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SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

B.1 Items Being Acquired (DEC 1991)

The Contractor* shall furnish all qualified personnel, facilities, equipment, material and services (except as may be expressly set forth in individual task orders issued under this master contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of task orders issued hereunder for the term specified in Part I, Section F, and as set forth in the technical approach incorporated in the Contractor's proposal. The technical proposal is hereby incorporated in full by reference.

* The terms 'contractor' and 'Service Provider' are used interchangeably throughout this contract.

Item 1. Phase-In Period. This period, of 120 calendar days, addresses the effort associated with the transition from the incumbent Service Provider to the awardee for this solicitation for the task order to be initially awarded. The initial task order will consist of a phase-in task, to be prepared by the offeror in accordance with provision C.2(g) below. This includes all effort required to minimize disruption and start-up, including personnel hiring, training, security-related procedures and all other related effort. The Not-to-Exceed Ceiling Price of the effort being acquired for phase-in services is \$2,232,306. This price is applicable to the 120-day period commencing upon award of this contract.

Item 2. Provide Information Technology (IT) support services as set forth in detail in the attached Performance Work Statement (PWS) and supporting Technical Exhibits (TEs). This requirement involves effort at Department of Energy (DOE) Headquarters facilities in the Washington DC metropolitan area and up to approximately 18 field sites nationwide.

Item 3. Contract-level reports in accordance with the "Reporting Requirements Checklist," DOE Form 1332.1, at Part III, Section J and the clause entitled "Uniform Reporting System" at Part II, Section I. This item is considered to be Not Separately Priced (NSP).

B.2 Estimated Level of Effort (NOV 1996)

In accordance with Part I, Section H clause entitled "Level of Effort", the Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

<u>Period</u>	<u>DPLH</u>	<u>Months</u>
Phase- In	34,480	4
Base Period	<u>2,331,891</u>	<u>24</u>
Total	2,366,371	28

B.3 Direct Labor Rates and Other Direct Cost (ODC) Burdens (JUL 1991)

The Contractor shall provide DPLH from the labor categories set forth as follows at the fixed hourly labor rates indicated:

Phase-in Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Administrative Specialist	\$38.16	\$57.24	\$43.70	\$65.55
Applications Programmer - Senior	\$65.98	\$98.97	\$75.56	\$113.34
Applications Programmer-Intermediate	\$53.70	\$80.55	\$61.50	\$92.25
Applications Programmer-Junior				
Applications Systems Analyst / Programmer-Senior	\$83.96	\$125.94	\$96.15	\$144.23
Applications Systems Analyst / Programmer- Int.	\$61.82	\$92.73	\$70.80	\$106.19
Applications Systems Analyst / Programmer-Junior				
Applications Systems Analyst-Senior	\$61.48	\$92.22	\$70.41	\$105.61
Applications Systems Analyst-Intermediate	\$53.96	\$80.94	\$61.79	\$92.69
Applications Systems Analyst-Junior	\$41.68	\$62.52	\$47.73	\$71.60
Business Analyst-Senior	\$63.55	\$95.33	\$72.78	\$109.17
Business Analyst-Intermediate	\$47.56	\$71.34	\$54.47	\$81.70
Business Analyst-Junior	\$34.93	\$52.40	\$40.00	\$60.00
Business Process Consultant-Senior	\$122.87	\$184.31	\$140.71	\$211.07
Business Process Consultant-Intermediate	\$100.56	\$150.84	\$115.16	\$172.74
Business Process Consultant-Junior	\$82.14	\$123.21	\$94.07	\$141.10
Business Systems Analyst-Senior	\$72.63	\$108.95	\$83.18	\$124.76
Business Systems Analyst-Intermediate				
Business Systems Analyst-Junior	\$41.50	\$62.25	\$47.53	\$71.29
Client/Server Database Analyst/Programmer-Senior	\$72.20	\$108.30	\$82.68	\$124.03
Client/Server Database Analyst/Programmer-Int.	\$60.53	\$90.80	\$69.32	\$103.98
Client/Server Database Analyst/Programmer-Junior	\$45.91	\$68.87	\$52.58	\$78.86
Cyber Security Analyst-Senior	\$111.54	\$167.31	\$127.74	\$191.60
Cyber Security Analyst-Intermediate	\$98.83	\$148.25	\$113.18	\$169.77
Cyber Security Analyst-Junior	\$76.35	\$114.53	\$87.44	\$131.15
Data Architect	\$92.09	\$138.14	\$105.46	\$158.19
Data Security Analyst-Senior	\$76.96	\$115.44	\$88.13	\$132.20
Data Security Analyst-Intermediate	\$60.53	\$90.80	\$69.32	\$103.98
Data Security Analyst-Junior				
Data Warehousing Programmer-Senior	\$92.43	\$138.65	\$105.85	\$158.78
Data Warehousing Programmer-Intermediate	\$77.39	\$116.09	\$88.63	\$132.94
Data Warehousing Programmer-Junior	\$67.01	\$100.52	\$76.74	\$115.11
Database Administrator	\$85.00	\$127.50	\$97.34	\$146.01
Database Analyst / Programmer-Senior	\$77.82	\$116.73	\$89.12	\$133.68

Phase-in Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Phase-in Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Database Analyst / Programmer-Junior	\$48.42	\$72.63	\$55.45	\$83.18
Database Manager	\$91.48	\$137.22	\$104.76	\$157.14
Disaster Recovery Analyst	\$63.21	\$94.82	\$72.39	\$108.58
Documentation Specialist	\$44.96	\$67.44	\$51.49	\$77.23
End User Computing Specialist	\$47.38	\$71.07	\$54.26	\$81.39
Enterprise Architect	\$120.10	\$180.15	\$137.54	\$206.31
Graphic Specialist	\$39.17	\$58.76	\$44.86	\$67.29
Help Desk Coordinator	\$52.83	\$79.25	\$60.50	\$90.75
Help Desk Support Service Specialist	\$42.72	\$64.08	\$48.92	\$73.38
Information Assurance Specialist-Senior	\$92.18	\$138.27	\$105.56	\$158.35
Information Assurance Specialist-Intermediate	\$80.16	\$120.24	\$91.80	\$137.70
Information Assurance Specialist-Junior	\$66.49	\$99.74	\$76.14	\$114.22
IS Administration and Planning Manager	\$108.95	\$163.43	\$124.77	\$187.15
IV&V Specialist-Senior	\$88.80	\$133.20	\$101.69	\$152.54
IV&V Specialist-Intermediate				
IV&V Specialist-Junior	\$65.89	\$98.84	\$75.46	\$113.19
Network Engineer-Senior	\$83.87	\$125.81	\$96.05	\$144.07
Network Engineer-Intermediate	\$67.27	\$100.91	\$77.04	\$115.56
Network Engineer-Junior				
Physical Security Specialist	\$38.56	\$57.84	\$45.57	\$68.35
Procurement Specialist-Senior	\$56.90	\$85.35	\$65.16	\$97.74
Procurement Specialist-Intermediate				
Procurement Specialist-Junior	\$38.56	\$57.84	\$44.16	\$66.24
Project Control Specialist	\$69.61	\$104.42	\$79.72	\$119.58
Project Manager	\$101.95	\$152.93	\$116.75	\$175.13
QA Analyst-Senior	\$70.04	\$105.06	\$80.21	\$120.31
QA Analyst-Intermediate				
QA Analyst-Junior	\$44.27	\$66.41	\$50.70	\$76.05

Phase-in Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Phase-in Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Software Architect	\$102.46	\$153.69	\$117.34	\$176.01
Software Systems Engineer-Senior	\$80.16	\$120.24	\$91.80	\$137.70
Software Systems Engineer-Intermediate	\$69.26	\$103.89	\$79.32	\$118.97
Software Systems Engineer-Junior	\$53.26	\$79.89	\$60.99	\$91.49
Subject Matter Expert-Senior	\$155.64	\$233.46	\$178.24	\$267.36
Subject Matter Expert-Intermediate	\$125.38	\$188.07	\$161.11	\$241.66
Subject Matter Expert-Junior	\$140.68	\$211.02	\$143.59	\$215.38
System Engineer-Senior	\$103.59	\$155.39	\$118.63	\$177.95
System Engineer-Intermediate	\$87.33	\$131.00	\$100.01	\$150.02
System Engineer-Junior				
Telecom Technician	\$54.48	\$81.72	\$62.39	\$93.59
Telecommunication Engineer/Analyst-Senior	\$71.51	\$107.27	\$81.89	\$122.84
Telecommunication Engineer/Analyst-Intermediate	\$56.20	\$84.30	\$64.36	\$96.54
Telecommunication Engineer/Analyst-Junior	\$47.56	\$71.34	\$54.47	\$81.70
Training Specialist	\$61.07	\$91.61	\$69.94	\$104.91
Voice Communications Technician-Senior	\$59.14	\$88.71	\$67.73	\$101.59
Voice Communications Technician-Intermediate	\$50.50	\$75.75	\$57.83	\$86.75
Voice Communications Technician-Junior	\$44.27	\$66.41	\$50.70	\$76.05
Web Designer	\$53.09	\$79.64	\$60.80	\$91.20
Web Software Developer-Senior	\$64.85	\$97.28	\$74.27	\$114.40
Web Software Developer-Intermediate	\$56.20	\$84.30	\$64.36	\$96.54
Web Software Developer-Junior				
Base Year One Labor Categories	Gov't Site Std	OT	Contractor Site Std	OT
Administrative Specialist	\$39.30	\$58.96	\$45.01	\$67.52
Applications Programmer - Senior	\$67.96	\$101.94	\$77.83	\$116.74
Applications Programmer-Intermediate	\$55.31	\$82.97	\$63.33	\$95.00
Applications Programmer-Junior	\$45.16	\$67.73	\$51.72	\$77.57
Applications Systems Analyst/Programmer-Senior	\$86.48	\$129.72	\$99.03	\$148.55
Applications Systems Analyst/Programmer-Int.	\$63.67	\$95.51	\$72.92	\$109.39
Applications Systems Analyst / Programmer-Junior	\$50.68	\$76.01	\$58.04	\$87.06

Base Year One Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Applications Systems Analyst-Senior	\$63.32	\$94.99	\$72.52	\$108.78
Applications Systems Analyst-Intermediate	\$55.58	\$83.37	\$63.64	\$95.47
Applications Systems Analyst-Junior	\$42.93	\$64.40	\$49.16	\$73.74
Business Analyst-Senior	\$65.46	\$98.18	\$74.96	\$112.45
Business Analyst-Intermediate	\$48.99	\$73.48	\$56.09	\$84.14
Business Analyst-Junior	\$35.98	\$53.97	\$41.21	\$61.82
Business Process Consultant-Senior	\$126.56	\$189.83	\$144.93	\$217.40
Business Process Consultant-Intermediate	\$103.58	\$155.37	\$118.63	\$177.94
Business Process Consultant-Junior	\$84.60	\$126.91	\$96.89	\$145.34
Business Systems Analyst-Senior	\$74.81	\$112.21	\$85.68	\$128.51
Business Systems Analyst-Intermediate	\$60.56	\$90.85	\$69.36	\$104.04
Business Systems Analyst-Junior	\$42.75	\$64.12	\$48.96	\$73.43
Client/Server Database Analyst/Programmer-Senior	\$74.37	\$111.55	\$85.17	\$127.76
Client/Server Database Analyst/Programmer-Int.	\$62.35	\$93.52	\$71.40	\$107.10
Client/Server Database Analyst/Programmer-Junior	\$47.29	\$70.93	\$54.16	\$81.24
Cyber Security Analyst-Senior	\$114.89	\$172.33	\$131.57	\$197.36
Cyber Security Analyst-Intermediate	\$101.79	\$152.69	\$116.59	\$174.88
Cyber Security Analyst-Junior	\$78.64	\$117.96	\$90.06	\$135.09
Data Architect	\$94.85	\$142.28	\$108.62	\$162.94
Data Security Analyst-Senior	\$79.27	\$118.90	\$90.77	\$136.16
Data Security Analyst-Intermediate	\$62.35	\$93.52	\$71.40	\$107.10
Data Security Analyst-Junior	\$51.92	\$77.88	\$59.46	\$89.19
Data Warehousing Programmer-Senior	\$95.20	\$142.80	\$109.04	\$163.55
Data Warehousing Programmer-Intermediate	\$79.71	\$119.57	\$91.29	\$136.93
Data Warehousing Programmer-Junior	\$69.02	\$103.53	\$79.04	\$118.56
Database Administrator	\$87.55	\$131.33	\$100.26	\$150.39
Database Analyst / Programmer-Senior	\$80.15	\$120.23	\$91.79	\$137.69
Database Analyst / Programmer-Intermediate	\$65.99	\$98.99	\$75.58	\$113.37
Database Analyst / Programmer-Junior	\$49.87	\$74.81	\$57.11	\$85.67
Database Manager	\$94.22	\$141.34	\$107.91	\$161.87
Disaster Recovery Analyst	\$65.11	\$97.66	\$74.56	\$111.84
Documentation Specialist	\$46.31	\$69.46	\$53.03	\$79.55
End User Computing Specialist	\$48.80	\$73.20	\$55.90	\$83.85

Base Year One Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Enterprise Architect	\$123.70	\$185.55	\$141.68	\$212.51
Graphic Specialist	\$40.35	\$60.52	\$46.21	\$69.31
Help Desk Coordinator	\$54.41	\$81.62	\$62.32	\$93.47
Help Desk Support Service Specialist	\$44.00	\$66.00	\$50.39	\$75.58
Information Assurance Specialist-Senior	\$94.95	\$142.42	\$108.73	\$163.09
Information Assurance Specialist-Intermediate	\$82.56	\$123.85	\$94.55	\$141.83
Information Assurance Specialist-Junior	\$68.48	\$102.73	\$78.43	\$117.65
IS Administration and Planning Manager	\$112.22	\$168.33	\$128.51	\$192.77
IV&V Specialist-Senior	\$91.46	\$137.20	\$104.75	\$157.13
IV&V Specialist-Intermediate	\$78.37	\$117.56	\$89.75	\$134.63
IV&V Specialist-Junior	\$67.87	\$101.80	\$77.72	\$116.59
Network Engineer-Senior	\$86.39	\$129.58	\$98.93	\$148.40
Network Engineer-Intermediate	\$69.29	\$103.93	\$79.35	\$119.03
Network Engineer-Junior	\$56.02	\$84.03	\$64.16	\$96.24
Physical Security Specialist	\$40.98	\$61.48	\$46.93	\$70.39
Procurement Specialist-Senior	\$58.61	\$87.91	\$67.11	\$100.67
Procurement Specialist-Intermediate	\$52.46	\$78.69	\$60.08	\$90.12
Procurement Specialist-Junior	\$39.72	\$59.58	\$45.48	\$68.23
Project Control Specialist	\$71.70	\$107.55	\$82.10	\$123.15
Project Manager	\$105.01	\$157.51	\$120.25	\$180.38
QA Analyst-Senior	\$72.14	\$108.21	\$82.62	\$123.92
QA Analyst-Intermediate	\$59.23	\$88.84	\$67.83	\$101.74
QA Analyst-Junior	\$45.60	\$68.40	\$52.22	\$78.33
Software Architect	\$105.53	\$158.30	\$120.86	\$181.29
Software Systems Engineer-Senior	\$82.56	\$123.85	\$94.55	\$141.83
Software Systems Engineer-Intermediate	\$71.34	\$107.01	\$81.70	\$122.55
Software Systems Engineer-Junior	\$54.86	\$82.29	\$62.83	\$94.25
Subject Matter Expert-Senior	\$160.31	\$240.46	\$183.59	\$275.38
Subject Matter Expert-Intermediate	\$144.90	\$217.35	\$165.94	\$248.91
Subject Matter Expert-Junior	\$129.14	\$193.71	\$147.90	\$221.85
System Engineer-Senior	\$106.70	\$160.05	\$122.19	\$183.28
System Engineer-Intermediate	\$89.95	\$134.92	\$103.01	\$154.52

Base Year One Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
System Engineer-Junior	\$79.00	\$118.50	\$90.46	\$135.70
Telecom Technician	\$56.11	\$84.17	\$64.26	\$96.39
Telecommunication Engineer/Analyst-Senior	\$73.66	\$110.48	\$84.35	\$126.52
Telecommunication Engineer/Analyst-Intermediate	\$57.89	\$86.83	\$66.30	\$99.45
Telecommunication Engineer/Analyst-Junior	\$48.99	\$73.48	\$56.09	\$84.14
Training Specialist	\$62.90	\$94.35	\$72.04	\$108.06
Voice Communications Technician-Senior	\$60.91	\$91.37	\$69.76	\$104.64
Voice Communications Technician-Intermediate	\$52.02	\$78.02	\$59.56	\$89.35
Voice Communications Technician-Junior	\$45.60	\$68.40	\$52.22	\$78.33
Web Designer	\$54.68	\$82.02	\$62.62	\$93.94
Web Software Developer-Senior	\$66.80	\$100.19	\$76.50	\$114.75
Web Software Developer-Intermediate	\$57.89	\$86.83	\$66.30	\$99.45
Web Software Developer-Junior	\$50.32	\$75.47	\$57.63	\$86.44

Not-to-Exceed Fully Burdened ODC Pool: \$ 29,000,000.

Not-to-Exceed Total Labor Price – BASE YEAR 1 \$ 103,489,407

Base Year Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Administrative Specialist	\$40.48	\$60.73	\$46.36	\$69.54
Applications Programmer - Senior	\$70.00	\$105.00	\$80.16	\$120.24
Applications Programmer-Intermediate	\$56.97	\$85.46	\$65.23	\$97.85
Applications Programmer-Junior	\$46.51	\$69.76	\$53.27	\$79.90
Applications Systems Analyst/Programmer-Senior	\$89.07	\$133.61	\$102.01	\$153.01
Applications Systems Analyst/Programmer-Int.	\$65.58	\$98.38	\$75.11	\$112.67
Applications Systems Analyst / Programmer-Junior	\$52.20	\$78.29	\$59.78	\$89.67
Applications Systems Analyst-Senior	\$65.22	\$97.84	\$74.70	\$112.05
Applications Systems Analyst-Intermediate	\$57.25	\$85.87	\$65.55	\$98.33
Applications Systems Analyst-Junior	\$44.22	\$66.33	\$50.64	\$75.96
Business Analyst-Senior	\$67.42	\$101.13	\$77.21	\$115.82
Business Analyst-Intermediate	\$50.46	\$75.68	\$57.78	\$86.66
Business Analyst-Junior	\$37.06	\$55.59	\$42.45	\$63.67
Business Process Consultant-Senior	\$130.35	\$195.53	\$149.28	\$223.92
Business Process Consultant-Intermediate	\$106.68	\$160.03	\$122.18	\$183.28

Base Year Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Business Process Consultant-Junior	\$87.14	\$130.71	\$99.80	\$149.70
Business Systems Analyst-Senior	\$77.05	\$115.58	\$88.25	\$132.37
Business Systems Analyst-Intermediate	\$62.38	\$93.57	\$71.44	\$107.16
Business Systems Analyst-Junior	\$44.03	\$66.04	\$50.42	\$75.64
Client/Server Database Analyst/Programmer-Senior	\$76.60	\$114.90	\$87.73	\$131.59
Client/Server Database Analyst/Programmer-Int.	\$64.22	\$96.32	\$73.54	\$110.31
Client/Server Database Analyst/Programmer-Junior	\$48.71	\$73.06	\$55.78	\$83.67
Cyber Security Analyst-Senior	\$118.33	\$177.50	\$135.52	\$203.28
Cyber Security Analyst-Intermediate	\$104.85	\$157.27	\$120.08	\$180.12
Cyber Security Analyst-Junior	\$81.00	\$121.50	\$92.77	\$139.15
Data Architect	\$97.70	\$146.55	\$111.88	\$167.82
Data Security Analyst-Senior	\$81.65	\$122.47	\$93.50	\$140.25
Data Security Analyst-Intermediate	\$64.22	\$96.32	\$73.54	\$110.31
Data Security Analyst-Junior	\$53.48	\$80.22	\$61.25	\$91.87
Data Warehousing Programmer-Senior	\$98.06	\$147.09	\$112.31	\$168.46
Data Warehousing Programmer-Intermediate	\$82.10	\$123.15	\$94.03	\$141.04
Data Warehousing Programmer-Junior	\$71.09	\$106.64	\$81.41	\$122.12
Database Administrator	\$90.18	\$135.26	\$103.27	\$154.90
Database Analyst / Programmer-Senior	\$82.56	\$123.84	\$94.55	\$141.82
Database Analyst / Programmer-Intermediate	\$67.97	\$101.96	\$77.85	\$116.77
Database Analyst / Programmer-Junior	\$51.37	\$77.05	\$58.83	\$88.24
Database Manager	\$97.05	\$145.58	\$111.15	\$166.73
Disaster Recovery Analyst	\$67.06	\$100.59	\$76.80	\$115.20
Documentation Specialist	\$47.70	\$71.55	\$54.63	\$81.94
End User Computing Specialist	\$50.27	\$75.40	\$57.58	\$86.36
Enterprise Architect	\$127.41	\$191.12	\$145.93	\$218.89
Graphic Specialist	\$41.56	\$62.33	\$47.59	\$71.39
Help Desk Coordinator	\$56.05	\$84.07	\$64.18	\$96.28
Help Desk Support Service Specialist	\$45.32	\$67.98	\$51.90	\$77.85
Information Assurance Specialist-Senior	\$97.79	\$146.69	\$111.99	\$167.98
Information Assurance Specialist-Intermediate	\$85.04	\$127.56	\$97.39	\$146.09

Base Year Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Information Assurance Specialist-Junior	\$70.54	\$105.81	\$80.79	\$121.18
IS Administration and Planning Manager	\$115.59	\$173.38	\$132.37	\$198.55
IV&V Specialist-Senior	\$94.21	\$141.31	\$107.89	\$161.84
IV&V Specialist-Intermediate	\$80.72	\$121.09	\$92.45	\$138.67
IV&V Specialist-Junior	\$69.90	\$104.85	\$80.06	\$120.08
Network Engineer-Senior	\$88.98	\$133.47	\$101.90	\$152.85
Network Engineer-Intermediate	\$71.37	\$107.05	\$81.73	\$122.60
Network Engineer-Junior	\$57.70	\$86.55	\$66.08	\$99.13
Physical Security Specialist	\$42.21	\$63.32	\$48.33	\$72.50
Procurement Specialist-Senior	\$60.37	\$90.55	\$69.13	\$103.69
Procurement Specialist-Intermediate	\$54.03	\$81.05	\$61.88	\$92.82
Procurement Specialist-Junior	\$40.91	\$61.36	\$46.85	\$70.27
Project Control Specialist	\$73.85	\$110.77	\$84.56	\$126.85
Project Manager	\$108.16	\$162.24	\$123.86	\$185.79
QA Analyst-Senior	\$74.31	\$111.46	\$85.09	\$127.64
QA Analyst-Intermediate	\$61.00	\$91.50	\$69.86	\$104.79
QA Analyst-Junior	\$46.97	\$70.45	\$53.79	\$80.68
Software Architect	\$108.70	\$163.05	\$124.49	\$186.73
Software Systems Engineer-Senior	\$85.04	\$127.56	\$97.39	\$146.09
Software Systems Engineer-Intermediate	\$73.48	\$110.22	\$84.15	\$126.23
Software Systems Engineer-Junior	\$56.50	\$84.76	\$64.71	\$97.07
Subject Matter Expert-Senior	\$165.12	\$247.68	\$189.09	\$283.64
Subject Matter Expert-Intermediate	\$149.25	\$223.87	\$170.92	\$256.38
Subject Matter Expert-Junior	\$133.02	\$199.52	\$152.33	\$228.50
System Engineer-Senior	\$109.90	\$164.85	\$125.85	\$188.78
System Engineer-Intermediate	\$92.65	\$138.97	\$106.10	\$159.15
System Engineer-Junior	\$81.37	\$122.06	\$93.18	\$139.77
Telecom Technician	\$57.80	\$86.70	\$66.19	\$99.28
Telecommunication Engineer/Analyst-Senior	\$75.86	\$113.80	\$86.88	\$130.32
Telecommunication Engineer/Analyst-Intermediate	\$59.62	\$89.43	\$68.29	\$102.44
Telecommunication Engineer/Analyst-Junior	\$50.46	\$75.68	\$57.78	\$86.66
Training Specialist	\$64.79	\$97.18	\$74.20	\$111.30

Base Year Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Voice Communications Technician-Senior	\$62.74	\$94.11	\$71.85	\$107.78
Voice Communications Technician-Intermediate	\$53.58	\$80.36	\$61.35	\$92.03
Voice Communications Technician-Junior	\$46.97	\$70.45	\$53.79	\$80.68
Web Designer	\$56.32	\$84.48	\$64.50	\$96.75
Web Software Developer-Senior	\$68.80	\$103.20	\$78.79	\$118.19
Web Software Developer-Intermediate	\$59.62	\$89.43	\$68.29	\$102.44
Web Software Developer-Junior	\$51.82	\$77.74	\$59.36	\$89.04

Not-to-Exceed Fully Burdened ODC Pool: \$ 29,000,000.

