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, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

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

Contracting Officer Representative (COR):

COR to be determined.

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

Contracting Officer:

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

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

(b) Patent Counsel

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

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

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

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

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

(c) Each voucher submitted shall include the following:

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

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

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

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

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

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

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

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

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

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

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

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

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

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

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

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

Washington Safety Management Solutions LLC, Golder Associates Inc., H2H Associates, LLC, and EOD Technology, Inc.

B. NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H001 PROVISIONAL PAYMENT OF AWARD FEE (APR 2008)

The contractor may invoice for provisional award fee payments given the following restrictions:

- a. The contractor may invoice for provisional award fee no more frequently than monthly.
- b. For the initial award fee evaluation period, the contractor may not invoice for more than 50 percent of the total available award fee for that period.
- c. For subsequent award fee evaluation periods, the contractor may not invoice for more than 80 percent of the evaluation score for the prior evaluation period times the award fee available for the current period, e.g., if the contractor received 90 percent of the award fee available for the prior evaluation period, provisional payments for the current period shall not exceed 72 percent (90 percent x 80 percent) of the award fee available for the current period.
- d. Provisional award fee payments are superseded by an interim or final award fee evaluation for the applicable evaluation period.
- e. The Government has the unilateral right to discontinue or reduce provisional award fee payment amounts as deemed appropriate by the contracting officer, when the contracting officer determines that the contractor will not achieve a level of performance commensurate with the provisional payment. The contracting officer shall notify the contractor in writing of any discontinuance or reduction in provisional award fee payments.

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

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

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

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

(b) Annual Total Available Fee.

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

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

PART I - THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

(d) Contractor self-assessment.

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

(e) Total Fee Amount Earned:

(1) Award Fee:

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

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

(2) Performance Incentive Fee:

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

(B) A performance incentive fee determination must be made by the Contracting Officer within 30 calendar days after the receipt by the Contracting Officer of the Contractor's Request for Payment of Performance Based Incentive for each discrete milestone incentive. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned.

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

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

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

H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005) (TAILORED)

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

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

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

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

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

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

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

H005 STOP-WORK AND SHUTDOWN AUTHORIZATION (JAN 2008)

(a) Imminent Health and Safety Hazard: This is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the Facility Safety Envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously

increase the risk of (1) Nuclear Criticality, (2) Radiation Exposure, (3) Fire/Explosion, and/or (4) Toxic Hazardous Chemical Exposure.

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

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

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

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

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

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

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;

(6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or

(7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

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

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

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

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

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

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

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

(b) Billable Time

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

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

Note: Contractors shall not be reimbursed for time spent in daily commute, if that commute is from the contractor's facility to assigned space in government facilities.

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

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

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

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

H011 LIMITATION OF FUTURE CONTRACTING (MAR 2008)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in a manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies. SAFER activities being performed under this contract are excluded from any restrictions identified in this clause.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an NNSA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing NNSA contract.

(c) The following applies when work is performed under this contract: Unless prior written approval is obtained from the cognizant NNSA Contracting Officer, the Contractor, during the life of the work assignment, task order, or tasking document and for a period of five (5) years after the completion of the work assignment, task order, or tasking document, agrees not to enter into a contract with or to represent any party, other than NNSA, with respect to RCRA regulatory development or enforcement that would impact work to be performed under this contract.

(d) During the performance period of this contract, the Contractor will be ineligible to enter into any contract for remedial planning and/or implementation projects for sites within the assigned geographical area(s) covered by this contract without the prior, written approval of the NNSA Contracting Officer.

(e) Unless an individual design for the site has been prepared by a third party, the Contractor will not provide to NNSA as a prime contractor, subcontractor or consultant any remedial environmental services at sites within the assigned geographical area(s) covered by this contract without prior written approval of the NNSA Contracting Officer.

(f) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an NNSA contract or a subcontract under an NNSA contract, which supports NNSA's Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of environmental response action activities, unless otherwise authorized by the Contracting Officer.

(g) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(h) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(i) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (i) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(j) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(k) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H012 ORGANIZATIONAL CONFLICT OF INTEREST (JAN 2008)

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

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

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

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

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

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

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

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

H013 SOFTWARE RIGHTS (FEB 2005) (TAILORED)

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

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

H015 RELEASE OF INFORMATION (FEB 2005) (TAILORED)

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

H016 KEY PERSONNEL (FEB 2005) (TAILORED)

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

NAME	TITLE
Dave Taylor	Program Manager
Pat Matthews	Soils Sub-Project Manager
Robert Sengebush	UGTA Sub-Project Manager
Pat Matthews	Industrial Sites Sub-Project Manager
Kim Hunsinger	Program Support Manager

Key Personnel are dedicated full-time to this contract.

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

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

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

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

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

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

(b) Reporting Requirements.