Not-to-Exceed Total Labor Price – BASE YEAR 2 \$ 101,944,316

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b).] Payment of Overtime rates shall be in accordance with Clause H.17, and only when previously authorized in writing by the Contracting Officer (CO).

B.4 Ceiling Price of Contract

The Not-to-Exceed Ceiling Price of this contract is \$ 207,666,029, which is the maximum award value. This price includes the two-year Base Period and the 120-day phase in period.

B.5 Options To Extend the Term Of The Contract- Services (JUL 1991)

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

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

(c) The total duration of this contract including the exercise of all below stated options under this clause shall not exceed sixty-four (64) months. This includes the 4-month phase-in period, the 24-month base period, and the 36 months in three one-year option periods.

(d) Should the Government exercise any options hereunder, all contractual terms and conditions shall apply during the option(s) period. Further, the Contractor agrees to provide the following level-of-effort at the fixed rates per DPLH set forth below for the labor categories indicated:

(1) First Option Period

Option Period: 12 months

Total DPLH Proposed: 1,062,048

Option Period One Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Administrative Specialist	\$41.70	\$62.55	\$47.75	\$71.63
Applications Programmer - Senior	\$72.10	\$108.15	\$82.57	\$123.85
Applications Programmer-Intermediate	\$58.68	\$88.02	\$67.19	\$100.79
Applications Programmer-Junior	\$47.91	\$71.86	\$54.87	\$82.30
Applications Systems Analyst/Programmer-Senior	\$91.75	\$137.62	\$105.07	\$157.60
Applications Systems Analyst/Programmer-Int.	\$67.55	\$101.33	\$77.37	\$116.05
Applications Systems Analyst/Programmer-Junior	\$53.76	\$80.64	\$61.58	\$92.36
Applications Systems Analyst-Senior	\$67.18	\$100.77	\$76.94	\$115.41
Applications Systems Analyst-Intermediate	\$58.96	\$88.45	\$67.52	\$101.28
Applications Systems Analyst-Junior	\$45.54	\$68.32	\$52.16	\$78.23
Business Analyst-Senior	\$69.44	\$104.16	\$79.53	\$119.29
Business Analyst-Intermediate	\$51.97	\$77.96	\$59.51	\$89.26
Business Analyst-Junior	\$38.17	\$57.25	\$43.72	\$65.58
Business Process Consultant-Senior	\$134.26	\$201.40	\$153.76	\$230.64
Business Process Consultant-Intermediate	\$109.88	\$164.83	\$125.85	\$188.77
Business Process Consultant-Junior	\$89.76	\$134.63	\$102.79	\$154.19
Business Systems Analyst-Senior	\$79.36	\$119.05	\$90.89	\$136.34
Business Systems Analyst-Intermediate	\$64.25	\$96.38	\$73.58	\$110.38
Business Systems Analyst-Junior	\$45.35	\$68.02	\$51.94	\$77.91
Client/Server Database Analyst/Programmer-Senior	\$78.89	\$118.34	\$90.36	\$135.54
Client/Server Database Analyst/Programmer-Int.	\$66.14	\$99.21	\$75.75	\$113.62
Client/Server Database Analyst/Programmer-Junior	\$50.17	\$75.25	\$57.46	\$86.18
Cyber Security Analyst-Senior	\$121.88	\$182.82	\$139.58	\$209.38
Cyber Security Analyst-Intermediate	\$107.99	\$161.99	\$123.69	\$185.53
Cyber Security Analyst-Junior	\$83.43	\$125.14	\$95.55	\$143.32
Data Architect	\$100.63	\$150.94	\$115.24	\$172.86
Data Security Analyst-Senior	\$84.10	\$126.14	\$96.30	\$144.45
Data Security Analyst-Intermediate	\$66.14	\$99.21	\$75.75	\$113.62
Data Security Analyst-Junior	\$55.08	\$82.63	\$63.08	\$94.62
Data Warehousing Programmer-Senior	\$101.00	\$151.50	\$115.68	\$173.51

Option Period One Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Data Warehousing Programmer-Intermediate	\$84.57	\$126.85	\$96.85	\$145.27
Data Warehousing Programmer-Junior	\$73.22	\$109.84	\$83.86	\$125.78
Database Administrator	\$92.88	\$139.32	\$106.37	\$159.55
Database Analyst / Programmer-Senior	\$85.04	\$127.55	\$97.38	\$146.08
Database Analyst / Programmer-Intermediate	\$70.01	\$105.02	\$80.18	\$120.28
Database Analyst / Programmer-Junior	\$52.91	\$79.36	\$60.59	\$90.89
Database Manager	\$99.96	\$149.94	\$114.49	\$171.73
Disaster Recovery Analyst	\$69.07	\$103.61	\$79.10	\$118.65
Documentation Specialist	\$49.13	\$73.69	\$56.26	\$84.40
End User Computing Specialist	\$51.77	\$77.66	\$59.30	\$88.95
Enterprise Architect	\$131.24	\$196.85	\$150.30	\$225.46
Graphic Specialist	\$42.80	\$64.20	\$49.02	\$73.53
Help Desk Coordinator	\$57.73	\$86.59	\$66.11	\$99.16
Help Desk Support Service Specialist	\$46.68	\$70.02	\$53.46	\$80.18
Information Assurance Specialist-Senior	\$100.73	\$151.09	\$115.35	\$173.02
Information Assurance Specialist-Intermediate	\$87.59	\$131.39	\$100.31	\$150.47
Information Assurance Specialist-Junior	\$72.66	\$108.98	\$83.21	\$124.82
IS Administration and Planning Manager	\$119.05	\$178.58	\$136.34	\$204.51
IV&V Specialist-Senior	\$97.03	\$145.55	\$111.13	\$166.70
IV&V Specialist-Intermediate	\$83.15	\$124.72	\$95.22	\$142.83
IV&V Specialist-Junior	\$72.00	\$108.00	\$82.46	\$123.69
Network Engineer-Senior	\$91.65	\$137.47	\$104.96	\$157.43
Network Engineer-Intermediate	\$73.51	\$110.26	\$84.18	\$126.28
Network Engineer-Junior	\$59.43	\$89.15	\$68.07	\$102.10
Physical Security Specialist	\$43.48	\$65.22	\$49.78	\$74.68
Procurement Specialist-Senior	\$62.18	\$93.26	\$71.20	\$106.80
Procurement Specialist-Intermediate	\$55.65	\$83.48	\$63.74	\$95.61
Procurement Specialist-Junior	\$42.14	\$63.20	\$48.25	\$72.38
Project Control Specialist	\$76.06	\$114.10	\$87.10	\$130.65
Project Manager	\$111.40	\$167.11	\$127.58	\$191.36

Option Period One Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
QA Analyst-Senior	\$76.53	\$114.80	\$87.65	\$131.47
QA Analyst-Intermediate	\$62.83	\$94.25	\$71.96	\$107.93
QA Analyst-Junior	\$48.38	\$72.56	\$55.40	\$83.10
Software Architect	\$111.96	\$167.94	\$128.22	\$192.33
Software Systems Engineer-Senior	\$87.59	\$131.39	\$100.31	\$150.47
Software Systems Engineer-Intermediate	\$75.68	\$113.52	\$86.68	\$130.01
Software Systems Engineer-Junior	\$58.20	\$87.30	\$66.66	\$99.98
Subject Matter Expert-Senior	\$170.07	\$255.11	\$194.77	\$292.15
Subject Matter Expert-Intermediate	\$153.72	\$230.59	\$176.05	\$264.07
Subject Matter Expert-Junior	\$137.01	\$205.51	\$156.90	\$235.36
System Engineer-Senior	\$113.20	\$169.79	\$129.63	\$194.45
System Engineer-Intermediate	\$95.43	\$143.14	\$109.28	\$163.93
System Engineer-Junior	\$83.81	\$125.72	\$95.97	\$143.96
Telecom Technician	\$59.53	\$89.30	\$68.18	\$102.26
Telecommunication Engineer/Analyst-Senior	\$78.14	\$117.21	\$89.48	\$134.23
Telecommunication Engineer/Analyst-Intermediate	\$61.41	\$92.12	\$70.34	\$105.51
Telecommunication Engineer/Analyst-Junior	\$51.97	\$77.96	\$59.51	\$89.26
Training Specialist	\$66.73	\$100.10	\$76.43	\$114.64
Voice Communications Technician-Senior	\$64.62	\$96.94	\$74.01	\$111.02
Voice Communications Technician-Intermediate	\$55.18	\$82.77	\$63.19	\$94.79
Voice Communications Technician-Junior	\$48.38	\$72.56	\$55.40	\$83.10
Web Designer	\$58.01	\$87.02	\$66.44	\$99.66
Web Software Developer-Senior	\$70.86	\$106.30	\$81.16	\$121.74
Web Software Developer-Intermediate	\$61.41	\$92.12	\$70.34	\$105.51
Web Software Developer-Junior	\$53.38	\$80.07	\$61.14	\$91.71

Not-to-Exceed Fully Burdened ODC Pool: \$ 29,000,000.

Not-to-Exceed Total Price – OPTION PERIOD 1: \$ 99,803,943

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b).] Payment of Overtime rates shall be in accordance with Clause H.17, and only when previously authorized in writing by the Contracting Officer (CO).

(2) Second Option Period

Option Period: 12 months
 Total DPLH Proposed: 1,062,048

Option Period Two Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Administrative Specialist	\$42.95	\$64.42	\$49.18	\$73.78
Applications Programmer - Senior	\$74.26	\$111.39	\$85.04	\$127.57
Applications Programmer-Intermediate	\$60.44	\$90.66	\$69.21	\$103.81
Applications Programmer-Junior	\$49.34	\$74.01	\$56.51	\$84.77
Applications Systems Analyst/Programmer-Senior	\$94.50	\$141.75	\$108.22	\$162.33
Applications Systems Analyst/Programmer-Int.	\$69.58	\$104.37	\$79.69	\$119.53
Applications Systems Analyst/Programmer-Junior	\$55.38	\$83.06	\$63.42	\$95.13
Applications Systems Analyst-Senior	\$69.20	\$103.79	\$79.25	\$118.87
Applications Systems Analyst-Intermediate	\$60.73	\$91.10	\$69.55	\$104.32
Applications Systems Analyst-Junior	\$46.91	\$70.37	\$53.72	\$80.58
Business Analyst-Senior	\$71.53	\$107.29	\$81.91	\$122.87
Business Analyst-Intermediate	\$53.53	\$80.29	\$61.30	\$91.94
Business Analyst-Junior	\$39.31	\$58.97	\$45.03	\$67.55
Business Process Consultant-Senior	\$138.29	\$207.44	\$158.37	\$237.56
Business Process Consultant-Intermediate	\$113.18	\$169.77	\$129.62	\$194.44
Business Process Consultant-Junior	\$92.45	\$138.67	\$105.88	\$158.81
Business Systems Analyst-Senior	\$81.75	\$122.62	\$93.62	\$140.43
Business Systems Analyst-Intermediate	\$66.18	\$99.27	\$75.79	\$113.69
Business Systems Analyst-Junior	\$46.71	\$70.06	\$53.50	\$80.24
Client/Server Database Analyst/Programmer-Senior	\$81.26	\$121.89	\$93.07	\$139.60
Client/Server Database Analyst/Programmer-Int.	\$68.13	\$102.19	\$78.02	\$117.03
Client/Server Database Analyst/Programmer-Junior	\$51.67	\$77.51	\$59.18	\$88.77
Cyber Security Analyst-Senior	\$125.54	\$188.31	\$143.77	\$215.66
Cyber Security Analyst-Intermediate	\$111.23	\$166.85	\$127.40	\$191.09
Cyber Security Analyst-Junior	\$85.93	\$128.90	\$98.41	\$147.62
Data Architect	\$103.65	\$155.47	\$118.70	\$178.04
Data Security Analyst-Senior	\$86.62	\$129.93	\$99.19	\$148.79
Data Security Analyst-Intermediate	\$68.13	\$102.19	\$78.02	\$117.03
Data Security Analyst-Junior	\$56.74	\$85.11	\$64.98	\$97.46

Option Period Two Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Option Period Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Data Warehousing Programmer-Senior	\$104.03	\$156.05	\$119.15	\$178.72
Data Warehousing Programmer-Intermediate	\$87.10	\$130.65	\$99.75	\$149.63
Data Warehousing Programmer-Junior	\$75.42	\$113.13	\$86.37	\$129.56
Database Administrator	\$95.67	\$143.50	\$109.56	\$164.34
Database Analyst / Programmer-Senior	\$87.59	\$131.38	\$100.31	\$150.46
Database Analyst / Programmer-Intermediate	\$72.11	\$108.17	\$82.59	\$123.88
Database Analyst / Programmer-Junior	\$54.50	\$81.75	\$62.41	\$93.61
Database Manager	\$102.96	\$154.44	\$117.92	\$176.88
Disaster Recovery Analyst	\$71.14	\$106.72	\$81.48	\$122.21
Documentation Specialist	\$50.60	\$75.90	\$57.95	\$86.93
End User Computing Specialist	\$53.33	\$79.99	\$61.08	\$91.62
Enterprise Architect	\$135.17	\$202.76	\$154.81	\$232.22
Graphic Specialist	\$44.09	\$66.13	\$50.49	\$75.74
Help Desk Coordinator	\$59.46	\$89.19	\$68.09	\$102.14
Help Desk Support Service Specialist	\$48.08	\$72.12	\$55.06	\$82.59
Information Assurance Specialist-Senior	\$103.75	\$155.62	\$118.81	\$178.21
Information Assurance Specialist-Intermediate	\$90.22	\$135.33	\$103.32	\$154.98
Information Assurance Specialist-Junior	\$74.84	\$112.25	\$85.71	\$128.56
IS Administration and Planning Manager	\$122.62	\$183.94	\$140.43	\$210.64
IV&V Specialist-Senior	\$99.95	\$149.92	\$114.46	\$171.70
IV&V Specialist-Intermediate	\$85.64	\$128.46	\$98.08	\$147.12
IV&V Specialist-Junior	\$74.16	\$111.24	\$84.93	\$127.40
Network Engineer-Senior	\$94.40	\$141.59	\$108.11	\$162.16
Network Engineer-Intermediate	\$75.71	\$113.57	\$86.71	\$130.06
Network Engineer-Junior	\$61.22	\$91.82	\$70.11	\$105.16
Physical Security Specialist	\$44.78	\$67.18	\$51.28	\$76.92

Option Period Two Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Option Period Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Procurement Specialist-Senior	\$64.04	\$96.06	\$73.34	\$110.01
Procurement Specialist-Intermediate	\$57.32	\$85.98	\$65.65	\$98.48
Procurement Specialist-Junior	\$43.40	\$65.10	\$49.70	\$74.55
Project Control Specialist	\$78.35	\$117.52	\$89.71	\$134.57
Project Manager	\$114.75	\$172.12	\$131.40	\$197.10
QA Analyst-Senior	\$78.83	\$118.25	\$90.28	\$135.42
QA Analyst-Intermediate	\$64.72	\$97.08	\$74.11	\$111.17
QA Analyst-Junior	\$49.83	\$74.74	\$57.06	\$85.59
Software Architect	\$115.32	\$172.98	\$132.07	\$198.10
Software Systems Engineer-Senior	\$90.22	\$135.33	\$103.32	\$154.98
Software Systems Engineer-Intermediate	\$77.95	\$116.93	\$89.28	\$133.91
Software Systems Engineer-Junior	\$59.94	\$89.92	\$68.66	\$102.98
Subject Matter Expert-Senior	\$175.17	\$262.76	\$200.61	\$300.92
Subject Matter Expert-Intermediate	\$158.34	\$237.50	\$181.33	\$272.00
Subject Matter Expert-Junior	\$141.12	\$211.67	\$161.61	\$242.42
System Engineer-Senior	\$116.59	\$174.89	\$133.52	\$200.28
System Engineer-Intermediate	\$98.29	\$147.44	\$112.56	\$168.84
System Engineer-Junior	\$86.33	\$129.49	\$98.85	\$148.28
Telecom Technician	\$61.32	\$91.98	\$70.22	\$105.33
Telecommunication Engineer/Analyst-Senior	\$80.49	\$120.73	\$92.17	\$138.25
Telecommunication Engineer/Analyst-Intermediate	\$63.25	\$94.88	\$72.45	\$108.67
Telecommunication Engineer/Analyst-Junior	\$53.53	\$80.29	\$61.30	\$91.94
Training Specialist	\$68.73	\$103.10	\$78.72	\$118.08
Voice Communications Technician-Senior	\$66.56	\$99.84	\$76.23	\$114.35
Voice Communications Technician-Intermediate	\$56.84	\$85.26	\$65.09	\$97.63
Voice Communications Technician-Junior	\$49.83	\$74.74	\$57.06	\$85.59
Web Designer	\$59.75	\$89.63	\$68.43	\$102.65

Option Period Two Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Option Period Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Web Software Developer-Senior	\$72.99	\$109.48	\$83.59	\$125.39
Web Software Developer-Intermediate	\$63.25	\$94.88	\$72.45	\$108.67
Web Software Developer-Junior	\$54.98	\$82.47	\$62.97	\$94.46

Not-to-Exceed Fully Burdened ODC Pool: \$ 29,000,000.

Not-to-Exceed Total Labor Price – OPTION PERIOD 2 \$ 101,928,061

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b).] Payment of Overtime rates shall be in accordance with Clause H.17, and only when previously authorized in writing by the Contracting Officer (CO).

(3) Third Option Period

Option Period: 12 months

Total DPLH Proposed: 1,062,048

Option Period Three Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Administrative Specialist	\$44.24	\$66.36	\$50.66	\$75.99
Applications Programmer - Senior	\$76.49	\$114.73	\$87.59	\$131.39
Applications Programmer-Intermediate	\$62.25	\$93.38	\$71.28	\$106.93
Applications Programmer-Junior	\$50.82	\$76.23	\$58.21	\$87.31
Applications Systems Analyst/Programmer-Senior	\$97.33	\$146.00	\$111.46	\$167.20
Applications Systems Analyst/Programmer-Int.	\$71.67	\$107.50	\$82.08	\$123.11
Applications Systems Analyst/Programmer-Junior	\$57.04	\$85.55	\$65.33	\$97.99
Applications Systems Analyst-Senior	\$71.27	\$106.91	\$81.62	\$122.44
Applications Systems Analyst-Intermediate	\$62.55	\$93.83	\$71.63	\$107.45
Applications Systems Analyst-Junior	\$48.32	\$72.48	\$55.33	\$83.00
Business Analyst-Senior	\$73.67	\$110.51	\$84.37	\$126.56
Business Analyst-Intermediate	\$55.14	\$82.70	\$63.13	\$94.70
Business Analyst-Junior	\$40.49	\$60.74	\$46.38	\$69.57
Business Process Consultant-Senior	\$142.44	\$213.66	\$163.12	\$244.68
Business Process Consultant-Intermediate	\$116.58	\$174.86	\$133.51	\$200.27
Business Process Consultant-Junior	\$95.22	\$142.83	\$109.05	\$163.58
Business Systems Analyst-Senior	\$84.20	\$126.30	\$96.43	\$144.64
Business Systems Analyst-Intermediate	\$68.17	\$102.25	\$78.07	\$117.10

Option Period Three Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Business Systems Analyst-Junior	\$48.11	\$72.16	\$55.10	\$82.65
Client/Server Database Analyst/Programmer-Senior	\$83.70	\$125.55	\$95.86	\$143.79
Client/Server Database Analyst/Programmer-Int.	\$70.17	\$105.26	\$80.36	\$120.54
Client/Server Database Analyst/Programmer-Junior	\$53.22	\$79.83	\$60.95	\$91.43
Cyber Security Analyst-Senior	\$129.31	\$193.96	\$148.09	\$222.13
Cyber Security Analyst-Intermediate	\$114.57	\$171.86	\$131.22	\$196.83
Cyber Security Analyst-Junior	\$88.51	\$132.77	\$101.37	\$152.05
Data Architect	\$106.76	\$160.14	\$122.26	\$183.39
Data Security Analyst-Senior	\$89.22	\$133.83	\$102.17	\$153.25
Data Security Analyst-Intermediate	\$70.17	\$105.26	\$80.36	\$120.54
Data Security Analyst-Junior	\$58.44	\$87.66	\$66.92	\$100.39
Data Warehousing Programmer-Senior	\$107.15	\$160.73	\$122.72	\$184.08
Data Warehousing Programmer-Intermediate	\$89.72	\$134.57	\$102.75	\$154.12
Data Warehousing Programmer-Junior	\$77.68	\$116.52	\$88.96	\$133.44
Database Administrator	\$98.54	\$147.81	\$112.84	\$169.27
Database Analyst / Programmer-Senior	\$90.21	\$135.32	\$103.31	\$154.97
Database Analyst / Programmer-Intermediate	\$74.27	\$111.41	\$85.07	\$127.60
Database Analyst / Programmer-Junior	\$56.13	\$84.20	\$64.28	\$96.42
Database Manager	\$106.05	\$159.08	\$121.46	\$182.19
Disaster Recovery Analyst	\$73.28	\$109.92	\$83.92	\$125.88
Documentation Specialist	\$52.12	\$78.18	\$59.69	\$89.54
End User Computing Specialist	\$54.93	\$82.39	\$62.91	\$94.37
Enterprise Architect	\$139.23	\$208.84	\$159.46	\$239.19
Graphic Specialist	\$45.41	\$68.11	\$52.01	\$78.01
Help Desk Coordinator	\$61.24	\$91.87	\$70.14	\$105.20
Help Desk Support Service Specialist	\$49.52	\$74.29	\$56.71	\$85.07
Information Assurance Specialist-Senior	\$106.86	\$160.29	\$122.37	\$183.56
Information Assurance Specialist-Intermediate	\$92.93	\$139.39	\$106.42	\$159.63
Information Assurance Specialist-Junior	\$77.08	\$115.62	\$88.28	\$132.42
IS Administration and Planning Manager	\$126.30	\$189.45	\$144.64	\$216.96

Option Period Three Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
IV&V Specialist-Senior	\$102.94	\$154.42	\$117.90	\$176.85
IV&V Specialist-Intermediate	\$88.21	\$132.31	\$101.02	\$151.53
IV&V Specialist-Junior	\$76.38	\$114.58	\$87.48	\$131.22
Network Engineer-Senior	\$97.23	\$145.84	\$111.35	\$167.02
Network Engineer-Intermediate	\$77.98	\$116.98	\$89.31	\$133.97
Network Engineer-Junior	\$63.05	\$94.58	\$72.21	\$108.32
Physical Security Specialist	\$46.13	\$69.19	\$52.82	\$79.22
Procurement Specialist-Senior	\$65.96	\$98.94	\$75.54	\$113.31
Procurement Specialist-Intermediate	\$59.04	\$88.56	\$67.62	\$101.43
Procurement Specialist-Junior	\$44.70	\$67.05	\$51.19	\$76.79
Project Control Specialist	\$80.70	\$121.05	\$92.41	\$138.61
Project Manager	\$118.19	\$177.28	\$135.35	\$203.02
QA Analyst-Senior	\$81.20	\$121.79	\$92.99	\$139.48
QA Analyst-Intermediate	\$66.66	\$99.99	\$76.34	\$114.51
QA Analyst-Junior	\$51.32	\$76.98	\$58.78	\$88.16
Software Architect	\$118.78	\$178.17	\$136.03	\$204.04
Software Systems Engineer-Senior	\$92.93	\$139.39	\$106.42	\$159.63
Software Systems Engineer-Intermediate	\$80.29	\$120.44	\$91.95	\$137.93
Software Systems Engineer-Junior	\$61.74	\$92.61	\$70.72	\$106.07
Subject Matter Expert-Senior	\$180.43	\$270.64	\$206.63	\$309.94
Subject Matter Expert-Intermediate	\$163.09	\$244.63	\$186.77	\$280.16
Subject Matter Expert-Junior	\$145.35	\$218.02	\$166.46	\$249.69
System Engineer-Senior	\$120.09	\$180.13	\$137.52	\$206.29
System Engineer-Intermediate	\$101.24	\$151.86	\$115.94	\$173.91
System Engineer-Junior	\$88.92	\$133.37	\$101.82	\$152.73
Telecom Technician	\$63.16	\$94.74	\$72.33	\$108.49
Telecommunication Engineer/Analyst-Senior	\$82.90	\$124.35	\$94.93	\$142.40
Telecommunication Engineer/Analyst-Intermediate	\$65.15	\$97.73	\$74.62	\$111.93
Telecommunication Engineer/Analyst-Junior	\$55.14	\$82.70	\$63.13	\$94.70
Training Specialist	\$70.80	\$106.20	\$81.08	\$121.62
Voice Communications Technician-Senior	\$68.56	\$102.84	\$78.52	\$117.78
Voice Communications Technician-Intermediate	\$58.54	\$87.82	\$67.04	\$100.56
Voice Communications Technician-Junior	\$51.32	\$76.98	\$58.78	\$88.16

Option Period Three Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Web Designer	\$61.55	\$92.32	\$70.48	\$105.73
Web Software Developer-Senior	\$75.18	\$112.77	\$86.10	\$129.15
Web Software Developer-Intermediate	\$65.15	\$97.73	\$74.62	\$111.93
Web Software Developer-Junior	\$56.63	\$84.95	\$64.86	\$97.29

Not-to-Exceed Fully Burdened ODC Pool: \$ 29,000,000.

Not-to-Exceed Total Labor Price – OPTION PERIOD 3 \$ 104,115,903 .

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b).] Payment of Overtime rates shall be in accordance with Clause H.17, and only when previously authorized in writing by the Contracting Officer (CO).

B.7 52.217-8 Option to Extend Services. (NOV 1999)

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

B.8 Award Term Incentive

1. The award term incentive affords the Contractor an opportunity to earn additional performance periods commensurate with the achievement of consistent excellent performance in the accomplishment of contract or letter of obligation goals and objectives. The basic period of performance for this contract or letter of obligation consists of a four-month phase-in period, a two-year base period, with three one-year option periods. However, based on an assessment of the Contractor’s performance against the criteria identified below, the Contractor may earn additional term, in six month increments, not to exceed a total of two award term years. The labor rates and associated award term ceiling price are contained in the contract or letter of obligation schedule at the time of award.

2. Notwithstanding any other provision stated below, award term provisions will not become effective if any of the three option periods are not exercised or any increment of award term is not earned by the Contractor, since the contract or letter of obligation terminates by operation of law. Furthermore, the provision of award term earned by the Contractor is contingent upon a unilateral decision by the Contracting Officer that there is a continuing need for the requirements of the Performance Work Statement (PWS) and the availability of funds.

3. The Government will evaluate the Contractor’s performance in accordance with the Schedule in Clause H.34, Contractor Performance Evaluation. An overall adjectival rating of “Very

Good” or “Excellent” is required to earn an award term period. Previously earned award term will not be awarded if at any point the Contractor’s performance is rated less than “Very Good”.

4. An award term assessment will be provided to the Contractor in writing from the Headquarters Contracting Officer (HQ CO), who with the HQ Contracting Officer’s Representative (HQ COR) is responsible for the award term decision. The HQ COR will make the recommendation to the HQ CO. The award term will subsequently be exercised and added to the contract or letter of obligation by unilateral modification, in accordance with the following schedule.

(a) The first assessment will be conducted within forty-five days after the completion of the Base Period. Award of the first award term will be based on the Contractor’s performance during the Base Period of the contract or letter of obligation. However, the first six month award term, if earned, will commence only after the period of performance for the Base Period and all three Option Periods has ended.

(b) The second assessment will be conducted within forty-five days after completion of the First Option Period. Award of the second award term will be based on the Contractor’s performance during the First Option Period. The second six month award term, if earned, will commence after the first award term has ended.

(c) The third assessment will be conducted within forty-five days after completion of the Second Option Period. Award of the third award term will be based on the Contractor’s performance during the Second Option Period. The third six month award term, if earned, will commence after the second award term has ended.

(d) The fourth assessment will be conducted within forty-five days after completion of the Third Option Period. Award of the fourth award term will be based on the Contractor’s performance during the Third Option Period. The fourth six month award term, if earned, will commence after the third award term period has ended.

5. Following each evaluation period, the Contractor may provide a self-assessment to the HQ COR, with a copy to the HQ CO, not later than fifteen working days after the end of the stated performance period. This written assessment of the Contractor’s performance throughout the evaluation period may also contain any information that could be reasonably expected to assist in evaluating its performance.

6. The Contractor’s performance will be assessed against the requirements identified in the PWS and QASP for each of the four functional areas.

(a) Award Term 1

Option Period: 6 months

Total DPLH Proposed: 531,024

Award Term One Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Administrative Specialist	\$45.57	\$68.35	\$52.18	\$78.27
Applications Programmer - Senior	\$78.78	\$118.18	\$90.22	\$135.33

Award Term One Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Applications Programmer-Intermediate	\$64.12	\$96.18	\$73.42	\$110.13
Applications Programmer-Junior	\$52.35	\$78.52	\$59.95	\$89.93
Applications Systems Analyst/Programmer-Senior	\$100.25	\$150.38	\$114.81	\$172.21
Applications Systems Analyst/Programmer-Int.	\$73.82	\$110.72	\$84.54	\$126.81
Applications Systems Analyst/Programmer-Junior	\$58.75	\$88.12	\$67.28	\$100.93
Applications Systems Analyst-Senior	\$73.41	\$110.12	\$84.07	\$126.11
Applications Systems Analyst-Intermediate	\$64.43	\$96.65	\$73.78	\$110.67
Applications Systems Analyst-Junior	\$49.77	\$74.65	\$56.99	\$85.49
Business Analyst-Senior	\$75.88	\$113.82	\$86.90	\$130.35
Business Analyst-Intermediate	\$56.79	\$85.18	\$65.03	\$97.54
Business Analyst-Junior	\$41.71	\$62.56	\$47.77	\$71.66
Business Process Consultant-Senior	\$146.71	\$220.07	\$168.02	\$252.02
Business Process Consultant-Intermediate	\$120.07	\$180.11	\$137.52	\$206.28
Business Process Consultant-Junior	\$98.08	\$147.12	\$112.32	\$168.49
Business Systems Analyst-Senior	\$86.72	\$130.09	\$99.32	\$148.98
Business Systems Analyst-Intermediate	\$70.21	\$105.32	\$80.41	\$120.61
Business Systems Analyst-Junior	\$49.55	\$74.33	\$56.75	\$85.13
Client/Server Database Analyst/Programmer-Senior	\$86.21	\$129.32	\$98.74	\$148.10
Client/Server Database Analyst/Programmer-Int.	\$72.28	\$108.41	\$82.77	\$124.16
Client/Server Database Analyst/Programmer-Junior	\$54.82	\$82.23	\$62.78	\$94.17
Cyber Security Analyst-Senior	\$133.18	\$199.78	\$152.53	\$228.79
Cyber Security Analyst-Intermediate	\$118.01	\$177.01	\$135.15	\$202.73
Cyber Security Analyst-Junior	\$91.17	\$136.75	\$104.41	\$156.61
Data Architect	\$109.96	\$164.94	\$125.92	\$188.89
Data Security Analyst-Senior	\$91.89	\$137.84	\$105.23	\$157.85
Data Security Analyst-Intermediate	\$72.28	\$108.41	\$82.77	\$124.16
Data Security Analyst-Junior	\$60.19	\$90.29	\$68.93	\$103.40
Data Warehousing Programmer-Senior	\$110.37	\$165.55	\$126.40	\$189.60
Data Warehousing Programmer-Intermediate	\$92.41	\$138.61	\$105.83	\$158.74
Data Warehousing Programmer-Junior	\$80.01	\$120.02	\$91.63	\$137.45
Database Administrator	\$101.49	\$152.24	\$116.23	\$174.34
Database Analyst / Programmer-Senior	\$92.92	\$139.38	\$106.41	\$159.62
Database Analyst / Programmer-Intermediate	\$76.50	\$114.75	\$87.62	\$131.43
Database Analyst / Programmer-Junior	\$57.82	\$86.72	\$66.21	\$99.32

Award Term One Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Database Manager	\$109.23	\$163.85	\$125.10	\$187.65
Disaster Recovery Analyst	\$75.48	\$113.21	\$86.44	\$129.66
Documentation Specialist	\$53.68	\$80.53	\$61.48	\$92.22
End User Computing Specialist	\$56.57	\$84.86	\$64.80	\$97.20
Enterprise Architect	\$143.41	\$215.11	\$164.24	\$246.36
Graphic Specialist	\$46.77	\$70.16	\$53.57	\$80.35
Help Desk Coordinator	\$63.08	\$94.62	\$72.24	\$108.36
Help Desk Support Service Specialist	\$51.01	\$76.51	\$58.41	\$87.62
Information Assurance Specialist-Senior	\$110.07	\$165.10	\$126.04	\$189.07
Information Assurance Specialist-Intermediate	\$95.72	\$143.57	\$109.61	\$164.42
Information Assurance Specialist-Junior	\$79.39	\$119.09	\$90.93	\$136.39
IS Administration and Planning Manager	\$130.09	\$195.14	\$148.98	\$223.47
IV&V Specialist-Senior	\$106.03	\$159.05	\$121.44	\$182.15
IV&V Specialist-Intermediate	\$90.86	\$136.28	\$104.05	\$156.07
IV&V Specialist-Junior	\$78.68	\$118.01	\$90.10	\$135.15
Network Engineer-Senior	\$100.15	\$150.22	\$114.69	\$172.03
Network Engineer-Intermediate	\$80.32	\$120.49	\$91.99	\$137.98
Network Engineer-Junior	\$64.94	\$97.42	\$74.38	\$111.57
Physical Security Specialist	\$47.51	\$71.27	\$54.40	\$81.60
Procurement Specialist-Senior	\$67.94	\$101.91	\$77.80	\$116.71
Procurement Specialist-Intermediate	\$60.81	\$91.22	\$69.65	\$104.47
Procurement Specialist-Junior	\$46.04	\$69.06	\$52.73	\$79.09
Project Control Specialist	\$83.12	\$124.68	\$95.18	\$142.77
Project Manager	\$121.73	\$182.60	\$139.41	\$209.11
QA Analyst-Senior	\$83.63	\$125.45	\$95.77	\$143.66
QA Analyst-Intermediate	\$68.66	\$102.99	\$78.63	\$117.94
QA Analyst-Junior	\$52.86	\$79.29	\$60.54	\$90.81
Software Architect	\$122.34	\$183.51	\$140.11	\$210.17
Software Systems Engineer-Senior	\$95.72	\$143.57	\$109.61	\$164.42
Software Systems Engineer-Intermediate	\$82.70	\$124.05	\$94.71	\$142.07

Award Term One Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Software Systems Engineer-Junior	\$63.60	\$95.39	\$72.84	\$109.26
Subject Matter Expert-Senior	\$185.84	\$278.76	\$212.83	\$319.24
Subject Matter Expert-Intermediate	\$167.98	\$251.97	\$192.37	\$288.56
Subject Matter Expert-Junior	\$149.71	\$224.57	\$171.45	\$257.18
System Engineer-Senior	\$123.69	\$185.54	\$141.65	\$212.48
System Engineer-Intermediate	\$104.28	\$156.41	\$119.42	\$179.13
System Engineer-Junior	\$91.58	\$137.38	\$104.87	\$157.31
Telecom Technician	\$65.05	\$97.58	\$74.50	\$111.75
Telecommunication Engineer/Analyst-Senior	\$85.39	\$128.08	\$97.78	\$146.67
Telecommunication Engineer/Analyst-Intermediate	\$67.11	\$100.66	\$76.86	\$115.29
Telecommunication Engineer/Analyst-Junior	\$56.79	\$85.18	\$65.03	\$97.54
Training Specialist	\$72.92	\$109.38	\$83.51	\$125.27
Voice Communications Technician-Senior	\$70.62	\$105.92	\$80.87	\$121.31
Voice Communications Technician-Intermediate	\$60.30	\$90.45	\$69.05	\$103.58
Voice Communications Technician-Junior	\$52.86	\$79.29	\$60.54	\$90.81
Web Designer	\$63.39	\$95.09	\$72.60	\$108.90
Web Software Developer-Senior	\$77.43	\$116.15	\$88.68	\$133.02
Web Software Developer-Intermediate	\$67.11	\$100.66	\$76.86	\$115.29
Web Software Developer-Junior	\$58.33	\$87.49	\$66.81	\$100.21

Not-to-Exceed Fully Burdened ODC Pool: \$14,500,000.

Not-to-Exceed Total Labor Price – AWARD TERM 1 \$ 53,184,690.

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b).] Payment of Overtime rates shall be in accordance with Clause H.17, and only when previously authorized in writing by the Contracting Officer (CO).

(b) Award Term 2

Option Period: 6 months

Total DPLH Proposed: 531,024

Award Term Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Administrative Specialist	\$45.57	\$68.35	\$52.18	\$78.27
Applications Programmer - Senior	\$78.78	\$118.18	\$90.22	\$135.33

Award Term Two Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Award Term Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Applications Programmer-Intermediate	\$64.12	\$96.18	\$73.42	\$110.13
Applications Programmer-Junior	\$52.35	\$78.52	\$59.95	\$89.93
Applications Systems Analyst/Programmer-Senior	\$100.25	\$150.38	\$114.81	\$172.21
Applications Systems Analyst/Programmer-Int.	\$73.82	\$110.72	\$84.54	\$126.81
Applications Systems Analyst/Programmer-Junior	\$58.75	\$88.12	\$67.28	\$100.93
Applications Systems Analyst-Senior	\$73.41	\$110.12	\$84.07	\$126.11
Applications Systems Analyst-Intermediate	\$64.43	\$96.65	\$73.78	\$110.67
Applications Systems Analyst-Junior	\$49.77	\$74.65	\$56.99	\$85.49
Business Analyst-Senior	\$75.88	\$113.82	\$86.90	\$130.35
Business Analyst-Intermediate	\$56.79	\$85.18	\$65.03	\$97.54
Business Analyst-Junior	\$41.71	\$62.56	\$47.77	\$71.66
Business Process Consultant-Senior	\$146.71	\$220.07	\$168.02	\$252.02
Business Process Consultant-Intermediate	\$120.07	\$180.11	\$137.52	\$206.28
Business Process Consultant-Junior	\$98.08	\$147.12	\$112.32	\$168.49
Business Systems Analyst-Senior	\$86.72	\$130.09	\$99.32	\$148.98
Business Systems Analyst-Intermediate	\$70.21	\$105.32	\$80.41	\$120.61
Business Systems Analyst-Junior	\$49.55	\$74.33	\$56.75	\$85.13
Client/Server Database Analyst/Programmer-Senior	\$86.21	\$129.32	\$98.74	\$148.10
Client/Server Database Analyst/Programmer-Int.	\$72.28	\$108.41	\$82.77	\$124.16
Client/Server Database Analyst/Programmer-Junior	\$54.82	\$82.23	\$62.78	\$94.17
Cyber Security Analyst-Senior	\$133.18	\$199.78	\$152.53	\$228.79
Cyber Security Analyst-Intermediate	\$118.01	\$177.01	\$135.15	\$202.73
Cyber Security Analyst-Junior	\$91.17	\$136.75	\$104.41	\$156.61
Data Architect	\$109.96	\$164.94	\$125.92	\$188.89
Data Security Analyst-Senior	\$91.89	\$137.84	\$105.23	\$157.85
Data Security Analyst-Intermediate	\$72.28	\$108.41	\$82.77	\$124.16
Data Security Analyst-Junior	\$60.19	\$90.29	\$68.93	\$103.40
Data Warehousing Programmer-Senior	\$110.37	\$165.55	\$126.40	\$189.60
Data Warehousing Programmer-Intermediate	\$92.41	\$138.61	\$105.83	\$158.74
Data Warehousing Programmer-Junior	\$80.01	\$120.02	\$91.63	\$137.45

Award Term Two Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Award Term Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Database Administrator	\$101.49	\$152.24	\$116.23	\$174.34
Database Analyst / Programmer-Senior	\$92.92	\$139.38	\$106.41	\$159.62
Database Analyst / Programmer-Intermediate	\$76.50	\$114.75	\$87.62	\$131.43
Database Analyst / Programmer-Junior	\$57.82	\$86.72	\$66.21	\$99.32
Database Manager	\$109.23	\$163.85	\$125.10	\$187.65
Disaster Recovery Analyst	\$75.48	\$113.21	\$86.44	\$129.66
Documentation Specialist	\$53.68	\$80.53	\$61.48	\$92.22
End User Computing Specialist	\$56.57	\$84.86	\$64.80	\$97.20
Enterprise Architect	\$143.41	\$215.11	\$164.24	\$246.36
Graphic Specialist	\$46.77	\$70.16	\$53.57	\$80.35
Help Desk Coordinator	\$63.08	\$94.62	\$72.24	\$108.36
Help Desk Support Service Specialist	\$51.01	\$76.51	\$58.41	\$87.62
Information Assurance Specialist-Senior	\$110.07	\$165.10	\$126.04	\$189.07
Information Assurance Specialist-Intermediate	\$95.72	\$143.57	\$109.61	\$164.42
Information Assurance Specialist-Junior	\$79.39	\$119.09	\$90.93	\$136.39
IS Administration and Planning Manager	\$130.09	\$195.14	\$148.98	\$223.47
IV&V Specialist-Senior	\$106.03	\$159.05	\$121.44	\$182.15
IV&V Specialist-Intermediate	\$90.86	\$136.28	\$104.05	\$156.07
IV&V Specialist-Junior	\$78.68	\$118.01	\$90.10	\$135.15
Network Engineer-Senior	\$100.15	\$150.22	\$114.69	\$172.03
Network Engineer-Intermediate	\$80.32	\$120.49	\$91.99	\$137.98
Network Engineer-Junior	\$64.94	\$97.42	\$74.38	\$111.57
Physical Security Specialist	\$47.51	\$71.27	\$54.40	\$81.60
Procurement Specialist-Senior	\$67.94	\$101.91	\$77.80	\$116.71
Procurement Specialist-Intermediate	\$60.81	\$91.22	\$69.65	\$104.47
Procurement Specialist-Junior	\$46.04	\$69.06	\$52.73	\$79.09

Award Term Two Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Award Term Two Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Project Control Specialist	\$83.12	\$124.68	\$95.18	\$142.77
Project Manager	\$121.73	\$182.60	\$139.41	\$209.11
QA Analyst-Senior	\$83.63	\$125.45	\$95.77	\$143.66
QA Analyst-Intermediate	\$68.66	\$102.99	\$78.63	\$117.94
QA Analyst-Junior	\$52.86	\$79.29	\$60.54	\$90.81
Software Architect	\$122.34	\$183.51	\$140.11	\$210.17
Software Systems Engineer-Senior	\$95.72	\$143.57	\$109.61	\$164.42
Software Systems Engineer-Intermediate	\$82.70	\$124.05	\$94.71	\$142.07
Software Systems Engineer-Junior	\$63.60	\$95.39	\$72.84	\$109.26
Subject Matter Expert-Senior	\$185.84	\$278.76	\$212.83	\$319.24
Subject Matter Expert-Intermediate	\$167.98	\$251.97	\$192.37	\$288.56
Subject Matter Expert-Junior	\$149.71	\$224.57	\$171.45	\$257.18
System Engineer-Senior	\$123.69	\$185.54	\$141.65	\$212.48
System Engineer-Intermediate	\$104.28	\$156.41	\$119.42	\$179.13
System Engineer-Junior	\$91.58	\$137.38	\$104.87	\$157.31
Telecom Technician	\$65.05	\$97.58	\$74.50	\$111.75
Telecommunication Engineer/Analyst-Senior	\$85.39	\$128.08	\$97.78	\$146.67
Telecommunication Engineer/Analyst-Intermediate	\$67.11	\$100.66	\$76.86	\$115.29
Telecommunication Engineer/Analyst-Junior	\$56.79	\$85.18	\$65.03	\$97.54
Training Specialist	\$72.92	\$109.38	\$83.51	\$125.27
Voice Communications Technician-Senior	\$70.62	\$105.92	\$80.87	\$121.31
Voice Communications Technician-Intermediate	\$60.30	\$90.45	\$69.05	\$103.58
Voice Communications Technician-Junior	\$52.86	\$79.29	\$60.54	\$90.81
Web Designer	\$63.39	\$95.09	\$72.60	\$108.90
Web Software Developer-Senior	\$77.43	\$116.15	\$88.68	\$133.02
Web Software Developer-Intermediate	\$67.11	\$100.66	\$76.86	\$115.29
Web Software Developer-Junior	\$58.33	\$87.49	\$66.81	\$100.21

Not-to-Exceed Fully Burdened ODC Pool: \$ 14,500,000.

Not-to-Exceed Total Labor Price – AWARD TERM 2 \$ 53,184,690

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b).] Payment of Overtime rates shall be in accordance with Clause H.17, and only when previously authorized in writing by the Contracting Officer (CO).