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

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

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

H020 COMPUTER SYSTEMS SECURITY (FEB 2005) (TAILORED)

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

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

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

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

H024 CONTRACTOR IDENTIFICATION SPECIFICATIONS (FEB 2005) (TAILORED)

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

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

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

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

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

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

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

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

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

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

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

(b) The Contractor must submit or DOE's review and comment all permits, reports or other documents required to be submitted to regulatory authorities. Such draft documents must be provided to

DOE within a time frame, identified by DOE, sufficient to allow substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is to the best of its knowledge and belief, true, accurate, and complete.

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

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

(e) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for the acts of omissions of the successor Contractor or DOE.

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

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

H046 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (JUL 2006)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall conduct contract operations and services in accordance with all applicable Federal, State, and local laws and regulations (including DOE regulations), DOE Orders and Directives, and NNSA Policy requirements. In performing work under this contract, the Contractor shall comply with the requirements of those DOE Orders/Directives or NNSA Policy requirements including Nevada Site Office requirements, or parts thereof, identified in Part III, Section J, Attachment 5. The Contracting Officer may, from time to time and at any time, revise the Section J Attachment "List of Applicable DOE Directives" by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising the list, the Contracting Officer will notify the Contractor in writing of the Government's intent to revise the list and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract compensation/consideration, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the list and so advise the Contractor not later than 30 days prior to

the effective date of the revision of the list. The Contractor and Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of the list pursuant to the applicable "Changes" clause of this contract.

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
- 52.204-2 SECURITY REQUIREMENTS (DEVIATION) (MAY 2002)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- 52.215-2 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- "This clause is applicable if facilities capital cost of money is not proposed by the Offeror."*
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
Period of time. '60 days'
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
Para (a), Dollar amount is '\$0.00'
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)

- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)
Para (b), Material Identification No: 'None'
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) (DEC 2007)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (DEC 2007)
- 52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007)
- 52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007) - ALTERNATE II (DEC 2007)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003) - ALTERNATE I (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-2 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
- 52.244-2 SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'Any new subcontractor hired after contract award.'
Para (k), the following subcontracts which were evaluated during negotiations:
'Washington Safety Management Solutions, Inc.
Golder Associates Inc.
H2H Associates, LLC
EOD Technology, Inc.'
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
- 52.245-1 GOVERNMENT PROPERTY (JUN 2007)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUN 2007)
List Government Property "TBD after contract award, but the following types of Government furnished facilities/equipment will be provided: Office space to accommodate approximately 120 desks (not necessarily in the same area, phone lines; office furniture; data handling equipment; janitorial services for occupied areas; computer support to include the NNSA standard automated information systems, NNSA current standard operating system and office suite, localized printers, fax machines, and copying machines and desktop, local area network, metropolitan area network and wide area network support for operational computing."
- 52.245-9 USE AND CHARGES (JUN 2007)

52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.204-75	PUBLIC AFFAIRS (DEC 2000)
952.208-70	PRINTING (APR 1984)
952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) - ALTERNATE I (JUN 1997) Para (b)(1)(i), period of restriction 'three (3)'
952.215-70	KEY PERSONNEL (DEC 2000)
952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
952.223-72	RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)
952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.227-14	RIGHTS IN DATA-GENERAL. (DOE COVERAGE) (FEB 1998) - ALTERNATE VII (FEB 1998)
952.242-70	TECHNICAL DIRECTION (DEC 2000)
952.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (AUG 2005)
952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)
970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-1 DEFINITIONS (DEVIATION) (JUL 2004)

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

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

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

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

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

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

(a) Invoicing.

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

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract

financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

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

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

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

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

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

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

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (TAILORED)

(a) The Government may extend the term of the contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notices does not commit the Government to an extension.

(b) If the Government exercises the option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: Not applicable

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

952.204-2 SECURITY (DEVIATION) (MAY 2002)

(a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's

possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

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

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

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

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

(2) the production of special nuclear material; or

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

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

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

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

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

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

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

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

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

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

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 1	22	21 APR 2008	U.S. DEPARTMENT OF ENERGY, NATIONAL NUCLEAR SECURITY ADMINISTRATION, NEVADA SITE OFFICE PERFORMANCE WORK STATEMENT FOR ENVIRONMENTAL CHARACTERIZATION & REMEDIATION SERVICES
ATTACHMENT 2	3	21 APR 2008	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 3	TBD	29 FEB 2008	GOVERNMENT FURNISHED PROPERTY - TBD
ATTACHMENT 4	43	29 FEB 2008	PERFORMANCE-BASED FEE PLAN
ATTACHMENT 5	4	21 APR 2008	LIST OF APPLICABLE DOE DIRECTIVES
ATTACHMENT 6	3	29 FEB 2008	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)
ATTACHMENT 7	9	17 AUG 2007	WAGE DETERMINATION NO. 2005-2332 REV-7