(c) Award Term 3

Option Period: 6 months

Total DPLH Proposed: 531,024

Award Term Three Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Administrative Specialist	\$46.93	\$70.40	\$53.75	\$80.62
Applications Programmer - Senior	\$81.15	\$121.72	\$92.93	\$139.39
Applications Programmer-Intermediate	\$66.04	\$99.07	\$75.62	\$113.44
Applications Programmer-Junior	\$53.92	\$80.88	\$61.75	\$92.63
Applications Systems Analyst/Programmer-Senior	\$103.26	\$154.89	\$118.25	\$177.38
Applications Systems Analyst/Programmer-Int.	\$76.03	\$114.05	\$87.08	\$130.61
Applications Systems Analyst/Programmer-Junior	\$60.51	\$90.76	\$69.30	\$103.96
Applications Systems Analyst-Senior	\$75.61	\$113.42	\$86.60	\$129.89
Applications Systems Analyst-Intermediate	\$66.36	\$99.55	\$75.99	\$113.99
Applications Systems Analyst-Junior	\$51.26	\$76.89	\$58.70	\$88.05
Business Analyst-Senior	\$78.16	\$117.24	\$89.51	\$134.27
Business Analyst-Intermediate	\$58.49	\$87.74	\$66.98	\$100.47
Business Analyst-Junior	\$42.96	\$64.44	\$49.21	\$73.81
Business Process Consultant-Senior	\$151.11	\$226.67	\$173.06	\$259.58
Business Process Consultant-Intermediate	\$123.68	\$185.51	\$141.64	\$212.47
Business Process Consultant-Junior	\$101.02	\$151.53	\$115.69	\$173.54
Business Systems Analyst-Senior	\$89.33	\$133.99	\$102.30	\$153.45
Business Systems Analyst-Intermediate	\$72.32	\$108.47	\$82.82	\$124.23
Business Systems Analyst-Junior	\$51.04	\$76.56	\$58.46	\$87.68
Client/Server Database Analyst/Programmer-Senior	\$88.80	\$133.20	\$101.70	\$152.55
Client/Server Database Analyst/Programmer-Int.	\$74.44	\$111.67	\$85.25	\$127.88
Client/Server Database Analyst/Programmer-Junior	\$56.46	\$84.70	\$64.67	\$97.00
Cyber Security Analyst-Senior	\$137.18	\$205.77	\$157.10	\$235.66
Cyber Security Analyst-Intermediate	\$121.55	\$182.32	\$139.21	\$208.81
Cyber Security Analyst-Junior	\$93.90	\$140.85	\$107.54	\$161.31

Award Term Three Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Data Architect	\$113.26	\$169.89	\$129.70	\$194.55
Data Security Analyst-Senior	\$94.65	\$141.98	\$108.39	\$162.58
Data Security Analyst-Intermediate	\$74.44	\$111.67	\$85.25	\$127.88
Data Security Analyst-Junior	\$62.00	\$93.00	\$71.00	\$106.50
Data Warehousing Programmer-Senior	\$113.68	\$170.52	\$130.19	\$195.29
Data Warehousing Programmer-Intermediate	\$95.18	\$142.77	\$109.00	\$163.51
Data Warehousing Programmer-Junior	\$82.41	\$123.62	\$94.38	\$141.57
Database Administrator	\$104.54	\$156.81	\$119.72	\$179.57
Database Analyst / Programmer-Senior	\$95.71	\$143.56	\$109.61	\$164.41
Database Analyst / Programmer-Intermediate	\$78.80	\$118.20	\$90.25	\$135.37
Database Analyst / Programmer-Junior	\$59.55	\$89.33	\$68.20	\$102.29
Database Manager	\$112.51	\$168.76	\$128.85	\$193.28
Disaster Recovery Analyst	\$77.74	\$116.61	\$89.03	\$133.55
Documentation Specialist	\$55.30	\$82.94	\$63.33	\$94.99
End User Computing Specialist	\$58.27	\$87.41	\$66.75	\$100.12
Enterprise Architect	\$147.71	\$221.56	\$169.17	\$253.75
Graphic Specialist	\$48.17	\$72.26	\$55.17	\$82.76
Help Desk Coordinator	\$64.97	\$97.46	\$74.41	\$111.61
Help Desk Support Service Specialist	\$52.54	\$78.81	\$60.17	\$90.25
Information Assurance Specialist-Senior	\$113.37	\$170.05	\$129.83	\$194.74
Information Assurance Specialist-Intermediate	\$98.59	\$147.88	\$112.90	\$169.35
Information Assurance Specialist-Junior	\$81.77	\$122.66	\$93.65	\$140.48
IS Administration and Planning Manager	\$133.99	\$200.99	\$153.45	\$230.18
IV&V Specialist-Senior	\$109.21	\$163.82	\$125.08	\$187.62
IV&V Specialist-Intermediate	\$93.58	\$140.37	\$107.17	\$160.76
IV&V Specialist-Junior	\$81.04	\$121.55	\$92.81	\$139.21
Network Engineer-Senior	\$103.15	\$154.72	\$118.13	\$177.19
Network Engineer-Intermediate	\$82.73	\$124.10	\$94.75	\$142.12
Network Engineer-Junior	\$66.89	\$100.34	\$76.61	\$114.91
Physical Security Specialist	\$48.94	\$73.41	\$56.03	\$84.05

Award Term Three Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Procurement Specialist-Senior	\$69.98	\$104.97	\$80.14	\$120.21
Procurement Specialist-Intermediate	\$62.64	\$93.96	\$71.74	\$107.61
Procurement Specialist-Junior	\$47.42	\$71.14	\$54.31	\$81.47
Project Control Specialist	\$85.61	\$128.42	\$98.03	\$147.05
Project Manager	\$125.39	\$188.08	\$143.59	\$215.38
QA Analyst-Senior	\$86.14	\$129.21	\$98.65	\$147.97
QA Analyst-Intermediate	\$70.72	\$106.08	\$80.99	\$121.48
QA Analyst-Junior	\$54.45	\$81.67	\$62.35	\$93.53
Software Architect	\$126.01	\$189.02	\$144.31	\$216.47
Software Systems Engineer-Senior	\$98.59	\$147.88	\$112.90	\$169.35
Software Systems Engineer-Intermediate	\$85.18	\$127.77	\$97.55	\$146.33
Software Systems Engineer-Junior	\$65.50	\$98.25	\$75.02	\$112.53
Subject Matter Expert-Senior	\$191.42	\$287.13	\$219.21	\$328.82
Subject Matter Expert-Intermediate	\$173.02	\$259.53	\$198.14	\$297.22
Subject Matter Expert-Junior	\$154.20	\$231.30	\$176.60	\$264.90
System Engineer-Senior	\$127.40	\$191.10	\$145.90	\$218.85
System Engineer-Intermediate	\$107.40	\$161.11	\$123.00	\$184.50
System Engineer-Junior	\$94.33	\$141.50	\$108.02	\$162.03
Telecom Technician	\$67.00	\$100.51	\$76.73	\$115.10
Telecommunication Engineer/Analyst-Senior	\$87.95	\$131.92	\$100.71	\$151.07
Telecommunication Engineer/Analyst-Intermediate	\$69.12	\$103.68	\$79.17	\$118.75
Telecommunication Engineer/Analyst-Junior	\$58.49	\$87.74	\$66.98	\$100.47
Training Specialist	\$75.11	\$112.66	\$86.02	\$129.03
Voice Communications Technician-Senior	\$72.73	\$109.10	\$83.30	\$124.95
Voice Communications Technician-Intermediate	\$62.11	\$93.16	\$71.12	\$106.69
Voice Communications Technician-Junior	\$54.45	\$81.67	\$62.35	\$93.53
Web Designer	\$65.29	\$97.94	\$74.78	\$112.16
Web Software Developer-Senior	\$79.76	\$119.64	\$91.34	\$137.01
Web Software Developer-Intermediate	\$69.12	\$103.68	\$79.17	\$118.75
Web Software Developer-Junior	\$60.08	\$90.12	\$68.81	\$103.22

Not-to-Exceed Fully Burdened ODC Pool: \$ 14,500,000.

Not-to-Exceed Total Labor Price – AWARD TERM 3 \$54,345,231 .

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b).] Payment of Overtime rates shall be in accordance with Clause H.17, and only when previously authorized in writing by the Contracting Officer (CO).

(d) Award Term 4

Option Period: 6 months

Total DPLH Proposed: 531,024

Award Term Four Labor Categories	Gov't Site		Contractor Site	
	Std	OT	Std	OT
Administrative Specialist	\$46.93	\$70.40	\$53.75	\$80.62
Applications Programmer - Senior	\$81.15	\$121.72	\$92.93	\$139.39
Applications Programmer-Intermediate	\$66.04	\$99.07	\$75.62	\$113.44
Applications Programmer-Junior	\$53.92	\$80.88	\$61.75	\$92.63
Applications Systems Analyst/Programmer-Senior	\$103.26	\$154.89	\$118.25	\$177.38
Applications Systems Analyst/Programmer-Int.	\$76.03	\$114.05	\$87.08	\$130.61
Applications Systems Analyst/Programmer-Junior	\$60.51	\$90.76	\$69.30	\$103.96
Applications Systems Analyst-Senior	\$75.61	\$113.42	\$86.60	\$129.89
Applications Systems Analyst-Intermediate	\$66.36	\$99.55	\$75.99	\$113.99
Applications Systems Analyst-Junior	\$51.26	\$76.89	\$58.70	\$88.05
Business Analyst-Senior	\$78.16	\$117.24	\$89.51	\$134.27
Business Analyst-Intermediate	\$58.49	\$87.74	\$66.98	\$100.47
Business Analyst-Junior	\$42.96	\$64.44	\$49.21	\$73.81
Business Process Consultant-Senior	\$151.11	\$226.67	\$173.06	\$259.58
Business Process Consultant-Intermediate	\$123.68	\$185.51	\$141.64	\$212.47
Business Process Consultant-Junior	\$101.02	\$151.53	\$115.69	\$173.54
Business Systems Analyst-Senior	\$89.33	\$133.99	\$102.30	\$153.45
Business Systems Analyst-Intermediate	\$72.32	\$108.47	\$82.82	\$124.23
Business Systems Analyst-Junior	\$51.04	\$76.56	\$58.46	\$87.68
Client/Server Database Analyst/Programmer-Senior	\$88.80	\$133.20	\$101.70	\$152.55
Client/Server Database Analyst/Programmer-Int.	\$74.44	\$111.67	\$85.25	\$127.88
Client/Server Database Analyst/Programmer-Junior	\$56.46	\$84.70	\$64.67	\$97.00
Cyber Security Analyst-Senior	\$137.18	\$205.77	\$157.10	\$235.66
Cyber Security Analyst-Intermediate	\$121.55	\$182.32	\$139.21	\$208.81
Cyber Security Analyst-Junior	\$93.90	\$140.85	\$107.54	\$161.31
Data Architect	\$113.26	\$169.89	\$129.70	\$194.55
Data Security Analyst-Senior	\$94.65	\$141.98	\$108.39	\$162.58

Award Term Four Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Data Security Analyst-Intermediate	\$74.44	\$111.67	\$85.25	\$127.88
Data Security Analyst-Junior	\$62.00	\$93.00	\$71.00	\$106.50
Data Warehousing Programmer-Senior	\$113.68	\$170.52	\$130.19	\$195.29
Data Warehousing Programmer-Intermediate	\$95.18	\$142.77	\$109.00	\$163.51
Data Warehousing Programmer-Junior	\$82.41	\$123.62	\$94.38	\$141.57
Database Administrator	\$104.54	\$156.81	\$119.72	\$179.57
Database Analyst / Programmer-Senior	\$95.71	\$143.56	\$109.61	\$164.41
Database Analyst / Programmer-Intermediate	\$78.80	\$118.20	\$90.25	\$135.37
Database Analyst / Programmer-Junior	\$59.55	\$89.33	\$68.20	\$102.29
Database Manager	\$112.51	\$168.76	\$128.85	\$193.28
Disaster Recovery Analyst	\$77.74	\$116.61	\$89.03	\$133.55
Documentation Specialist	\$55.30	\$82.94	\$63.33	\$94.99
End User Computing Specialist	\$58.27	\$87.41	\$66.75	\$100.12
Enterprise Architect	\$147.71	\$221.56	\$169.17	\$253.75
Graphic Specialist	\$48.17	\$72.26	\$55.17	\$82.76
Help Desk Coordinator	\$64.97	\$97.46	\$74.41	\$111.61
Help Desk Support Service Specialist	\$52.54	\$78.81	\$60.17	\$90.25
Information Assurance Specialist-Senior	\$113.37	\$170.05	\$129.83	\$194.74
Information Assurance Specialist-Intermediate	\$98.59	\$147.88	\$112.90	\$169.35
Information Assurance Specialist-Junior	\$81.77	\$122.66	\$93.65	\$140.48
IS Administration and Planning Manager	\$133.99	\$200.99	\$153.45	\$230.18
IV&V Specialist-Senior	\$109.21	\$163.82	\$125.08	\$187.62
IV&V Specialist-Intermediate	\$93.58	\$140.37	\$107.17	\$160.76
IV&V Specialist-Junior	\$81.04	\$121.55	\$92.81	\$139.21
Network Engineer-Senior	\$103.15	\$154.72	\$118.13	\$177.19
Network Engineer-Intermediate	\$82.73	\$124.10	\$94.75	\$142.12
Network Engineer-Junior	\$66.89	\$100.34	\$76.61	\$114.91
Physical Security Specialist	\$48.94	\$73.41	\$56.03	\$84.05
Procurement Specialist-Senior	\$69.98	\$104.97	\$80.14	\$120.21
Procurement Specialist-Intermediate	\$62.64	\$93.96	\$71.74	\$107.61
Procurement Specialist-Junior	\$47.42	\$71.14	\$54.31	\$81.47

Award Term Four Labor Categories	Gov't Std	Site OT	Contractor Std	Site OT
Project Control Specialist	\$85.61	\$128.42	\$98.03	\$147.05
Project Manager	\$125.39	\$188.08	\$143.59	\$215.38
QA Analyst-Senior	\$86.14	\$129.21	\$98.65	\$147.97
QA Analyst-Intermediate	\$70.72	\$106.08	\$80.99	\$121.48
QA Analyst-Junior	\$54.45	\$81.67	\$62.35	\$93.53
Software Architect	\$126.01	\$189.02	\$144.31	\$216.47
Software Systems Engineer-Senior	\$98.59	\$147.88	\$112.90	\$169.35
Software Systems Engineer-Intermediate	\$85.18	\$127.77	\$97.55	\$146.33
Software Systems Engineer-Junior	\$65.50	\$98.25	\$75.02	\$112.53
Subject Matter Expert-Senior	\$191.42	\$287.13	\$219.21	\$328.82
Subject Matter Expert-Intermediate	\$173.02	\$259.53	\$198.14	\$297.22
Subject Matter Expert-Junior	\$154.20	\$231.30	\$176.60	\$264.90
System Engineer-Senior	\$127.40	\$191.10	\$145.90	\$218.85
System Engineer-Intermediate	\$107.40	\$161.11	\$123.00	\$184.50
System Engineer-Junior	\$94.33	\$141.50	\$108.02	\$162.03
Telecom Technician	\$67.00	\$100.51	\$76.73	\$115.10
Telecommunication Engineer/Analyst-Senior	\$87.95	\$131.92	\$100.71	\$151.07
Telecommunication Engineer/Analyst-Intermediate	\$69.12	\$103.68	\$79.17	\$118.75
Telecommunication Engineer/Analyst-Junior	\$58.49	\$87.74	\$66.98	\$100.47
Training Specialist	\$75.11	\$112.66	\$86.02	\$129.03
Voice Communications Technician-Senior	\$72.73	\$109.10	\$83.30	\$124.95
Voice Communications Technician-Intermediate	\$62.11	\$93.16	\$71.12	\$106.69
Voice Communications Technician-Junior	\$54.45	\$81.67	\$62.35	\$93.53
Web Designer	\$65.29	\$97.94	\$74.78	\$112.16
Web Software Developer-Senior	\$79.76	\$119.64	\$91.34	\$137.01
Web Software Developer-Intermediate	\$69.12	\$103.68	\$79.17	\$118.75
Web Software Developer-Junior	\$60.08	\$90.12	\$68.81	\$103.22

Not-to-Exceed Fully Burdened ODC Pool: \$ 14,500,000.

Not-to-Exceed Total Labor Price – AWARD TERM 4 \$ 54,345,231.

The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. [See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b).] Payment of Overtime rates shall be in accordance with Clause H.17, and only

when previously authorized in writing by the Contracting Officer (CO).

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 Performance Work Statement

1. INTRODUCTION

1.1 Overview

This document is a Performance Work Statement (PWS) for a performance-based support services contract. The purpose of this PWS is to describe the performance objectives for Information Technology (IT) services for the Department of Energy (DOE) at multiple DOE sites nationwide. All functions and activities will be task driven, and all work performed must be in accordance with all applicable regulations and guidelines as set forth in *Appendix B: Technical Library* or as instructed by the Contracting Officer's Representative (COR).

For purposes of this document, the term "Service Provider (SP)" refers to either the Government or private sector organization that will serve as the integrator to develop, assemble, and execute a comprehensive solution to the complex IT requirements outlined in this PWS. This document contains information available at the time of publication relating to administrative and technical responsibilities, performance requirements, and workload estimates for DOE IT services.

The SP shall exercise management and operational control over and retain full responsibility for performance requirements set forth in this PWS. Offerors are encouraged to incorporate process improvements and industry best practices in their proposals. The SP may introduce new technologies and processes in partnership with customers in order to deliver the best value products or services. The scope of this PWS includes the workload and efforts of both Federal employees and IT support contractors currently performing the respective requirements across multiple locations. For the purpose of this solicitation, Offerors should bid to the entire workload included in *Technical Exhibit (TE) 3-1: Historical Workload Estimates*. The SP will not assume full responsibility for all workload upon Contract award. The SP will assume responsibility of requirements currently performed by other IT support contractors on a phased-in basis, to be determined at the task order level by the COR.

1.2. Background

The President's Management Agenda (PMA), issued in the summer of 2001, establishes an aggressive strategy for improving the management practices of the Federal Government. The PMA focuses on five initiatives that present a substantial opportunity for improvement across the Federal Government. One of these initiatives is to establish and sustain Competitive Sourcing Initiatives for Defense and Civilian Agencies.

The Competitive Sourcing Initiative requires Federal Agencies to subject Commercial Activities (CA) performed by Federal employees to competition with the private sector. This process determines whether it is more efficient and cost effective to have the commercial activities performed by Federal employees or by a private sector contractor. In order to comply with Office of Management and Budget (OMB) Circular A-76, DOE must compete a portion of its commercial activities from the Federal Activities Inventory Reform (FAIR) Act inventory. As a result, DOE is conducting a Competitive Sourcing Study of the IT function across the agency.

1.2.1 History

The Government has long been involved in the energy needs of the nation from the establishment of alternating current as the standard for electricity production, transmission, and use in the U.S., through a century of vast energy (and often labor) related projects including the

Hoover Dam, the Tennessee Valley Authority, and others. The nuclear and defense origins of DOE can be traced to the Manhattan Project and the development of the atomic bomb during World War II. In 1942, the U.S. Army Corps of Engineers established the Manhattan Engineer District, which later became the Atomic Energy Commission.

The extended energy crisis of the 1970s pointed out to the nation the ineffectiveness of the many energy and nuclear related Government agencies in dealing with their problems systematically. Public demand prompted the decision to unify the nation's planning, research, and policy development into a single organization to deal with energy, including all aspects of the energy released from the nucleus of atoms. The resulting DOE Organization Act brought the Federal Government's agencies and programs into a single agency and abolished the Atomic Energy Commission. On October 1, 1977, DOE assumed the responsibilities of the Federal Energy Administration, the Energy Research and Development Administration, the Federal Power Commission, and parts and programs of several other agencies.

Nationwide, DOE employs approximately 14,500 Federal and 100,000 private sector contractor employees at complexes that consist of Headquarters (HQ) and Field Organizations, National Laboratories, nuclear weapons production plants, Power Marketing Administrations, and special-purpose offices at over 50 major installations in 35 states.

For more information on DOE, see the DOE Website @ <http://www.energy.gov/>

1.2.2 DOE Mission Statement

DOE's overarching mission is to advance the national, economic, and energy security of the United States; to promote scientific and technological innovation in support of that mission; and to ensure the environmental cleanup of the national nuclear weapons complex. The Department has four strategic goals aimed at achieving the mission.

- **Defense:** To protect our national security by applying advanced science and nuclear technology to the Nation's defense
- **Energy:** To protect our national and economic security by promoting a diverse supply of reliable, affordable, and environmentally sound energy
- **Science:** To protect our national and economic security by providing world-class scientific research capacity and advancing scientific knowledge
- **Environment:** To protect the environment by providing a responsible resolution to the environmental legacy of the Cold War and by providing for the permanent disposal of the Nation's high-level radioactive waste

1.2.3 Office of Chief Information Officer Mission Statement

The Office of the Chief Information Officer (OCIO):

- Provides advice and assistance to the Secretary of Energy and other senior managers to ensure that information technology is acquired and information resources are managed in a manner that implements the policies and procedures of legislation, including the Paperwork Reduction Act and the Clinger-Cohen Act; and the priorities established by the Secretary
- Coordinates and articulates a shared vision and corporate perspective among the Department's information activities and champions Departmental initiatives to effectively manage information and to provide for corporate systems that add value to the businesses of the Department

- Ensures that information created and collected by the Department is provided to appropriate internal and external customers and stakeholders in a timely, cost-effective and efficient manner

1.2.4 Concept of Operations

The Concept of Operations (ConOps) for DOE is a single integrated IT infrastructure for the Department. This ConOps is an opportunity to reduce DOE's operational costs and increase security. This model is common practice in both private industry and in agencies across the federal government. In this context, the DOE infrastructure generally incorporates utility-like functions that are similar across all components. Standardizing and consolidating like functions to achieve efficiencies is at the core of both OMB and DOE-sponsored e-Government initiatives. The scope of this PWS addresses the full range of services that support a single integrated infrastructure. The study does not address corporate business systems like I-MANAGE or mission specific systems that ride over the infrastructure. Management of corporate business and mission-specific systems will remain with the Program Offices.

1.3 Document Layout

The following indicates the structure of the PWS.

1.3.1 PWS Structure

This PWS is structured according to sections and relevant TEs and Appendices as follows:

1. Introduction
2. Scope of Work
 - TE 2-1: Mission Statements by Organization
 - TE 2-2: Users by Program/Staff Office
 - TE 2-3: Users by Physical Location
3. Performance Objectives and Measures
 - TE 3-1: Historical Workload Estimates
 - TE 3-2: Performance Requirements Summary
 - TE 3-3: IT Infrastructure
 - TE 3-4: SP Supported Equipment
 - TE 3-5: SP Supported Software and Applications
 - TE 5-1: Security Clearance Requirements
 - TE 6-1: Government Furnished Facilities
 - TE 6-2: Government Furnished Equipment

Appendix A: Definitions and Acronyms

Appendix B: Technical Library (Regulations/Directives)

1.3.2 Technical Exhibits

Technical Exhibits are used to provide supplementary information and can be in the form of tables, graphs, maps, etc. Technical Exhibits provided in this PWS may be referenced from any section, and are identified by the letters "TE" followed by a space, the related section number, a dash, and sequence number of the individual TE from that section (e.g., TE 3-1). To enhance readability, TEs are referenced by italics, followed by a colon, and the name of the TE (e.g., *TE 3-1: Historical Workload Estimates*).

2. SCOPE OF WORK

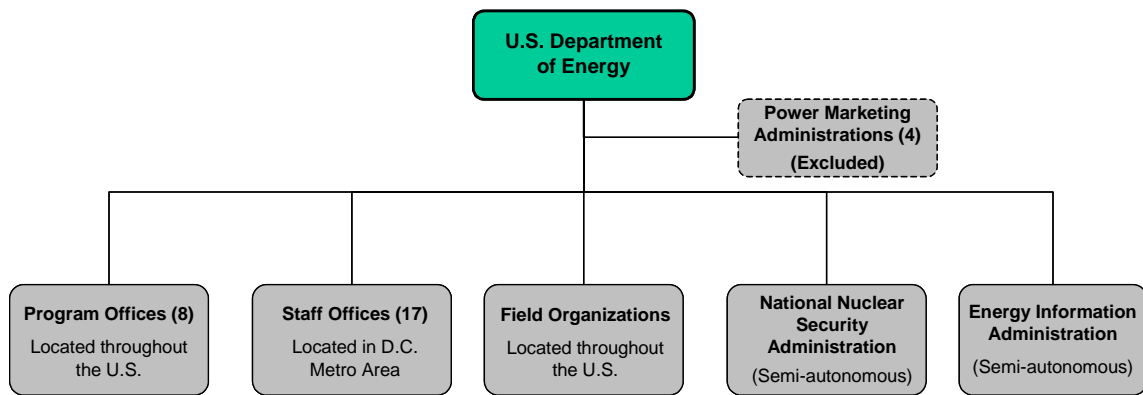
2.1 Work Description

Information Technology is broadly defined as computing, telecommunications, and information services. The SP shall support DOE's objectives in the following four major functional areas, which are detailed in *Section 3: Performance Objectives and Measures*.

- **Information Technology Management** – Activities related to management support of IT related policy development, strategic planning, enterprise architecture, capital planning and investment control, resource management, procurement actions, and special projects
- **Systems Development and Engineering** – Activities pertaining to software development support for all existing, planned, and future DOE IT systems. Typical duties include capturing user and business owner requirements; coordinating with appropriate Departmental personnel regarding enterprise architecture; identifying functional, security, and performance requirements; developing logical and physical database models; performing coding, testing, quality assurance, design, and program documentation; implementation; and maintaining interoperability between future and existing hardware and software applications. Software applications include, but are not limited to, web applications, Commercial-Off-The-Shelf (COTS) integration, Government-Off-The-Shelf (GOTS) integration, and custom applications development
- **Operations Support** - Activities related to planning and implementing telecommunications and information technology infrastructures; network administration which includes network access and security; server management; emergency preparedness planning; IT disaster recovery planning and execution; IT inventory control; audio, video, and web conferencing; application system administration; user support; workstation management; IT training and education; wireless services; and voice and data services
- **Cyber Security** - Activities related to the secure transmission and storage of electronic information, drafting cyber security policy and procedures, providing user awareness training, risk management, and internal and/or external auditing. Further cyber security activities pertain to selecting and supporting the use of electronic security hardware and software tools and mechanisms including, but not limited to, encryption devices, access control, user identification and authentication, and malicious content detection

2.2 Organizational Landscape

DOE carries out its mission through eight (8) Program Offices, one (1) semi-autonomous Agency, one (1) semi-autonomous Program Office and four (4) Power Marketing Administrations. Field Organizations located throughout the United States execute DOE's specific mission tasks. Seventeen (17) Staff Offices provide support to the Program Offices. The following diagram provides a high-level depiction of DOE's organizational structure. Detailed mission statements for each Program Office, Staff Office, and Field Organization and the semi-autonomous Agency are provided in *TE 2-1: Mission Statements by Organization*.



2.2.1 Program Offices

A Program Office is responsible for executing program management functions, and for assisting and supporting Field Organizations in safety and health, administrative, management, and technical areas. The Program Offices also identify, develop, and direct various policies and programs to accomplish DOE's mission. The eight (8) major Program Offices are as follows:

- Civilian Radioactive Waste Management (RW)
- Energy Efficiency and Renewable Energy (EE)
- Environment, Safety and Health (EH)
- Environmental Management (EM)
- Fossil Energy (FE)
- Nuclear Energy, Science, and Technology (NE)
- Science (SC)
- Worker and Community Transition (WT)

For individual missions and more information on these Program Offices, see *TE 2-1: Mission Statements by Organization* and *TE 2-2: Users by Program/Staff Office*. Most Program Offices maintain workforces in both Washington, DC metropolitan area HQ Offices as well as in Field Organizations throughout the United States. Some Program Offices have personnel in several different locations, whereas others maintain staff in only one location.

2.2.2 Staff Offices

The 17 Staff Offices of DOE are administrative in nature and support the mission-related Program Offices. All Staff Offices are headquartered in the Washington, DC metropolitan area; however some Staff Office employees are located in Field Organizations throughout the United States. Due to their interaction with the intelligence community, the Office of Intelligence and Office of Counterintelligence have been excluded from this PWS. However, the Government reserves the right to issue task orders for IT support for Intelligence and Counterintelligence during the Contract period of performance. The 17 Staff Offices are as follows:

- Chief Information Officer (OCIO)
- Congressional & Intergovernmental Affairs (CI)
- Counterintelligence (CN) **(Excluded from the PWS)**
- Departmental Representative to the Defense Nuclear Facilities Safety Board (DNFSB)
- Economic Impact and Diversity (ED)
- Energy Assurance
- General Counsel (GC)
- Hearings and Appeals (HG)
- Independent Oversight & Performance Assurance (OA)
- Inspector General (IG)

- Intelligence (IN) **(Excluded from the PWS)**
- Management, Budget, and Evaluation (ME)
- Office of the Secretary
- Policy & International Affairs (PI)
- Public Affairs
- Secretary of Energy Advisory Board
- Security (SO)

2.2.3 Field Organizations

Field Organizations are located throughout the United States. Most Field Organizations support a single Program Office; however, some Field Organizations provide support to multiple Program Offices. Field Organizations take several forms including Operations Offices and Area Offices (including their respective subordinate sites), and Laboratories. The magnitude of each Field Organization is noted in the Technical Exhibits. The two (2) Naval Reactors, Rocky Mountain Oilfield Testing Center (Casper, WY), and Albany Research Center have all been excluded from the scope of this PWS. The majority of the IT work being performed at the Strategic Petroleum Reserve Office (SPRO), Carlsbad Area Office, and Richland Operations Office has also been excluded from the PWS because they currently receive IT support services directly from Managing and Operating (M&O) Contractors at their respective sites. However, the Government reserves the right to issue task orders for IT support at these excluded locations during the Contract period of performance. The SP shall manage Wide Area Network (WAN) connectivity to these sites.

2.2.4 National Nuclear Security Administration

The National Nuclear Security Administration (NNSA) is a semi-autonomous agency of DOE that focuses on administering policy in the area where energy and defense programs intersect. The mission of NNSA is:

- To enhance United States national security through the military application of nuclear energy
- To maintain and enhance the safety, reliability, and performance of the United States nuclear weapons stockpile, including the ability to design, produce, and test, in order to meet national security requirements
- To provide the United States Navy with safe, militarily effective nuclear propulsion plants and to ensure the safe and reliable operation of those plants
- To promote international nuclear safety and nonproliferation
- To reduce global danger from weapons of mass destruction
- To support the United States leadership in science and technology

2.2.5 Energy Information Administration

The Energy Information Administration (EIA) is a semi-autonomous program of DOE that provides high quality, policy-independent energy information to meet the requirements of Government, industry, and the public in a manner that promotes sound policymaking, efficient markets, and public understanding. EIA's sole purpose is to provide reliable and unbiased energy information.

The legislation governing EIA requires that it conduct its operations independently and in a manner that protects confidential information from unauthorized disclosure or use. EIA is therefore organizationally distinct from the remainder of DOE. Specifically, data or information acquired by EIA under a pledge of confidentiality and for exclusively statistical purposes can be used only by officers, employees, or agents of EIA. Disclosure or improper use of such information is a felony, with penalties up to and including imprisonment for 5 years, a fine of

\$250,000, or both. Any contractor employee who has access to or works on EIA IT resources must take the same security training and sign the same confidentiality statement on protecting confidential data as required of EIA employees.

The integrated EIA Mission Specific Data Systems are defined as all components that host data or on which data travels inside the EIA border perimeters, including but not limited to, desktops, workstations, and servers. E-mail, which is used by respondents to transmit confidential data to EIA, is also defined as a part of the EIA mission activity. Desktop support and assistance will be acquired through the consolidated DOE center. However, delivery of support and assistance requiring access to EIA Mission Specific Data Systems will be handled via an EIA support task as outlined above.

2.2.6 Power Marketing Administrations

The four (4) Power Marketing Administrations have been excluded from the scope of this PWS. However, the SP shall manage WAN connectivity for the Power Marketing Administrations. For more information, see http://www.energy.gov/engine/content.do?BT_CODE=OF_PMA.

2.3 Customers

The scope of IT support provided under this PWS will be limited to Federal employees and the support contractors who occupy Federal space and require the same IT support as the Federal employees. The SP shall provide IT services with a customer-oriented approach. Information on the IT users across DOE is presented in *TE 2-2: Users by Program/Staff Office* and *TE 2-3: Users by Physical Location*.

2.4 Work Locations

Workload to be performed by the SP under this Contract is required for both HQ Offices in the Washington, DC metropolitan area and in Field Organizations throughout the United States. More information on each location is presented in *TE 2-3: Users by Physical Location*.

2.5 Cross-Cutting Principles

The following categories represent IT activities that span the full scope of the PWS. The SP shall incorporate these principles in the work outlined in *Section 3: Performance Objectives and Measures*. These principles will guide the performance of all effort under the resulting Contract.

2.5.1 Enterprise Architecture

The Department is developing an Information Enterprise Architecture (EA) Program using the Federal Enterprise Architecture (FEA) reference models to standardize and improve IT management processes across the Department and the Federal Government. The Program has defined the foundations, baseline, guidance, standards, and vision for the development and implementation of an architecture-based process for making IT investment decisions. A primary tenet of DOE information architecture methodology is that business needs drive the need for applications and technology, not vice versa. The architecture is used to assess legacy and developmental systems for alignment with key business, technical, and operational goals. The SP shall support the development and execution of DOE's Enterprise Architecture.

The DOE Information EA Program:

- Implements a Department-wide EA to support the acquisition and maintenance of IT investments per the requirements of OMB Circular A-130, Information Technology Management Reform Act (ITMRA) of 1996 (a.k.a. Clinger-Cohen Act), CIO Council recommendations, and other guidance

- Makes common, reliable data available for sharing Department-wide and minimizes redundant and duplicative systems
- Completes, refines, and executes the Corporate Systems Information Enterprise Architecture
- Provides leadership, education, and support to EA efforts

2.5.2 Quality

Over the past decade, the Federal Government has mandated higher standards of quality through a series of initiatives (e.g., Government Performance and Results Act (GPRA), Clinger-Cohen Act, etc). To that end, the Government expects the SP to propose and implement an IT organization that supports the highest level of quality. The SP shall establish a quality element within its organization that ensures compliance with applicable Federal mandates, contractual performance standards, and industry best practices. The SP shall consider as part of its Quality Control Plan (QCP) a number of standard approaches toward quality such as the International Standards Organization (ISO) and Systems Engineering Institute/Capability Maturity Model (SEI/CMM) processes. For additional stipulations on quality, refer to Clause C.2(h), *Quality Assurance and Quality Control*. Specific quality requirements may also be provided at the individual task level.

2.5.3 Documentation

The SP shall be responsible for the documentation of all efforts to include, but not limited to, contract provisions, network schematics, and any documentation associated with *Section 3: Performance Objectives and Measures*. Requirements associated with documentation may be task driven. For more information on the applicable laws and regulations relevant to documentation, see clause C.2(b)(3), *Reporting & Records Maintenance*, and *Appendix B.1: Applicable DOE Directives and Orders* and *B.2: Other Applicable Directives and Orders*. See also: <http://cio.doe.gov/RBManagement/Records/records.html>.

2.5.4 Configuration Management and Change Control

Configuration Management is the discipline of identifying all components and their relationships in a continually evolving system, taking into account relevant system interfaces, for the purpose of maintaining integrity, traceability, and control over change throughout the lifecycle. It is a disciplined process of technical and administrative direction for the identification and documentation of a system's functional and physical design requirements; the management of subsequent changes; and the verification of successful requirement implementation.

DOE is continuously trying to align with evolving IT industry best practices, the changing application of IT in the workplace, and Federal mandates. The SP shall assist DOE in the improvement of the Configuration Management processes. The SP shall participate in and support the change control process and the Change Control Board (CCB). The discipline of Configuration Management applies to multiple tasks identified throughout *Section 3: Performance Objectives and Measures*. The SP shall be responsible for adhering to DOE configuration management standards, as directed by specific task orders, in the performance of this Contract.

2.5.5 Program/Project Management

DOE requires high quality, systematic program/project management as a factor in the accomplishment of planned program/project objectives and the realization of projected benefits. Project management has two tightly linked components, a business and a technical component. The business component focuses on project initiation and justification, project planning and

control, and project evaluation and closeout. The technical component deals with requirements definition; technical design; acquisition or development; and testing, installation, and operation of hardware and software assets.

The SP shall be responsible for the day-to-day management of the project and delivering the means, methods, and resources to meet the Contract end point requirements and the intermediate requirements that the COR determined are value added and necessary to achieve project success. This can be achieved by the SP identifying project management tools acceptable to the COR. The SP shall ensure a seamless operating environment at all components of DOE throughout the lifecycle of this Contract, including transition activities, if and when the SP plans to introduce new technologies and functions.

The SP shall adhere to DOE Order (O) 413.3, Program and Project Management for the Acquisition of Capital Assets and DOE Manual (M) 413.3-1, the framework and context for implementing DOE Publication (P) 413.1, Program and Project Management for the Planning, Programming, Budgeting, and Acquisition of Capital Assets. The SP shall also adhere to OMB Circulars: A-11, Part 7, Planning, Budgeting, and Acquisition of Capital Assets; A-109, Major Systems Acquisitions; A-123, Management Accountability and Control; A-127, Financial Management Systems; and A-130, Management of Federal Information Resources.

2.5.6 Certification and Accreditation

Many Federal IT systems in critical infrastructure areas have not completed needed security certifications, thus placing sensitive Government information and programs at risk and potentially impacting national and economic security. Security certifications provide agency officials with the necessary information to authorize the secure operation of those IT systems. For some systems and major applications, the SP must comply with additional certification and accreditation requirements as set forth in the specific task requirements.

The SP shall comply with DOE O 205.1 and National Institute of Standards and Technology (NIST) 800-37 *Guidelines for the Security Certification and Accreditation of Federal Information Technology Systems*. NIST has developed the following principles to aid in developing a certification and accreditation strategy:

- Develop standard guidelines and procedures for certifying and accrediting Federal IT systems including the critical infrastructure of the United States
- Define essential minimum security controls for Federal IT systems
- Promote the development of public and private sector assessment organizations and certification of individuals capable of providing cost effective, high quality, security certifications based on standard guidelines and procedures

The specific benefits of the security certification and accreditation initiative include:

- More consistent, comparable, and repeatable certifications of IT systems
- More complete, reliable, information for authorizing officials—leading to better understanding of complex IT systems and associated risks and vulnerabilities—and therefore, more informed decisions by management officials
- Greater availability of competent security evaluation and assessment services
- More secure IT systems within the Federal Government

2.5.7 Knowledge Management

DOE's intellectual capital, the knowledge that people gain through experience, if made accessible to DOE personnel, will minimize "reinventing the wheel" and ultimately reduce costs to the taxpayer. Therefore it is the intention of the Government to use Knowledge Management (KM) to develop and improve mission control, efficiency, and effectiveness.

The SP shall be responsible for providing and maintaining KM information exclusive to the IT performance requirements under this PWS. The SP shall consider any intellectual, structural, or customer capital, that is understood, contained, or generated in the execution of any task order as KM information. The information held by the individuals responsible for such execution shall become shared non-exclusive intellectual property between the SP and DOE.

After reviewing the requirements of this PWS, the SP shall propose such a KM program. The SP shall propose, and use over the life of the resulting Contract, a KM tool to document information including but not limited to, costs, labor hours, output data, network statistics, enterprise architecture, cycle times, methodologies, processes, recommendations, solutions, and decision making rationale. Knowledge Management documentation will be detailed by the COR on a task order basis.

2.5.8 Reporting

Contract wide reporting requirements shall be in accordance with *DOE Form (F) 1332-1: Reporting Requirements Checklist*. Contract level reporting shall not be a separately priced line item but shall be included in the Offeror's General and Administrative (G&A) expense rate or other indirect rate pool.

Individual reporting requirements below the master contract level will be established at the task level by the issuing organization. Unless specifically noted elsewhere in the PWS, task level reporting requirements will be established and funded at the task level.

3. PERFORMANCE OBJECTIVES AND MEASURES

The SP shall provide an enterprise solution regarding IT for DOE. The SP shall perform work in response to DOE-issued task orders. The SP shall perform the requirements listed herein in accordance with the instructions as noted in *TE: 3-2: Performance Requirements Summary (PRS)*, or as otherwise directed by individual task orders, which will determine requirements, adequacy, security, and reliability. The task areas that are included in this PWS are IT Management, Systems Development and Engineering, IT Operations Support, and Cyber Security. The functions and activities include, but are not limited to the following:

- IT Management
 - Policy Development
 - Strategic Planning
 - Enterprise Architecture
 - Capital Planning & Investment Control
 - Resource Management
 - Procurement Actions
 - Special Projects
- Systems Development and Engineering
 - Application Development & Software Engineering
 - Web-Site Development/Maintenance
- Cyber Security
 - Cyber Resource Protection
 - Cyber Security Planning
 - Cyber Risk Management
- IT Operations Support
 - IT Facilities Management & Physical Security
 - Network Administration & Configuration
 - Firewall Management & Maintenance
 - Server Administration & Configuration
 - Application Systems Administration
 - Emergency Preparedness
 - Inventory Control
 - Maintenance, Support & Service Agreements Management
 - Audio, Video, and Web Conferencing
 - User Support & Workstation Management
 - Wireless Services
 - Voice & Data Services

Note that each performance objective below has associated workload in *TE 3-1: Historical Workload Estimates*, and performance measures and standards referenced in *TE 3-2:*

Performance Requirements Summary (PRS). TE 5-1: Security Clearance Requirements documents the security clearance levels required by each task.

3.1 Information Technology Management

The following subsections detail specific SP responsibilities pertaining to IT Management within the DOE organization including sensitive, classified, and unclassified information systems. In support of IT Management activities, the SP shall comply with professional project management discipline, the Clinger-Cohen Act, Paperwork Reduction Act, Government Paper Elimination Act (GPEA), Computer Security Act, Presidential Decision Directive (PDD) # 63, the Government Performance and Results Act (GPRA), Section 508, and other applicable laws and regulations. The SP shall provide expert IT consultation and perform IT related work in response to business and mission needs at the various Program Offices, Staff Offices, and Field Organizations. All work will be further defined within the specific task orders issued.

IT Management tasks include, but are not limited to, assisting with: developing, implementing, and monitoring Department-wide, program specific, and local IT policies, directives, orders, standards, Standard Operating Procedures (SOP), guidelines, and procedures; updating and submitting EA recommendations; Capital Planning and Investment Control; Resource Management; Department Strategic Plans, according to the guidelines and initiatives, as put forward by the Secretary of DOE. SP work under the resulting Contract shall also include products developed in response to quick-turnaround needs. Products shall include briefings, presentations, fact sheets, as well as issue and reference papers. The SP shall prepare, assist with the delivery, and maintain a record of briefings and presentations. The SP shall provide appropriate internal and external organizations information in the accomplishment of the overall IT mission. The SP shall be responsible for internal and external coordination to include, but not limited to, working with customers, other agencies, internal DOE Program/Staff Offices and Field Organizations, and other external entities. When requested, the SP shall provide relative information to assist in drafting responses to inquiries from Congress and other agencies.

3.1.1 Policy Development

The SP shall assist in the drafting and implementation of IT policy, directives, manuals, orders, procedures, SOPs, and guidelines, as required by individual task order, and submit for approval and dissemination. The SP shall review, critique, and provide recommendations to draft policy, directives, manuals, orders, procedures, SOPs, and guidelines.

3.1.2 Strategic Planning

The SP shall provide input to the development of Departmental and supporting IT Strategic Plans to include Program/Staff Offices and Field Organizations. The SP shall assist in the development and submission of the IT Strategy to the COR for approval in accordance with DOE directives and policies. The SP shall assist the Program Offices, Staff Offices, and Field Organizations with efforts to develop and implement a Department-wide information architecture program and to develop guidelines and processes to ensure proper integration between the architecture, the Department's IT investment management process, and its cyber security program.

3.1.3 Enterprise Architecture

The SP shall, in accordance with approved IT Strategy, update and submit the EA to the COR for approval. In addition, IT Standards shall be updated accordingly. The SP shall comply with DOE implementation of OMB Circular A-130, the Clinger-Cohen Act, and other directives as applicable. The SP shall work within the FEA reference models to ensure cross-agency

analysis and the identification of duplicative investments, gaps, and opportunities for collaboration within and across Federal Agencies. The SP shall perform EA activities to include, but not limited to: promoting and implementing standard architectural practices; establishing an EA aligned with the Department's strategic goals facilitating an information exchange; ensuring the interoperability of business practices, systems, and technologies; defining and implementing a systems development life-cycle; architectural assessments and governance; and providing a framework for corporate systems modernization. The SP shall perform continuous analysis and make recommendations to the COR of areas to further analyze, consolidate, or otherwise align within DOE.

3.1.4 Capital Planning and Investment Control

The SP shall perform IT capital planning and investment control support activities in accordance with the IT Capital Planning Process. The SP shall perform work as directed by task orders in response to business needs to include, but not limited to, assisting the Program/Staff Offices and Field Organizations with efforts to develop and execute program-wide or enterprise-wide IT capital planning, as well as investment management guidelines and procedures. The SP shall provide expert consultation as well as knowledge of Government and industry best practices. The SP shall provide support activities to include, but not limited to, assisting with developing Exhibit 300s (*Capital Asset Plan and Business Case*), developing Exhibit 53s (*Agency IT Investment Portfolio*), developing supporting documentation, fact-finding, cost analysis, efficiency studies, and workload modeling, which may cut across all activities.

3.1.5 Resource Management

The SP shall perform resource management activities in response to specific task orders for the approval by the COR to include, but not limited to, assisting with efforts to: analyze and track budget expenditures; support the IT budget process; implement automated financial systems; track and coordinate resource management; and information systems efforts that support the implementation of DOE and other IT Management related regulations. The SP shall develop a strategy that recommends the proper allocation of human capital and funding for specific or defined tasks for particular periods of performance under the scope of the Contract. This process produces the individual task management plans, to be submitted to the COR for review and approval.

3.1.6 Procurement Actions

The SP shall assist as required in the procurement of IT products and services, to include but not limited to, hardware, software, firmware, materials, leases, Internet services, and licensing and maintenance agreements. Procurement activities include, but are not limited to, researching products and services, recommending and validating specifications, developing the procurement package, and verifying the receipt of procured items.

3.1.7 Special Projects

The SP shall provide expert assistance in aiding the Government when Special Projects arise. Examples of Special Projects include, but are not limited to, I-Manage, E-Government, Public Key Infrastructure (PKI), and ad hoc projects as the requirements are identified by individual task orders.

Information Technology Management Performance Measures

The objectives set out above will have the following performance standards and expectations. The Performance Requirement Summary at TE-3.2 contains industry-standard measures at the contract level.

FAILURE TO MEET THESE EXPECTATIONS WILL RESULT IN THE SERVICE PROVIDER CORRECTING DEFICIENCIES AT NO ADDITIONAL COST TO THE DEPARTMENT

Performance Standards	Quality Expectations
Completeness	All submissions will be 100% complete and compliant with all applicable regulations, DOE Orders and PWS section B.2.
Accuracy	All information submitted will be 100% accurate.
Effectiveness	All deliverables must contribute to the overall success of the PWS and Task Order
Timeliness	All deliverables will be on time and within schedule.
Cost	All tasks will be performed within the funding limit provided in each fully-funded Task Order.

3.2 Systems Development and Engineering

The following subsections detail specific SP responsibilities pertaining to systems development and engineering within DOE, including sensitive, classified, and unclassified information systems. The SP shall provide expert consultation and perform work at the direction of the COR in response to task orders. All software and system changes shall be approved by the COR and may require approval by a CCB or other approval authorities as identified by individual task order. Systems development and engineering tasks include, but are not limited to, application development, software engineering activities, configuration management, web site development, and web site maintenance. The SP shall develop and maintain a documentation and code library.

3.2.1 Application Development and Software Engineering

The SP shall provide services including, but not limited to, full life cycle software engineering support to a wide variety of systems (mission systems) that support the day-to-day business functions of various components of DOE. The SP shall provide IT development and support services, to include modernization and enhancements, to various software applications and data warehouses that support a variety of organizational and cross-organizational functions. Systems may be developed or enhanced using any combination of the following tools: COTS, GOTS products, and database management software supplemented with custom code and/or high level programming languages as approved by COR. The SP shall provide user training for developed or modified applications. The extent of user training required will be defined by the COR on a task order basis.

All work performed must conform to the requirements of the Clinger-Cohen Act or other applicable DOE Orders, DOE Corporate IM Guidance, DOE Software Engineering Methodology, OMB Circular A-130, the Joint Financial Management Improvement Program (JFMIP), and other

applicable guidance. The SP shall identify its current SEI/CMM maturity level in its proposal. The COR, if appropriate, will specify the SEI/CMM level required by specific task order.

Existing applications shall be modified or enhanced per customer requirements as directed by task order to accommodate hardware, software, requirements changes, or software problems. DOE retains the right to acquire new systems and enhancements to existing systems, outside this Contract, to ensure the best value for the Government. The SP shall turn over all licenses, source codes (except COTS), products and ownership to the Government at the end of each task order or the master contract, whichever arises first. Upon completion of each task order the SP shall comply with Department of Defense (DOD) 8500.1 D: DOD Information Assurance when sanitizing IT equipment.

3.2.2 Web Site Development and Maintenance

The SP shall be responsible for the administration and maintenance of existing web sites within DOE. Tasks include, but are not limited to, verification of hyperlinks, implementation of new technologies as they become available (e.g., multimedia, streaming technologies, and active server pages), and adherence to existing Federal regulations (e.g., Section 508). The SP shall assist DOE with various Government-wide initiatives, to include but not limited to, Web Council and e-Government. The SP shall respond to and implement inter-agency and other Federal requests and mandates for changes to existing web sites. The SP shall perform research and provide analysis about emerging technologies including, but not limited to, metadata, portals, and others as the need arises.

The SP shall be responsible for the development, administration, and maintenance of new web sites within DOE as requested. These tasks include, but are not limited to, defining and developing of requirements (user and business), conducting testing, implementation, user training (on-site or remote), adherence to DOE EA Guidelines, and database design and maintenance, when applicable.

Systems Development and Engineering Performance Measures

The objectives set out above will have the following performance standards and expectations. The Performance Requirement Summary at TE-3.2 contains industry-standard measures at the contract level.

FAILURE TO MEET THESE EXPECTATIONS WILL RESULT IN THE SERVICE PROVIDER CORRECTING DEFICIENCIES AT NO ADDITIONAL COST TO THE DEPARTMENT

Performance Standards	Quality Expectations
Completeness	All submissions will be 100% complete and compliant with all applicable regulations, DOE Orders and PWS section B.2.
Accuracy	All information submitted will be 100% accurate.
Effectiveness	All deliverables must contribute to the overall success of the PWS and Task Order
Timeliness	All deliverables will be on time and within schedule.

Cost	All tasks will be performed within the funding limit provided in each fully-funded Task Order
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3.3 Information Technology Operations Support

The following subsections detail specific SP responsibilities pertaining to IT Operations Support within the DOE organization which includes sensitive, classified, and unclassified information systems. The SP shall be responsible for end-to-end operation of networks and IT assets, including, but not limited to: IT facilities management and IT physical security; telecommunications and network engineering services; network administration; network configuration, installation, maintenance, repair and upgrades; firewall management and maintenance; server administration; server installation, maintenance, repair and upgrades; system back-ups and restores; applications system administration; emergency preparedness; disaster recovery planning and execution; inventory control; maintenance, support, and service agreement management; audio, video, and web conferencing; user support/help desk; workstation management; wireless services; and voice and data services. The SP shall be responsible for configuration management as it relates to the aforementioned activities. The SP shall be responsible for researching, testing, and making recommendations for new hardware and software technologies (Enterprise Solutions). All new software and hardware introduced to the network must meet all applicable guidelines and work in the current operating environment.

3.3.1 IT Facilities Management and IT Physical Security

The SP shall work with administrative services to provide facilities in use by the various IT department(s) with the proper power, heating, cooling, ventilation, lighting, space management, construction, security, and maintenance as appropriate for the various sites. The SP shall develop, implement, and test a backup and recovery strategy. Examples of areas to be considered include, but are not limited to, server rooms, switch closets, Local Area Network (LAN) rooms, and Network Communication Centers. The SP shall prepare, update, and maintain drawings of the various IT Facilities and other facilities for the purpose of configuration management, security, fire, safety, and physical planning. The SP shall provide a common repository of information regarding configuration management on all hardware and telecommunications equipment within the various IT Facilities' physical plants. The SP shall provide analytical work including research and planning documents to support facilities work to be performed for the various locations included under this Contract. The SP shall plan and coordinate non-emergency outages affecting service areas to include, but not limited to: creating timely notification of outages; maintaining physical security requirements and documents as deemed appropriate by the COR; and maintaining both physical and logical drawings of the processors, peripheral equipment, and their connectivity. The SP shall submit and seek approval for all IT related Configuration Change Proposals (CCP) with the CCB or the appropriate personnel, as identified by specific task orders. The SP shall also perform administrative management support functions as directed by specific task orders.

3.3.2 Network Administration

The SP shall perform networking activities pertaining to DOE's facilities. These responsibilities include, but are not limited to, consulting with customers, gathering customer requirements, problem identification, capacity planning, network optimization and tuning, and meeting certification and accreditation requirements. The SP shall be responsible for providing identity management of network access to authorized personnel; providing a secure environment for applications to reside; designing and implementing networks; providing remote access; providing network configuration management; establishing a testing environment; and

installation, maintenance, repair, and upgrades of all hardware, firmware, software, and associated equipment that is installed as part of the network within DOE.

3.3.2.1 Network Configuration, Installation, Maintenance, Repairs, and Upgrades

The SP shall provide access to network resources. The SP shall identify customer and technical network requirements and prepare an analysis for capacity utilization assessments in accordance with DOE guidelines for COR approval. The SP shall create and maintain documentation to support the testing, installation, and operation of networks. The SP shall be responsible for end-to-end network operations and maintenance services to ensure connectivity of all installed networks related to DOE sites. The SP shall perform network functions include, but not limited to, firewall management and maintenance; server administration; server installation, repair, maintenance, and upgrades; system back-ups and restores; applications system administration; disaster recovery planning and execution; and cabling systems installation, maintenance, and upgrades. The SP shall submit and seek approval for all IT related CCPs with CCBs or the appropriate personnel, as identified by specific task orders.

3.3.2.2 Firewall Management and Maintenance

The SP shall be responsible for engineering, architecture, management, planning, implementing, maintaining, repairing, upgrading, configuring, and documenting all firewalls to ensure DOE confidentiality, integrity, security, availability, and authenticity through the Internet/Intranet. The SP shall respond to cyber security needs and requirements, both emergent and as identified in the Cyber Security Program Plan (CSPP) and other directives/mandates. The SP shall maintain and manage firewall components and configuration; and maintain the security posture of the firewall components on a regular basis through the use of security tools. The SP shall monitor the firewall on a daily basis for penetration attempts to evade security and maintain incident reports of such events. The SP shall notify the Computer Incident Advisory Capability (CIAC), all Program/Staff Offices, Field Organizations, or the appropriate Federal cyber security officials of any security incidents that occur involving a specific site and/or IT asset. The SP shall coordinate with other DOE contractors, as applicable, to discuss firewall implementation needs and configuration issues. The SP shall implement approved firewall exception requests, alerting Department Officials of potential problems with an approved request prior to implementing, and notifying the requestor of the firewall exception when the exception is implemented or not approved.

3.3.2.3 Server Administration

The SP shall manage all production, test, and development servers. The SP shall perform server administration activities to include, but not limited to, account management, monitoring and auditing system logs, back up and recovery, security, managing operating systems, and storage management. The SP shall test and install operating system upgrades and patches in a timely manner consistent with security and change control requirements.

3.3.2.4 Server Installation, Maintenance, Repairs, and Upgrades

The SP shall be responsible for the complete installation, testing, problem determination, maintenance, repair, configuration, and documentation of all hardware, firmware, software, and associated equipment that is installed as part of a server. The SP shall ensure that server operating systems are maintained at the versions dictated by the EA. The SP shall meet certification and accreditation requirements as defined at the task order level. The SP shall identify server requirements and prepare a systems analysis in accordance with DOE guidelines. The SP shall create and maintain documentation to support the testing, installation,

and operation of servers. The SP shall update and maintain the KM solution accordingly. The SP shall coordinate and validate changes with application owners. The SP shall submit and seek approval for all IT related CCPs with CCBs or the appropriate personnel, as identified by the specific task order. The SP shall perform all non-emergency disruptive maintenance, repairs, and upgrades (i.e., network operating system upgrades, server refresh, etc.) during non-business hours or at the direction of the task orders. Non-business hours will be defined on a task basis.

3.3.2.5 System Back-ups and Restorations

The SP shall perform system back-ups and restore functions to ensure data availability. The SP shall demonstrate and test back-up and restore reliability. The SP shall restore and/or reproduce current and legacy systems, applications, and data in accordance with DOE management directives and requirements for data recovery or as specified by COR. The SP shall follow all DOE directives and requirements listed in *Appendix B: Technical Library* regarding off-site storage, restoration, and reproduction, including disaster recovery requirements.

3.3.2.6 Application Systems Administration

The SP shall maintain and provide reliable access to application systems to include, but not limited to: providing database administration services; hosting the application and ancillary software on servers; providing adequate bandwidth and response time for users; and providing adequate network connections, possible n-tier systems where applicable, and web access interfaces where required. The SP shall test and install application upgrades and patches in a timely manner consistent with change control requirements. The SP shall perform day to day operational processing and fixes in a manner which meets the COR determined reliability requirements of the users, system uptime, and the business needs of the organization. The SP shall provide access control in order to provide proper rights and privileges to approved users for specific applications. The SP shall remove rights and privileges for terminated employees within specified timeframes determined at the task order level and maintain access logs.

3.3.3 Emergency Preparedness

The SP shall perform emergency preparedness activities to include disaster recovery planning and execution and development of the Continuity of Operations Plan (COOP).

3.3.3.1 Disaster Recovery Planning and Execution

The SP shall create, execute, obtain approval for, update, maintain, provide audit support, and test Disaster Recovery Plans for all major IT systems including general support systems and corporate and critical applications as defined by individual task orders. The SP shall conduct and participate in test exercises as required by applicable Disaster Recovery Plans.

3.3.3.2 Continuity of Operations

The SP shall adopt existing and/or create COOPs. The SP shall execute, obtain approval, update, maintain, and test COOPs for all major IT systems, including general support systems and major applications. The SP shall integrate all IT COOPs into appropriate higher-level COOPs. The SP shall conduct and participate in test exercises for DOE COOPs.

3.3.4 Inventory Control

In accordance with DOE standards, the SP shall maintain and supplement the existing property management systems, policies, and procedures to ensure that inventories of Government Furnished Property (GFP) are maintained and updated for all IT related items to include, but not limited to, hardware, software, licensing agreements, maintenance contracts, wireless devices, and spare parts in accordance with local policies and procedures. The SP shall identify excess GFP and support the COR in its disposal. For approved excess GFP this includes ensuring timely sanitation in accordance with DOD Directive (D) 8500.1 and transfer of sanitized surplus equipment for disposal in accordance with local policies. When applicable, the SP shall coordinate IT inventory efforts with physical inventory personnel to ensure compliance.

3.3.5 Maintenance, Support, and Service Agreements Management

The SP shall manage maintenance and support agreements for hardware and software as specified by specific task orders. The SP shall ensure that all such agreements are registered with the provider in the name of DOE. The COR shall appoint DOE administrator(s) for these agreements. The SP shall support management of service agreements including, but not limited to, commercial or third party service providers, Enterprise Resource Planning (ERP), and pre-paid consulting services. Management activities include, but are not limited to, ensuring continuity of coverage; ensuring adequacy of coverage; ensuring agreement information is available, complete, and accurate; and analyzing cost effectiveness.

3.3.6 Audio, Video, and Web Conferencing

The SP shall provide maintenance for video room operations, systems design, engineering, installation for new and/or relocation of video systems and network/Integrated Services Digital Network (ISDN) equipment for DOE users. The SP shall provide video-broadcast and reception services over satellites leased for Government use. The SP shall use both new and existing hardware and software packages as directed by the COR.

The SP shall provide video production services, both recording and taping, as needed. The SP shall provide engineering and configuration management of the ISDN and coordination with commercial carrier as necessary for repair and new installation of additional access from FTS2001, successor contracts, and a local carrier.

The SP shall perform traffic studies of the ISDN and make appropriate recommendations according to capacity needed in order to provide this service. The SP shall make the results of the studies available to the COR upon request. The SP shall provide all technical interfaces with other vendors and serve as the point of contact for ISDN/video projects at the various DOE locations.

The SP shall maintain a scheduling function that supports the various Program/Staff Offices and numerous Field Organizations, nationwide, and provide analysis of the usages by organization on a monthly basis. As required by specific task orders, the SP shall provide training to users on all video equipment and how to make calls to any location within the DOE video community as well as international calls. The SP shall perform scheduling functions to include, but is not limited to inquiries, cancellations, and confirmation in support of video events for Satellite Broadcasts and video teleconferences. The SP shall provide mobile uplink service as required. The SP shall advise DOE about upgrades or changes in configuration of the Video Network to ensure a highly reliable and cost effective system. The SP shall provide services that meet Federal and general commercial standards as set forth in specific task orders.

3.3.7 User Support and Workstation Management

The SP shall provide user support and workstation management as described in the following subsections.

3.3.7.1 User Support

The SP shall be responsible for Customer Relationship Management (CRM), to include, but not limited to, pre-service activities, during service activities, post-service activities, and customer feedback program to include surveys, follow-ups, and liaison with the customer. The SP shall provide user support as defined at the task level, to include, but not limited to, help by telephone, remote control, and support at the desktop/problem area. The SP shall support DOE requirements for remote access. The SP shall perform new user set-ups, account termination, the establishment of e-mail and messaging accounts as well as telecommunication services, and the set up of peripheral/portable devices. Equipment identified for disposal shall be processed in accordance with *Section 3.3.4: Inventory Control*. The SP shall perform problem resolution, manage desktop hardware and software assignments, and address warranty problems. The SP shall provide environment orientation, overview training, and group training on an as needed basis. The SP shall record, analyze, maintain, and prepare and submit required reports regarding problem resolution occurrences and trends. The SP shall develop self-help training aids (e.g., tips & tricks, FAQ's) for recurring problems as needed or required.

3.3.7.2 Workstation Management

The SP shall perform workstation management to include, but not limited to, planning, design, testing, implementation, deployment, administration, maintenance, repair, modification, final disposition, day to day operation, and upgrade to operating systems, software applications, and hardware utilized on user workstations. The SP shall provide and maintain a COR approved refresh rate; perform PC adds, moves, and changes; load clients; provide central management and remote management of desktops; and provide loaner equipment. The SP shall research, apply, distribute, and document desktop patches and service packs.

3.3.8 Wireless Services

The SP shall install, operate, maintain, repair, upgrade, configure, and document all wireless technology required to meet the business needs of the organization. Technology includes, but is not limited to, cellular telephones, radio frequency communication (conventional and trunking), microwave, satellite links, and bi-directional satellite links, Personal Digital Assistants (PDA), paging systems (advanced messaging), wireless LANs, repeaters, and all associated support equipment that completes the wireless LAN system. The SP shall provide engineering services during the planning and budget formulation phase, to be followed through to Project Management and final inspection of a wireless telecommunications and/or networking systems. The SP shall track and review costs and billing associated with wireless services and report findings based on the analysis to the COR.

3.3.9 Voice and Data Services

The SP shall plan and coordinate the installation, maintenance, repair, upgrade, configuration, operation, and documentation of the voice, fax, and data services, telephone switches and voice mail systems, E-911 systems, and telephone interconnect networks. The equipment may include cable plant (analog/digital, fiber optic, and copper for voice and data) and data network connectivity, to include but not limited to T1, T3, and ISDN lines, and external dial tone. The SP shall provide engineering design support, technician support, and project estimation support and shall conduct infrastructure upgrades to software, firmware, and equipment. The SP shall maintain and provide when requested the cable plant records and the Title III engineering drawings for new systems. The SP shall update and maintain the KM solution accordingly.

As applicable, the SP shall monitor, operate, and maintain a telecommunications management system for customers including, but not limited to, conducting user unit moves, adds, and changes; updating the operator and directory service call detail reporting; performing trouble resolution, billing, work order logging and dispatch; and facilitating the moves, adds, and changes.

Operations Support Performance Measures

<p>The objectives set out above will have the following performance standards and expectations. The Performance Requirement Summary at TE-3.2 contains industry-standard measures at the contract level.</p> <p>FAILURE TO MEET THESE EXPECTATIONS WILL RESULT IN THE SERVICE PROVIDER CORRECTING DEFICIENCIES AT NO ADDITIONAL COST TO THE DEPARTMENT</p>	
Performance Standards	Quality Expectations
Completeness	All submissions will be 100% complete and compliant with all applicable regulations, DOE Orders and PWS section B.2.
Accuracy	All information submitted will be 100% accurate.
Effectiveness	All deliverables must contribute to the overall success of the PWS and Task Order
Timeliness	All deliverables will be on time and within schedule.
Cost	All tasks will be performed within the funding limit provided in each fully-funded Task Order.

3.4 Cyber Security

The SP shall perform cyber security functions in accordance with DOE O 205.1 to include, but not limited to, cyber resource protection, risk management, program evaluation, cyber security plan development and maintenance, auditing, and network intrusion detection. Cyber security is the protection of IT investments (e.g., information systems and telecommunications systems) and the information within or passing through them from unauthorized access, use, disclosure, disruption, modification, or destruction in order to ensure the integrity, confidentiality, availability, and authentication of DOE IT systems. Integrity requires guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity. Confidentiality requires preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information. Availability requires ensuring timely and reliable access to, and use of information and information systems. Authentication requires that messages come from the stated source.

3.4.1 Cyber Resource Protection

The SP shall provide cyber security for DOE in compliance with DOE O 205.1 and DOE Cyber Security Management Program, dated March 21, 2003, and any other applicable security

regulations and policies. In the case of the NNSA, the SP shall comply with all NNSA Policy Letters concerning cyber security.

The SP shall protect all DOE unclassified and classified information and information systems under its management. The Designated Approval Authority(s) (DAA) will define at the task level, the level of risk DOE is willing to accept. The SP shall control all information systems at all times commensurate with the risk and magnitude of harm that could result to national security interests and DOE missions and programs resulting from a loss of confidentiality, availability, or integrity of the information or systems. The SP shall serve as senior network security technical advisor, and perform a detailed examination of the security management and monitoring procedures/resources required to keep DOE in compliance with Federal cyber security directives and best business practices. The SP shall also provide the relevant Cyber Security awareness training as directed at the task level.

The SP shall provide network vulnerability scanning services and analysis as well as track and report configuration and vulnerabilities of SP supported systems, corrective actions taken, and vulnerability mitigation. The SP shall establish, implement, and maintain the following controls: limit and control outside visibility to DOE systems; limit and control access to the same systems; limit and control network interfaces across security boundaries, and monitor and report anomalous, security related (network) activity.

The SP shall provide cyber security and network support services 24 hours a day, seven days a week, to include, but not limited to, responding to real or potential security events, responding to Federal data calls or other mandated reporting requirements, and providing after-hours security support for DOE networks and all associated Program/Staff Offices and Field Organizations.

The SP shall oversee response(s) to all incidents involving malicious or suspicious code to include, but not limited to, viruses, Trojan horses, worms, and macros. The SP shall respond to malicious attacks, provide technical advice when required, and collect incident tracking information. The SP shall maintain a database of all pertinent information relating to malicious code encounters and incidents including, but not be limited to, virus, user, organization, location, source, affected media, and whether the incident was internal or external to DOE. The SP shall update and maintain the KM solution accordingly. The SP shall coordinate with other Federal elements and vendors as needed.

The SP shall implement anti-viral tools as necessary including, but not limited to, configurations and dissemination mechanisms, filtering, blocking, and auditing. The SP shall provide senior expertise, guidance, resources, and analysis for organizational and enterprise virus protection audits as required. The SP shall develop and maintain mechanisms for distribution of anti-viral software to virus response staff, system administrators, and users at the desktop, remote locations, and at home. The SP shall also provide reports of virus encounters on a monthly basis to the DOE CIAC, to various virus bulletins, and others as necessary. The SP shall ensure that all virus definitions for anti-virus software are kept current, within 24 hours of release of the new definitions either through manual or electronic means.

3.4.2 Cyber Security Planning

The SP shall develop and maintain approved CSPPs in accordance with the applicable Program Cyber Security Plans (PCSP). DOE will provide the SP with the PCSP and/or CSPP. The SP shall submit plans for review and update when operational considerations (e.g., risks, threats, cyber assessment configurations, vulnerabilities, or DOE cyber security directives) change significantly, or as required by relevant DOE Orders. The SP shall provide CSPPs on an annual basis.

3.4.3 Cyber Risk Management

The SP shall perform risk analysis and implement a COR approved risk management approach for protecting information and information systems as described in the CSPP. The SP shall document the risk management process, and this process must be used to support informed decisions related to the adequacy of protection, cost implications of further enhanced protection, and acceptance of residual risk. The SP shall complete self- and peer-assessments, on IT systems, as required by DOE to ensure it meets DOE's requirements.

Cyber Security Performance Measures

<p>The objectives set out above will have the following performance standards and expectations. The Performance Requirement Summary at TE-3.2 contains industry-standard measures at the contract level.</p> <p>FAILURE TO MEET THESE EXPECTATIONS WILL RESULT IN THE SERVICE PROVIDER CORRECTING DEFICIENCIES AT NO ADDITIONAL COST TO THE DEPARTMENT</p>	
Performance Standards	Quality Expectations
Completeness	All submissions will be 100% complete and compliant with all applicable regulations, DOE Orders and PWS section B.2.
Accuracy	All information submitted will be 100% accurate.
Effectiveness	All deliverables must contribute to the overall success of the PWS and Task Order
Timeliness	All deliverables will be on time and within schedule.
Cost	All tasks will be performed within the funding limit provided in each fully-funded Task Order.

Appendix A: Definitions and Acronyms

Note: In the event of a conflict between any definition in this section and a comparable definition in the Federal Acquisition Regulation, the latter shall prevail.

A.1 Definitions

Acceptable Quantity Level (AQL): Represents the required success rate for each output that comprises the total workload. The AQL is reasonable to allow for the possibility of unexpected problems that prevent some outputs from meeting the requirements of the performance standards. The AQL is a percentage value of the number of performances of each output that must adhere to the performance standard set for that output. AQLs are determined based on agency directives or historical records of Government performance.

Accountability: Accountability is the obligation of both the SP and the Government to fulfill the requirements of this Contract. This includes, but is not limited, the SP's responsibility to maintain accurate and complete records of property, documents, or funds.

Accreditation: The formal declaration by a Designated Approving Authority (DAA) that an IS is approved to operate in a particular security mode using a prescribed set of safeguards to an acceptable level of risk.

Automated Information System (AIS): Computer hardware, computer software, telecommunications, IT, personnel, and other resources that collect, record, process, store, communicate, retrieve, and display information. Can include computer software only, computer hardware only, or a combination of the above.

Availability: A measure of the degree to which an item is in an operable and committable state at the start of any task or mission, when the task or mission is called for at an unknown (random) point in time.

Baseline: A specification or product that has been formally reviewed and agreed upon, and thereafter serves as the basis for further development and can be changed only through formal change-control procedures or a type of procedure such as configuration management (CM).

Biennially: One time every two years.

Bimonthly: One time every two months.

Biweekly: One time every two weeks.

Certification: Certification is the comprehensive evaluation of the technical and non-technical security features of an Information System (IS) and other safeguards, made in support of the accreditation process, to establish the extent to which a particular design and implementation meets a set of specified security requirements.

Classified: Documents, data, information, systems, products, services, items, etc for which access is limited to those persons having a "need to know" and appropriate security clearance.

Clearance: Authority permitting individuals cooperating in DOE work, and having a legitimate interest therein, access to classified technical information, material, or equipment or admission to restricted areas or facilities where such information or material is located.

Commercial Off The Shelf (COTS): Describes software or hardware products that are ready-made and available for sale to the general public.

Common Operating Environment (COE): A listing of components (hardware and software) that captures the concept of a common or shared operating environment across an enterprise or

organization. Provides a standard for the organization to be common operating environment (COE) compliant.

Configuration Management (CM): A discipline applying technical and administrative direction and surveillance to: (a) identify and document the functional and physical characteristics of a particular item, system, etc; (b) control changes of those characteristics; and (c) record and report changes to processing and implementation status.

Configuration: The functional or physical characteristics of equipment, systems, hardware or software set forth in technical documentation and achieved in a product.

Conservation: The protection, improvement, and use of natural resources according to principles that will provide optimum public benefit and support of DOE's mission.

Contract Administrator: An individual duly assigned by appropriate authority to administer a contract.

Contract Modification: Any written alteration in the terms of the contract, including but not limited to specifications, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions.

Contract Start Date: Effective date of the Contract and beginning of the Phase-In Period as authorized by the CO at or following Contract award.

Contracting Officer (CO): An individual appointed in accordance with procedures prescribed by the Federal Acquisition Regulation with the authority to enter into, administer and terminate contracts and make related determinations and findings.

Controlled Inventory Items: Items with characteristics requiring special ID, accounting, security, or handling to ensure their safeguard.

Corrective Action: Consists of those efforts required to correct reported deficiencies and mitigate reoccurrence of defects.

Customer: Any recipient to a service described in Section 3: Performance Objectives and Measures of the PWS.

Customer Relationship Management: The technique of establishing and maintaining a long-term business relationship with your customers. CRM involves utilizing the data collected during customer interactions to determine the demographics and future needs of each customer.

Damage: A condition that impairs either value or utility of an article; may occur in varying degrees. Property may be damaged in appearance or in expected useful life without rendering it unserviceable or less useful. Damage also shows partial non-serviceability. Usually implies that damage is the result of some act or omission.

Designated Government Representative (COR): Normally referred to as the Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR). The person(s) designated by the CO in writing, by name and position, to act as a liaison between the Government and the Service Provider on all issues pertinent to the daily operation of the Contract. The COR is appointed by the CO.

Discrepancy: A variance between contractually required and actual performance.

Disposal: The disposition of excess assets (including real property, industrial and personal property) by the Government in accordance with the FAR.

E-Government: One of the five key elements of the President's Management Agenda designed to make better use of information technology (IT) investments to eliminate billions of dollars of wasteful Federal spending, reduce Government's paperwork burden on citizens and businesses, and improve Government response time to citizens. A key goal is for citizens to be

able to access Government services and information within three “clicks,” when using the Internet. See <http://cio.doe.gov/SProjects/DOE.egov.initiatives.pdf> for the DOE E-Government Strategic Action Plan.

Emergency: The reporting of sudden, usually unforeseen, occurrences where life or property are in immediate danger and require immediate action.

Enterprise Architecture (EA): A description including graphics of the systems and interconnections providing for or supporting various functions. EA defines the physical connection, location, and identification of such key nodes as circuit and network platforms, and allocates system and component performance parameters. Is constructed to satisfy Operation Architecture requirements in the standards defined in the technical architecture. Shows how multiple systems within a domain or an operational scenario link and interoperate, and may describe the internal construction or operations of particular systems in the systems architecture.

Facilities: Property used for production, maintenance, research, development or testing. It includes plant equipment and real property. It does not include material, special test equipment, special tooling or agency peculiar property.

FAR. Federal Acquisition Regulation.

Fiscal Year (FY): A period of 12 months beginning 1 October and ending 30 September of the following year. Fiscal year is designated by the calendar year in which it ends.

Government Furnished Equipment (GFE): A term used in this Contract to mean equipment in the possession of, or directly acquired by, the Government and subsequently made available for the use of the SP solely in the performance of this Contract.

Government Furnished Supplies and Materials (GFM): Supplies and materials supplied to the SP by the Government for use in performance of this contract.

Government Furnished Property (GFP): A term used in this Contract to mean property in the possession of, or directly acquired by, the Government and subsequently made available for the sole use of the SP in the performance of this Contract.

Government Off The Shelf (GOTS): Software developed for and owned by the Government.

Graphical User Interface (GUI): The use of pictures rather than just words to represent the input/output (I/O) of a program. A program with a GUI runs under some windowing system [for example, X Window System, Microsoft (MS) Windows, Acorn Reduced Instruction Set Computer (RISC) operating system (OS), NEXTSTEP]. The program displays certain icons, buttons, and dialogue boxes in its windows on the screen. The user controls the icons mainly by moving a pointer on the screen, typically controlled by a mouse, and selecting certain objects by pressing buttons on the mouse while the pointer is pointing at them.

Guidance: A statement of direction including, but not limited to, rules, laws, regulations, guidelines, and directives.

I-Manage: Consolidate and streamline Department-wide efforts to integrate financial, budgetary, procurement, personnel, program and performance information.

Information Technology Management (ITM): Activities related to management support of IT related policy development, strategic planning, capital planning, resource management, and special projects.

IS. Information System.

Infrastructure: Identifies the top-level design of communications, processing, and OS software and describes the performance characteristics needed to meet database and application requirements. It includes processors, Operating Systems, service software, and standards

profiles that include network diagrams showing communication links with bandwidth, processor locations, and capacities to include hardware builds versus schedule and costs.

Inspection: Determination and identification of the condition of equipment, facilities, services, systems and all other work output, with reference to contractual requirements.

Integration: The result of an effort that seamlessly joins two or more similar products (for example, individual system elements, components, modules, processes, databases, or other entities) to produce a new product. The new product functions as a replacement for two or more similar entities or products within a framework or architecture.

Integrator: A public or private sector entity that develops, assembles and executes a comprehensive solution to complex information technology requirements.

Interoperability: The condition achieved when information can be exchanged directly and satisfactorily between two or more systems or components

Intrusion Detection System: Provides an additional layer of assurance through the monitoring of network activity to detect and report suspicious, unauthorized, or harmful activities.

Inventory Control: The process of managing, cataloging, and accounting for property provided under this Contract.

Joint Inventory: A physical count of assets conducted by the SP and the Government for the purpose of establishing the quantity and condition of property accountable to the Contract.

Knowledge Management: The systematic process of finding, selecting, securing, organizing, distilling, and presenting information in a way that maintains an ongoing DOE corporate knowledge, that is input to and/or resulting from, the execution of the performance requirements under this PWS.

Lot Size: Number of units or product of output from which a sample is derived.

Maintenance: The support and repair of information technology hardware and software in accordance with applicable specifications, including but not limited to diagnosing failures, performing corrective action to ensure proper operation.

Normal Wear and Tear: Loss or impairment of appearance, effectiveness, worth, or utility of an item that has occurred solely because of normal and customary use of the item for its intended purpose.

On-Site: Repairs or services performed at a customer's location.

Organization: An administrative structure with a mission. The term is used in a very broad sense throughout this document.

Other Direct Costs (ODC): Costs not previously identified as a direct material cost, direct labor cost, or indirect cost. In other words, an Other Direct Cost is a cost that can be identified specifically with a final cost objective that the Offeror does not treat as a direct material cost or a direct labor cost.

Performance Requirements Summary (PRS): The portion of the PWS which documents Contract requirements, the component requirements related to each contract requirement, and the standards and measures of performance.

Performance Standard: A selected characteristic of an output of a work process that can be measured, in order to evaluate SP performance.

Performance Work Statement (PWS): Portion of the Contract that identifies the requirements and objectives.

Phase-in Period: The period(s) during which the SP deals with the transfer of performance

responsibility from existing IT service support contractors to the SP. A 120-day period following Contract start date, during which the SP will prepare to assume full responsibility for performance of the Contract. During this period, the SP shall organize, plan, recruit personnel, train, mobilize, develop procedures, and accomplish all actions necessary to commence performance of the services at the end of the transition period.

Phase-out Period: The 30-day period prior to completion of the Contract. See Section 8.1.3: *Phase-out Period* for further detail.

Planned Sampling: Based on some subjective rationale and sample size arbitrarily determined.

Preventive Maintenance: Systematic and cyclic check, inspection, servicing and repairs of deficiencies, as well as reporting of deficiencies beyond scope of PM. PM includes accomplishment of maintenance and repair.

Program: An organized set of activities directed toward a common purpose, objective, or goal undertaken or proposed by an Agency to carry out assigned responsibilities. The term is generic and may be applied to many types of activities. Acquisition programs are programs whose purpose is to deliver a capability in response to a specific mission need. Acquisition programs may comprise multiple acquisition projects and other activities necessary to meet the mission need.

Project: A single undertaking or task involving maintenance, repair, construction, or equipment-in-place, in which a facility or group of similar facilities are treated as an entity with a finite scope.

Property: Terms "Real Property", "Government Property", "DOE Property", and "Property" include all property under control of DOE or the SP on behalf of DOE. Property includes but is not limited to land, facilities, equipment, supplies, parts, and accessories thereto, and alteration or Facility of any of the foregoing. The relevant FAR definitions are applicable to this contract.

Quality Assurance (QA): Actions taken by the Government to inspect or check goods and services to determine that they meet or do not meet requirements of the Contract. See QASP for further detail.

Quality Assurance Evaluator (QAE): That person responsible for surveying the SP performance.

Quality Assurance Surveillance Plan (QASP): An organized written document used by Government for quality assurance surveillance. Document contains sampling/evaluation guides, checklists, and the Performance Requirements Summary (PRS).

Quality Control (QC): Those actions taken by a Service Provider to control the performance of services so they meet the requirements of the PWS. See Quality Control Plan for further detail.

Quality Control (QC) Plan: SP's system to control the equipment, systems, or services so that they meet the requirements of the Contract.

Random Sample: A sampling method whereby each service output in a lot has an equal chance of being selected.

Reportable Incident: Any event, suspected event, or vulnerability that could pose a threat to the integrity, availability, or confidentiality of systems, applications or data. Incidents may result in the possession of unauthorized knowledge, the wrongful disclosure of information, the unauthorized alteration or destruction of data or systems and violation of Federal or state laws. If such violations are detected or suspected, they are to be reported immediately to a security manager.

Requirement: Effort mandated by this PWS, issued by a DOE CO and performed as directed

by the COR within the scope of the resulting Contract.

Restricted Area: Those areas designated by DOE that require control of personnel for security reasons and/or equipment for protection of personnel, property and information.

Routine Call: A request for service with a response time as defined in the Technical Exhibits.

Sample: A sample consists of one or more service outputs drawn from a lot, the outputs being chosen at random.

Sensitive: Documents, data, information, systems, products, services, items, etc requiring protection and control because of statutory requirements or regulations.

Service Call: Any notification or request for service as defined in the Technical Exhibits.

Service Delivery Model: A Service Delivery Model places total responsibility on the service provider for all component services and products needed to meet the customer's requirements. The customer then comes to the single service provider and selects from a menu of services that best meet their needs. All services provided are governed by a Service Level Agreement between the service provider and the customer that stipulates service quality measures, pricing, and customer recourse for poor performance.

Service Provider: The Government or private sector organization that will serve as an integrator to develop, assemble and execute a comprehensive solution to complex information technology requirements contained in this PWS and resulting Contract.

Service Provider Furnished Equipment (SPFE): That equipment that the SP includes in its offer in order to perform the requirements of the Contract, and that is not covered under GFP. The SP retains title to all SPFE.

Shall: The word "Shall" is used in connection with the SP and specifies that the provisions are mandatory as defined by the FAR.

Site Offices/Locations: Those support locations, offices, and facilities listed in TE-2-1.

Standard Operating Procedure (SOP): A comprehensive narrative description of maintenance and repair methods prepared by the SP or provided by the Government. A set of instructions covering those features of operations that lend themselves to a definite or standardized procedure without loss of effectiveness. The procedure is applicable unless ordered otherwise.

Supplies: Items needed to equip, maintain, operate, and support the requirements of this PWS and the resulting Contract

System: Any entity that has input, process, output and feedback.

Task Order: An order placed for services by the Contracting Officer in accordance with the terms of the contract.

User: A person, organization, or other entity that employs IT related services provided under this PWS and the resulting Contract.

Utilities: Electricity, gas, water, sewage disposal, and steam are types of utilities used under the performance of this PWS and the resulting Contract.

Vulnerability Assessment/Analysis: Identifying, characterizing, and testing potential security exposures.

Workstation: A terminal, desktop, or laptop computer in a network. In this context, workstation is a generic term for a user's machine (client machine).

A.2 Acronyms

ADPE Automated Data Processing Equipment
AQL Acceptable Quality Level
BAO Building Access Only
CA Commercial Activities
CCB Change Control Board
CCP Configuration Change Proposals
CI Office of Congressional and Intergovernmental Affairs
CIAC Computer Incident Advisory Capability
CIO Chief Information Officer
CFR Code of Federal Regulations
CM Configuration Management
CMM Capability Maturity Model
CN Counterintelligence
CO Contracting Officer
COB Close of Business
COE Common Operating Environment
COOP Continuity of Operations Plan
COTS Commercial off the Shelf
CRM Customer Relationship Management
CSPP Cyber Security Program Plan
D Directive
DAA Designated Approval Authority
COR Designated Government Representative
DNFSB Defense Nuclear Facilities Safety Board
DOD U.S. Department of Defense
DOE U.S. Department of Energy
EA Enterprise Architecture
ED Office of Economic Impact and Diversity
EE Office of Energy Efficiency and Renewable Energy
EH Office of Environment, Safety and Health
EIA Energy Information Administration
EM Office of Environmental Management
EPA Environmental Protection Agency
ERP Enterprise Resource Planning
F Form
FAQ Frequently Asked Questions

FAR Federal Acquisition Regulation
FAIR Federal Activities Inventory Reform Act
FE Office of Fossil Energy
FEA Federal Enterprise Architecture
FMR Federal Management Regulation
FY Fiscal Year
GAO General Accounting Office
GC General Counsel
GF Government Furnished
GFE Government Furnished Equipment
GFF Government Furnished Facilities
GFM Government Furnished Supplies and Materials
GFP Government Furnished Property
GOTS Government off the Shelf
GPEA Government Paper Elimination Act
GPRA Government Performance and Results Act
GSA General Services Administration
HG Office of Hearings and Appeals
IAW In accordance with
ID Identification
IG Office of Inspector General
IGE Independent Government Estimate
IM Information Management
IN Intelligence Office
ISDN Integrated Services Digital Network
ISO International Standards Organization
IT Information Technology
ITM Information Technology Management
ITMRA Information Technology Management Reform Act of 1996 (a.k.a. Clinger-Cohen Act)
JFMIP Joint Financial Management Improvement Program
KM Knowledge Management
LAN Local Area Network
M Manual
ME Office of Management, Budget, and Evaluation
N Notice
NARA National Archives and Records Administration

NE Office of Nuclear Energy, Science, and Technology
NETL National Energy Technology Laboratory
NIST National Institute of Standards and Technology
NNSA National Nuclear Security Administration
O Order
OA Office of Independent Oversight & Performance Assurance
OCIO Office of the Chief Information Officer
ODC Other Direct Costs
OMB Office of Management and Budget
OSHA Occupational Safety and Health Administration
P Publication
PCSP Program Cyber Security Plan
PDA Personal Digital Assistant
PDD Presidential Decision Directive
PI Office of Policy & International Affairs
PKI Public Key Infrastructure
PM Program Manager
PMA President's Management Agenda
POC Point of Contact
PRS Performance Requirements Summary
PWS Performance Work Statement
QA Quality Assurance
QAE Quality Assurance Evaluator
QASP Quality Assurance Surveillance Plan
QC Quality Control
QCP Quality Control Plan
RW Office of Civilian Radioactive Waste Management
SC Office of Science
SEI Software Engineering Institute
SO Office of Security
SOP Standard Operating Procedure
SP Service Provider
SPFE Service Provider Furnished Equipment
SPFP Service Provider Furnished Property
SPRO Strategic Petroleum Reserve Office
STD Standard

TA Task Assignment
 TE Technical Exhibit
 WAN Wide Area Network
 WT Office of Worker and Community Transition

APPENDIX B: TECHNICAL LIBRARY

The SP shall fully comply with all current applicable laws, regulations, DOE procedures, and DOE Directives (active series) which are, in part, identified below. The SP shall not consider this list all encompassing and is required to comply with all current and future applicable laws, regulations, directives, manuals, notices, orders, publications, and guidance. Additional specific directives will be identified for each task order. The DOE directives are available at <http://www.directives.doe.gov>. For NNSA specific directives, see <http://www.nnsa.doe.gov/>.

B.1 Applicable DOE Guidance

- DOE M 200.1-1 Telecommunications Security Manual
- DOE M 413.3-1 Project Management and Project Management Manual
- DOE M 471.2-1B Classified Matter Protection and Control Manual
- DOE M 475.1-1 Identifying Classified Information
- DOE N 142.1 Unclassified Foreign Visits and Assignments
- DOE N 203.1 Software Quality Assurance
- DOE N 205.1 Unclassified Cyber Security Program
- DOE N 205.3 Password Generation, Protection, and Use
- DOE N 206.1 Electronic Mail Analysis Capability
- DOE N 430.2 Extension of In-house Energy Management
- DOE N 471.2 Extension of DOE Order 471.2A
- DOE N 473.4 Department of Energy Badges
- DOE O 231.1, Chg. 2 Environment, Safety, and Health Reporting
- DOE O 200.1 Information Management Program
- DOE O 413.3 Program and Project Management for the Acquisition of Capital Assets
- DOE O 414.1A Quality Assurance
- DOE O 420.1 Facility Safety
- DOE O 430.2 In-house Energy Management
- DOE O 451.1A National Environmental Policy Act Compliance Program
- DOE O 470.1 Safeguards and Security Program
- DOE O 471.2A Information Security Program
- DOE P 142.1 Unclassified Foreign Visits and Assignments
- DOE P 413.1 Program and Project Management Policy for the Planning, Programming, Budgeting and Acquisition of Capital Assets
- DOE P 450.4 Safety Management System Policy
- DOE P 450.6 Secretarial Policy Statement, Environment, Safety, and Health
- DOE 2030 Reporting Fraud, Waste, and Abuse to the Office of Inspector General
- DOE 4300.1C Real Property Management
- DOE 4320.2A Capital Management Asset Process
- DOE 5480.4 Environmental Protection, Safety, and Health Protection Standards
- DOE 5610.2 Control of Weapon Data

B.2 Other Applicable Guidance

- [Appropriate Use of the Internet](#), dated February 1996
- [Appropriate Use of the Electronic Mail System and of Employee Duty Time](#), dated June 1996
- [Architectural and Transportation Barriers Compliance Board \(Access Board\)](#)
- [Checklist of Checkpoints for Web Content Accessibility Guidelines 1.0](#)
- [Chief Information Officers Council](#)
- [CIO Council Review and Approval of Limited Personal Use Policy](#), dated March 1999
- [Clinger-Cohen Act](#)
- [Computer Security Act of 1987](#)
- [Curriculum on Web Content Accessibility Guidelines](#)
- [Cyber Security Architecture Guidelines](#) - final version, dated May 2000
- [Cyber Security Program Plan \(CSPP\) Template and Guidance](#), dated November 5, 1999. Comments or questions may be directed to: The Office of Cyber Security (202)-586-1077.
- [DOE e-Government Strategic Plan: A Road Map for Delivering Services](#)
- [DOE Guidance for Preparation of Acceptable Use Agreements for Users of Computational Resources](#), dated December 1995, Revised June 1998
- [DOE Guidance for Providing Information to the Public via Public Access Servers](#), dated November 1995, Revised June 1998
- [DOD D 8500.1 - Department of Defense Information Assurance](#)
- [E-FOIA/FOIA](#)
- [The E-Government Act of 2002](#)
- [Executive Order 13010 of July 15, 1996](#) - Critical Information Protection
- [Executive Order 13011 of July 16, 1996](#) - Federal Information Technology
- [Executive Order 13064 of October 14, 1997](#) - Amendment to Executive Order 13010, Critical Information Protection
- [Executive Order 13103 of September 30, 1998](#) - Computer Software Piracy
- [Executive Order 13111 of January 12, 1999](#) - Using Technology to Improve Training Opportunities for Federal Government Employees
- [Executive Order 13130 of July 14, 1999](#) - National Infrastructure Assurance Council
- [Executive Order Search](#) - from the Whitehouse Web Page
- [Federal Acquisition Regulation](#)
- [Federal Acquisition Regulation, Electronic and Information Technology Accessibility](#)
- [Federal Activities Inventory Reform \(FAIR\) Act, P.L. 105-270](#)
- [Federal Enterprise Architecture](#)
- [Federal Information Security Management Act \(FISMA\)](#)
- [Federal Information Technology Accessibility Initiative \(FITAI\)](#)
- [Federal Management Regulation](#)
- [Freedom of Information Act](#)
- [Government Paper Elimination Act \(GPRA\)](#)
- Information Management Strategic Plan ([WordPerfect](#)) ([PDF](#))
- [Government Performance Results Act of 1993](#)
- [International Standards Organization](#)
- [Interpretation of the Electronic and Information Technology Accessibility Standards](#)

- [NIST 800-37](#) – Guidelines for the Security Certification and Accreditation of Federal Information Systems
- [Joint Financial Management Improvement Program](#)
- [Occupational Safety and Health Administration \(OSHA\)](#)
- [OMB Circular A-11 \(Part 7\) - Preparation, Submission and Execution of the Budget](#)
- [OMB Circular No. A-76 – Performance of Commercial Activities](#)
- OMB Circular A-109 - Major Systems Acquisitions
- [OMB Circular A-123 - Management Accountability and Control](#)
- [OMB Circular A-127 - Financial Management Systems](#)
- OMB Circular A-130 - Transmittal Memorandum #4, Management of Federal Information Resources ([HTML](#)) ([PDF](#))
- [Paperwork Reduction Act of 1995](#)
- [PKI](#) - NIST Public Key Infrastructure Program
- [Presidential Decision Directive 63 \(PDD-63\)](#) - Protecting America's Critical Infrastructures- dated May 1998
- [President's Management Agenda](#)
- [SEC. 508. Electronic and Information Technology](#)
- [Software Engineering Institute \(SEI\)](#)
- [Use of Warning Banners on Departmental Computer Systems](#)> signed by John M. Gilligan, dated June 17, 1999
- [Web Content Accessibility Guidelines 1.0](#)
- [World Wide Web Consortium \(W3C\) Accessibility Initiative](#)

C.2 General Management Requirements in Support of the Performance Work Statement

(a) SP Program Manager

The SP shall provide as key personnel a SP Program Manager (PM) and designated alternate(s), who shall be responsible for the performance of the work. The designated alternate(s) shall act for the SP in the absence of the PM. The names of these key personnel shall be included in the proposal.

The PM shall be the SP's authorized representative for the technical and administrative performance of all services required under this PWS. The PM shall be the first Point of Contact (POC) for contractual or administrative questions or difficulties that arise related to this PWS and the resulting Contract. The PM shall be the primary point through which communications, work assignments, and technical direction flow between the Government and the SP.

The PM shall be available during normal hours of operation to plan, direct, and control the overall management and operational functions specified herein. The PM shall provide the necessary level of contract management and administrative oversight to achieve the quantitative and qualitative requirements of this PWS.

The PM or designated alternate shall be available within 30 minutes during normal work hours to meet with the COR, in person or as otherwise agreed upon by the COR, to discuss problem areas. After normal working hours, the PM or designated alternate shall be available within 60 minutes after notification to coordinate any necessary actions.

(b) Service Provider Management Requirements

SP responsibility shall include all planning, programming, administration, management, and execution necessary to provide the specified services. The SP shall ensure that all work efforts meet the requirements of Contract provisions and PWS *Section 3: Performance Objectives and Measures, TE 3-2: PRS*, or in applicable referenced documents, directives, and regulations.

The SP shall perform all related administrative services required to perform work including, but not limited to, material requisitioning, Quality Control (QC), financial control (cost control/savings), status/tracking reports, and correspondence. The SP shall also maintain accurate and complete records, files, and libraries of documents to include, but not limited to, Federal, state, and local regulations, codes, laws, technical manuals, and manufacturer's instructions and recommendations, which are necessary and related to the functions being performed. The SP shall support DOE during audits and inspections, and provide support and responses to audit and inspection items (internal and external).

(1) Personnel: SP personnel shall follow all relevant guidelines as published by the Government.

SP personnel shall meet relevant DOE security requirements as identified in *TE 5-1: Security Clearance Requirements*. This TE does not mandate the number of personnel requiring security clearances, but illustrates the percentage of work requiring the stated security clearances. The SP shall provide a sufficient number of personnel possessing the skills, knowledge, and training to satisfactorily perform the services required by this PWS for each specific functional area. For SP training responsibilities are addressed below.

The SP shall maintain a sortable on-line employee roster accessible to the COR of individuals who will perform work under this PWS. The roster shall include the data specified below. The roster shall be updated for each change within five (5) working days of its occurrence. The SP shall also provide a quarterly personnel report to the CORs with the following information:

- Employee Name
- Labor Category/Job Title
- Government/Contractor/Sub-Contractor Name
- Size of Business (Large, Small/Small Disadvantaged, etc.)
- Organization Code Being Supported (IM-12, SO-33, etc.)
- Functional area of the Contract/Task Order (TO)
- Sub-Task Assignment Number being supported
- Security Badge Level (Q, L, Building Access Only (BAO))
- Phone Number
- Facsimile Number
- Site Location/Address
- Room Number
- Mail Stop
- E-mail address

In addition, DOE currently maintains an integrated electronic directory, which includes DOE Federal, other Federal, and contractor personnel. Employees requiring services from DOE (e.g., a user ID, a badge, an e-mail account, etc.) will only be provided the requested service if they are in this integrated directory. To accomplish this, the SP shall have employees requiring DOE services provide information to the directory. The SP shall provide data as new employees are assigned to task assignments and also remove employees from the directory upon departure.

The SP shall submit an organizational chart showing the SP's functional responsibilities and the Employee Locator Log/Directory.

The SP shall be responsible for all new and recurring training of SP personnel in such a manner as to ensure all tasks required by this PWS are performed properly. The Government will provide training for DOE proprietary requirements.

The SP shall conduct or provide to their employees detailed instruction on Government policies and regulations in areas such as employee conduct ethics, safety, security, health, fire prevention, and the environment as they pertain to the operations specified in this PWS. The SP shall develop, implement, and maintain written guidelines or standard procedures necessary for effective accomplishment of PWS requirements. The SP shall comply with all Privacy Act regulations governing personal and private information.

(2) Administration

The Government has the right to restrict and control access to its facilities, property, and data, including those that are identified in this PWS. Access privileges will be tailored to individual SP personnel responsibilities. The Government will be the final authority in determining access privileges. The Government's exercise of its right to grant and revoke the access of particular individual(s) to its facilities, or parts thereof, shall not constitute a breach or change to the Contract, regardless of whether said individual(s) are employed by the SP, and regardless of whether said individual(s) are precluded from performing work under the resulting Contract.

SP personnel shall coordinate with Government personnel and other Government contractors performing required services in areas associated with the requirements of this PWS. Some examples include, but are not limited to, personnel performing security functions, audits, inspections, delivery services, construction, and telecommunication services. The SP shall schedule operations so as to minimize interference with other Government work.

The Government will facilitate initial contact between the SP and other contractors performing work for DOE. The SP shall provide all further required coordination with other contractors for any task specified in this PWS that relates to or impacts any other contracted work. The SP may be responsible for support services to other contractors within the scope of this PWS as required by the Government.

The SP shall develop and document a problem escalation process, which must be approved by the COR. The SP shall notify the COR of unresolved disputes in receiving support from or providing support to customers or other contractors within two (2) business days from the time

the dispute occurs, unless otherwise specified in *Section 3: Performance Objectives and Measures*.

(3) Records Maintenance and Reporting

The SP shall create and maintain files (e.g., records, reports, and logs) documenting the processing of work and associated information. Access to this information shall be governed by Federal laws, regulations, and the direction of the COR.

The SP shall make files available to the COR upon request within five (5) business days of receipt of the request. The Government retains ownership of all files. The SP shall provide long-term storage of inactive files and destroy obsolete files in accordance with National Archives and Records Administration (NARA) regulations. The SP shall maintain all records including files, documents, desk guides, and working papers provided by the Government and/or generated for the Government in the performance of this PWS and all records become and remain Government property. These records shall be maintained in a format approved by the COR. In the event of default, or non-performance, the Government will have access to records in order to ensure mission support is not interrupted. All such records shall be turned over to the Government at the completion or termination of the Contract.

The SP shall respond to DOE requests for information, including scheduled (programmed) and ad hoc (un-programmed) requests, from the COR. The SP shall refer all requests for support to the COR if received from other Government personnel prior to responding. The SP shall submit to the COR programmed and un-programmed information, subject to Government review for adequacy, utilizing the following criteria:

- Complete: To include all information
- Accurate: Factual and correctly tabulated data
- Preparation: In accordance with applicable publication, or other specified format
- Authorized: Name and signature of PM
- Timely: Provided within the specified time frames
- Distribution: Provided to the specified recipients

As required, the SP shall report work accomplished under the scope of the PWS and shall furnish the workload data to the COR in letter and electronic format by close of business (COB) on the fifteenth calendar day of the following month. The workload data shall be in a format compatible with Government accounting systems and subsystems (as they may change from time-to-time) and workload analysis Automated Information Systems (AIS) where such exist. The workload data shall reflect all work accomplished by the SP's project staff directly expended with applicable costs attributed to appropriate tasks. Functional area workload shall be severable by task order. The workload data shall be subject to review and comment by the COR and shall be updated as required. The SP shall furnish all recurring contract data and information.

Upon notification by the COR, the SP shall provide management and technical information including, but not limited to, technical evaluation of suggestions, input for staff studies, fact sheets, audits, Congressional inquiries, one-time reports, materials, equipment, facilities, property inventories and other listings, and equipment maintenance records. This may also

include recommendations for amending, revising, or originating Government regulations or policies pertaining to the scope of this PWS; information requested by Government personnel performing official duties, to include monitoring PWS compliance, responses to Government and other contractor personnel conducting information and communication systems site surveys; information systems fielding; and communication engineering and construction as required by the Government. All ad-hoc reporting requirements will be specified and funded at the task level, except those reporting requirements specified by the Master Contract. Those reporting requirements can be found in *DOE F 1332-1: Reporting Requirements Checklist*.

The SP shall provide an on-line tracking report that provides the COR with a current record of all financial information and transactions from time of award to Contract/task order closeout. This should address total costing including obligated or de-obligated funding associated with each task order and any new funds supporting task modifications, funding amount that is invoiced for labor or services, Other Direct Costs (ODCs), any Incentive/Award Fees (if applicable) by task order level. Also the tracking system shall have the most current Contract/task order Statement of Work and Surveillance Plan associated with the issued task assignment, and SP approved Management Plan. The level of detail required for this report is subject to change at the discretion of the COR.

The SP shall ensure that all generated technical records, reports, files, and other documentation are complete and made available to the COR during the performance of the work contained in the scope of the PWS and the resulting Contract.

The SP shall not release any news (including classified and non-classified information, photographs and films, public announcements, or denial or confirmation of same) or IT related information of any subject matter within this PWS or any phase of any program herein to the media or any other unauthorized individuals without the prior written approval of the COR. The SP shall provide support to the COR as directed by task order for Freedom of Information Act (FOIA) requests and refer FOIA inquiries to the COR.

All records, files, reports, and data deemed proprietary by the SP shall be marked accordingly. The Government will make the final determination of the appropriateness of proprietary claims by the SP. See the contract clause "Marking" in Section D of the contract.

The Technical Library contains references of all Government regulations, publications, and guidance cited in this PWS. The SP shall become acquainted with and comply with all Government regulations as posted, or as required by the COR. Regulations, manuals, and technical documents applicable to this PWS are listed in *Appendix B: Technical Library*. The SP shall request through the COR supplements, updates, and other publication requirements in direct support of this PWS.

(c) Security Requirements

The SP shall ensure security by adhering to the following subsections and the relevant clauses of Sections G and I of the contract.

The SP shall identify a single POC for security issues and provide this information to the COR within ten (10) calendar days of Contract award. Notification of any changes in responsible

individuals shall be given to the COR no later than 15 calendar days prior to the change. The SP shall be in compliance with DOE Security Orders as listed in *Appendix B: Technical Library* for all security-related matters.

Compliance by the SP shall be mandatory for security access requirements to restricted areas that include, but are not limited to, communication centers, nuclear facilities/related sites, computer centers, and research and development areas. The SP shall clear requests for work in restricted areas with the Government's Security Officer. A list of Government security POCs will be furnished to the SP prior to the Contract start date.

SP personnel are required to obtain security clearances in accordance with *TE 5-1: Security Clearance Requirements*. DOE has final authority on determining an individual's security clearance eligibility. The SP shall submit requests for security clearances for staff. The SP shall, prior to submitting an employee for security clearance, perform a preliminary criminal and financial background check of prospective employees who may be performing services defined in this PWS to assure that the employee being offered the position will be able to obtain the required DOE security clearance.

SP personnel shall wear an ID security badge issued by DOE at all times while on-site, as implemented by facility regulations. The SP shall ensure that employees return these security badges upon termination or reassignment to another location and notify the appropriate DOE security office that the employee will no longer require on-site access. The SP shall update the Employee Roster with any changes.

DOE has final authority on determining an individual's security clearance and site access eligibility. All personnel assigned to IT functions as described in this document must be U.S. Citizens. The SP shall identify (on the SP Employee Roster) those employees who require access to restricted areas or classified information, and shall obtain and maintain the appropriate security clearances as identified in this solicitation.

The Physical Security Plan shall be established in accordance with the requirements of DOE Headquarters and Field Organizations. The SP shall submit the Physical Security Plan to the COR for approval within 30 calendar days after Contract award. The plan shall outline procedures to provide internal safeguards for the security of all GFP and all property in the possession of the SP for the performance of required services. The SP shall update the plan as changes occur and shall submit a copy of the proposed plan to the COR for approval no later than 30 calendar days prior to the proposed effective date of the updated plan. The SP will be subject to unannounced physical security inspections by the COR.

The SP shall develop an Information Security Plan in compliance with DOE Headquarters and Field Organization regulations. This plan shall provide for the control of classified information related to handling and accessing classified information and control of all computer security and communications security utilized within the scope of this PWS. The SP shall submit the Information Security Plan to the Government for review 30 calendar days prior to full performance beginning (contract start date) and implement the plan at Contract start in all facilities.

The SP shall establish and maintain on file a written Key Control Plan to ensure that keys or

other access means (such as access badges, pass codes, biometric access, etc.) issued to the SP by the COR are not lost, misplaced, or used by unauthorized persons. This Key Control Plan shall also include the names of individuals and the special access areas to which they are authorized by using their badge or other special access means. This plan shall be provided to the COR for review 30 calendar days prior to the Contract start. The SP shall revise and implement the plan upon request from the COR. The SP shall update the plan as required and as requested by the COR. The SP shall maintain records as required by DOE regulations to ensure accountability of keys and authorized access.

Master/file keys for buildings will only be issued to SP employees performing services under the scope of this PWS and resulting Contract. Building numbers or room numbers shall not be placed on master/file keys. Keys shall be coded so as to identify facilities, buildings, or room numbers. The SP shall provide two (2) copies of the key inventories to the COR within five (5) business days of the date of request. The SP shall not duplicate Government keys unless authorized in writing by the DOE Physical Security Officer.

The use of Government keys or other access means issued to the SP by any person other than authorized SP employees is prohibited. The SP shall not permit entrance to locked areas to any person other than SP personnel engaged in performance of work in those areas without written authorization by the COR. The COR will have access to any Government-owned property under the control of the SP.

The SP shall report any occurrence of lost keys, lost badges, or unauthorized access to the COR within 30 minutes of discovery of the loss or unauthorized access. The SP shall provide the COR a written report by COB the next business day or as otherwise directed by the COR. The report shall contain the key number, location(s) accessed by the key, date the key was discovered missing, name of person signing for the key, immediate risks and mitigation, and any other relevant details.

(d) Other General Information

(1) Certifications, Licenses, and Permits

The SP shall obtain all necessary certifications (non-personnel), licenses, and permits required for performance of work and for complying with all applicable Federal, state, and local laws and regulations. Such documents shall be kept on file and returned to the Government upon expiration or termination of the Contract. The SP shall provide the COR with a copy of any SP/Subcontractor insurance policy or license associated with non-governmental facilities used in connection with the performance of the work detailed in this PWS per request of the COR.

(2) Warranty Maintenance

Before the Contract start date, the Government will provide the SP with the records of all Government owned property and equipment that is under warranty and used, managed, or supported under the resulting Contract. The records will identify the item, the nature and expiration date of the warranty, and the name and location of the firm to contact about entitlement under the warranty. The SP shall provide the Government with copies of warranty

records on any items of equipment or repair items to which the Government will take title or which will be installed on Government property. The Government will maintain a record copy of all warranties.

The SP shall monitor and track all Government owned equipment falling under the maintenance responsibility of this PWS. The SP shall exercise existing manufacturers' commercial warranties on all Government equipment, including warranties on existing equipment, equipment replacements, and new equipment acquired under this PWS and by other contractors. The SP shall report to the COR difficulties encountered in the enforcement of warranties and instances in which the costs of enforcement would exceed the benefits derived. The SP shall submit a warranty plan in line with the task assignments.

Existence of a warranty does not relieve the SP of his responsibility to perform work needed to prevent potential damage to personnel/property or to prevent unnecessary shutdown of facilities/functions. The SP shall inform the Government in writing of all warranty actions involving GFP.

(3) Inspection by Government Agencies

The SP shall provide access to GFP and cooperate with visiting Government personnel conducting official inspection visits and surveys at the facilities. Inspection visits will be made by agencies including, but not limited to, the Office of Inspector General, General Accounting Office (GAO), Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and other DOE inspection organizations.

The SP shall notify the COR of planned visits, investigations, or corrective actions required by Federal, state, and local agencies. The SP shall notify the COR by phone within 30 minutes of unannounced arrival of any agents of any regulatory agency at Government facilities operated by the SP.

The SP shall submit a written report to the COR, by COB on the next workday following completion of an inspection/visit, to include the name(s), ID number(s), agency(s) of the inspector(s), reason for visit, and any remarks made during the visit. The SP shall include a copy of all reports received and, if samples or photographs are collected, examples of the samples provided or photographs taken. A statement signed by the SP validating their authenticity shall accompany samples.

(4) Disaster Recovery, Emergency Situations, and Special Events

Disaster Recovery support shall be in accordance with *Section 3: Performance Objectives and Measures*. Emergency situations (including, but not limited to, disasters of any kind whether natural disasters, accidents, or terrorist-related in nature) may necessitate the SP to operate on an extended schedule (including days or shifts not normally scheduled), curtailed basis, at a different level of service, or not at all. This includes changes in security condition levels for the facilities, which impact normal operations. The SP shall perform emergency support as required by the COR on a task basis. The SP shall establish and maintain a notification system capable of

notifying SP key personnel of critical system failures and security alarms during non-duty hours. The SP shall develop and submit to the COR for approval the SP's Emergency Situations and Contingency Operations Support Plan within 30 days of Contract start date.

Extreme weather conditions and natural disasters (such as tornados, flooding, snow, and ice) may warrant temporary office evacuation or office closure. The SP shall respond to extreme weather conditions according to COR direction, and shall inform all employees of these instructions. During normal duty hours, notification of facility closures will be given through normal chain of management. During non-duty hours, notification will be made through local radio and television channels. Facility closings shall in no way interfere with the SP operation and maintenance of the critical systems. All SP employees identified as essential personnel shall remain on duty or report for duty in accordance with the Emergency Situations and Contingency Operations Support Plan.

The SP shall participate in all scheduled and unscheduled fire drills or other scheduled safety and emergency-training exercises, which may necessitate interrupted services unless directed otherwise. Such interruptions will be considered when assessing SP performance for the affected period. Drills and other scheduled training that requires the SP's support outside the normal duty hours of this PWS to support these events may be subject to an equitable adjustment for the affected period upon the SP providing sufficient documentation justifying the basis for the equitable adjustment. Interruptions or disruptions that result from participation or support of these events during normal working hours will not be considered a basis for an equitable adjustment.

(5) Environmental Protection/Conservation of Utilities and Resources

The SP shall comply with all Federal, state, and local environmental protection laws, regulations, and standards. The SP shall instruct SP employees in utilities conservation and recycling practices maintained within Government facilities. The SP shall comply with the various DOE facility/ installation energy conservation plans and participate in those energy conservation activities.

(6) Safety and Occupational Health

All work shall be conducted in a safe manner and in compliance with but not limited to OSHA, EPA, and DOE requirements. Failure to comply with all applicable Federal, state, and local laws and regulations may result in a Stop Work Order for the affected work as issued by the CO. The SP shall maintain and report to the Government an accurate record of accidents and incidents resulting or causing injury or death and accidents resulting in damage to Government property, supplies, and equipment.

(7) Travel Requirements

Completion of the task orders described in this PWS will require the SP to travel within the Washington, D.C. metropolitan area and other field locations. The Government may or may not

be required to reimburse the contractor for local travel, based on approval of the COR. Some long distance travel may be required. Such travel must be approved in advance by the COR, and will be included in the task order as an ODC.

General Contract-Level Performance Measures

<p>The objectives set out above will have the following performance standards and expectations. The Performance Requirement Summary at TE-3.2 contains industry-standard measures at the contract level.</p> <p>FAILURE TO MEET THESE EXPECTATIONS WILL RESULT IN THE SERVICE PROVIDER CORRECTING DEFIECIENCIES AT NO ADDITIONAL COST TO THE DEPARTMENT</p>	
Performance Standards	Quality Expectations
Completeness	All submissions will be 100% complete and compliant with all applicable regulations, DOE Orders and PWS section B.2.
Accuracy	All information submitted will be 100% accurate.
Effectiveness	All deliverables must contribute to the overall success of the PWS and Task Order
Timeliness	All deliverables will be on time and within schedule.
Cost	All tasks will be performed within the funding limit provided in each fully-funded Task Order.

(e) Government Furnished Property and Services

The Government may provide facilities, utilities, equipment, parts, supplies, and materials described in *TE 6-1: Government Furnished Facilities*, *TE 6-2: Government Furnished Equipment*, and *TE 3-5: SP Supported Software and Applications*. GFP for the purposes of this PWS consists of, Government Furnished Facilities (GFF), Government Furnished Equipment (GFE), Government Furnished Supplies and Materials (GFM), and Government Furnished Utilities placed in the SP's custody. Property for which the SP shall be responsible for maintenance and support, but which remains in Government custody, will be specified by task; a representative list is in *TE 3-4: SP Supported Equipment*. The Government may also provide

certain services to the SP. The SP shall not use GFP or services for any other purpose than execution of work under the scope of this PWS. All ODCs, to include the refresh function, will be funded by the Government when authorized by the COR in connection with the specific task order. Additional detail is provided in Section H of the Contract.

(1) Service Provider Accountability

The SP shall become accountable for GFP when the COR transfers it from the Government accountable records to the SP, in compliance with normal DOE procedures. The SP shall meet property administration requirements contained in Federal Acquisition Regulation (FAR) Part 45 and applicable DOE regulations. The SP shall not remove GFP from DOE property or other supported areas without written approval from the COR.

(2) Inventory Management

The SP shall attend a phase-in GFP transfer and inventory meeting with the COR. The Government will schedule the meeting prior to the Contract start date. Within ten (10) business days of the start of any task with GFP involved, the SP shall conduct a phase-in joint inventory in accordance with DOE procedures in force at each affected DOE site. This inventory shall include, but is not limited to, GFF, GFE, and GFM. Activities to be inventoried will be designated by the COR. This provision does not preclude prior inspection of GFP by the SP. The operational or conditional status of all GFF and GFE shall be determined. Any item found to be broken or not suitable for its intended purpose shall be recorded. The COR and the SP shall certify the joint inventory as being accurate. The SP shall keep the inventory listing current in accordance with FAR Part 45.508 and applicable DOE regulations, orders, and directives.

(3) Periodic Inventory

The SP shall establish and maintain records of GFP in use by the SP. The records shall be maintained in accordance with the functional guidance for the automated system in use or manually in accordance with the instructions contained in the FAR Part 45.508 and DOE regulations, orders, and directives. The COR shall review the records system and direct the SP to make appropriate changes to the record system established by the SP. Upon approval by the COR, the records system shall become the SP's official GFP control system. It shall remain in use until termination of the Contract or written withdrawal of approval by the COR.

The SP shall conduct an annual physical inventory of all non-expendable, durable GFP. The SP shall inventory accountable items in accordance with FAR Part 45. The SP shall also submit a report of the results of the physical inventory to the COR within ten (10) business days of inventory completion. The SP shall conduct special inventories as requested by the COR. The SP shall prepare recommended changes to the inventory and provide them to the COR within 30 calendar days of inventory completion.

(4) Phase-Out Inventory

The SP shall attend a phase-out GFP transfer and inventory meeting with the COR. The Government will schedule the meeting approximately 60 calendar days prior to Contract completion or termination date for any requirement involving GFP.

One month prior to completion or termination of the Contract, an inventory of all GFP shall be conducted by the SP and observed by the Government in accordance with FAR Part 45.508. The Inventory shall include the same data as required for the initial inventory.

During the final inventory, all GFP shall be jointly inspected. All valid discrepancies shall be noted and may be corrected by one or both of the following methods at the Government's option. The SP shall correct noted discrepancies prior to Contract expiration, or, the cost of repair shall be deducted from the final payment, in accordance with Federal Property Regulations. The COR will determine the validity of the discrepancies.

At the completion of the Contract, the SP shall return the same property or property equal in type, kind, quality, and quantity of items as originally furnished by the Government and accepted by the SP less assets disposed of in accordance with the direction of the COR. Government property shall be in the same or better condition as when originally furnished, less normal wear and tear.

(5) Security

The SP shall be responsible for the physical security of GFP in the custody of the SP based on the requirements of this PWS. The SP shall secure all GFP when not occupied by SP personnel. The SP shall maintain an activity security checklist for each individual facility as part of the SP's Physical Security Program.

(6) Change of Status for GFP

When GFP is no longer required or suitable for intended use, or has reached the end of its economic life, the SP shall prepare and provide a recommendation for disposition to the COR for approval and disposition directions. Upon approval, the SP shall process the items in accordance with applicable Federal regulations (e.g., DOE guidance, Federal Management Regulation (FMR) and other General Services Administration (GSA) regulations). All property furnished under and all scrapped IT equipment resulting from this PWS and the resulting Contract shall remain the property of the Government.

(7) Government Furnished Facilities

The Government may furnish or make available to the SP facilities listed in *TE 6-1: Government Furnished Facilities*. This list describes a representative sample of the Government Furnished (GF) office and storage space which may be made available for the use of the SP's staff. Office space for administrative staff will include approximately 100 square feet of space per person.

The SP shall not relocate activities or operational units within assigned facilities unless approved by the COR.

The SP shall make no modifications to the GFF under this PWS without prior approval of the COR. Damages to Government facilities that are determined to be the fault of the SP shall be repaired at no expense to the Government as directed by the COR. The SP shall return facilities to the Government in the same condition as received, except for normal wear and tear and approved modifications.

The GFF will be in compliance with OSHA Standards. The SP is otherwise responsible for ensuring the assigned workplace and work practices comply with OSHA standards. If a latent hazard is later discovered, the Government will restore the area to acceptable OSHA standards at no cost to the SP. The SP is responsible for operating an occupational safety and health program to prevent accidents to SP employees, the public, and DOE personnel.

The Government reserves the right to reallocate and relocate assigned facilities during the term of the Contract. Upon completion or termination of this Contract, or during such reallocation/relocations, GFF shall be returned to the Government in the same condition as received, except for normal wear and tear and approved modifications in accordance with FAR 45.508.

Authorized Government personnel shall have access to all GFF used by the SP. Government personnel may perform unscheduled visits during normal working hours. Access by other Government personnel shall be in accordance with facility procedures and policies and the Physical Security Plan outlined above.

(8) Government Furnished Utilities

The SP shall have access to the utilities at the GFF locations. Types of utility services may include electricity, gas, water, sewage, steam, fuel oil, and liquid propane gas. All facilities do not receive the same utility services. The SP shall not change or modify any utility system or component without prior Government review and written approval.

(9) Government Furnished Equipment

Government Furnished Equipment is equipment provided to the SP for use in performing work specified in this PWS. The SP shall not use GFE for any other work unless prior authorization is received from the COR. The Government may make available to the SP, on a one-time basis, in "as is" condition, GFE similar to that listed in *TE 6-2: Government Furnished Equipment*. Any additional equipment deemed necessary by the SP outside of the GFE listings shall be procured at the expense of the SP, will remain property of the SP, and will not be charged directly to this Contract.

The SP shall prepare the forms required for justification, deletions, and changes to GFE items authorized on the joint inventory in accordance with FAR Part 45. The SP shall furnish to the COR, upon request, a listing of all non-expendable GFE in the format provided in the GFE listing attached to the Contract.

The Government retains the right to withdraw any GFE at any time during the performance of the Contract. Additionally, all items of equipment will be deleted from GFE listing upon disposition in accordance with FAR Part 45. Any such disposition of GFE will be accomplished in accordance with the Contract General Provision entitled "Government Property". If replacement equipment is required to perform work required in this PWS and resulting Contract, the SP shall submit a proposal to the COR for approval for replacement of the disposed equipment.

The SP shall submit to the COR written documentation for justifying new or replacement equipment purchases for which the COR has indicated Government responsibility. Upon approval of the COR, the SP is authorized to purchase the equipment for the Government under this PWS. If replacement is required due to SP negligence or misuse, the SP shall reimburse the Government for the full replacement cost. Equipment purchased by the SP at Government expense for the Government shall be added to the SP's property control inventory and returned to Government control after completion of the Contract. See subparagraphs C.2(f)(1) and (2) below for additional information on this topic. All ODCs, to include the refresh function, will be funded by the Government when authorized by the COR at the task level. Additional detail is provided in Section H of the Contract.

(10) Government Furnished Services

(i) Emergency Services

The SP shall have access to the Government emergency services available at GFF locations. In the event an SP employee suffers a serious or life-threatening injury, emergency treatment will be provided as the first point of medical care. Transfer to other than Government medical treatment facilities shall be accomplished as soon as possible and as determined by attending medical authorities.

The Government will provide fire prevention, fire protection and inspection of GFP, and maintenance of GF fire extinguishers and systems. The SP shall cooperate with all fire programs, drills, and instructions. Where applicable, the Government will provide the security protection of the local Federal security contract to the SP while on Government property. The SP shall cooperate with all security programs, drills, and instructions.

(ii) Communications

The SP shall have access to the Government communication services available at GFF locations. SP personnel shall not relocate GF telephone communications equipment, nor change in any way the telephone distribution system except at the direction of the COR. Whenever changes to communication services are required, to include changing locations of extensions and adding and deleting phone lines, the SP shall prepare and submit a request to the COR. The SP shall obtain Government approval before connecting or disconnecting any Service Provider Furnished Equipment (SPFE) to GF communications systems, lines, or equipment.

The SP shall not utilize the GF communication services for any action not directly associated with the requirements of this PWS. Video-conference facilities in operation on DOE sites will be available for SP use according to local policies in performance of official functions as

required by this PWS. The Government will provide telephone service for official use only through the Government system for on-site, local area, and long distance calls for purposes of performance of the work identified in this document.

(iii) Mail and Other Correspondence

The SP shall have access to the internal and external Government mail services available at GFF locations. The SP shall return all misdirected mail to the central location. The Government will pay all postage, shipping, and handling fees generated by the SP in providing official Government services required by this PWS and the resulting Contract. The SP shall be responsible for all other postage, shipping, and handling fees.

(f) Service Provider Furnished Property and Services

The SP shall furnish all property not specifically identified as GF in a Task Order (a representative sample is included in *TE 6-2: Government Furnished Equipment*) necessary to comply with the requirements of this PWS according to proper guidelines for limited access facilities. Property may include, but is not limited to, IT equipment, systems, applications, supplies, repair parts, badges, and timekeeping systems. The SP shall ensure that the SP's systems are compatible with DOE systems and architecture unless otherwise directed by the COR.

Government property shall be kept physically separate from SP-owned property to the maximum extent possible at the direction of the COR. When advantageous to the Government and consistent with the SP's authority to use such property, and with the approval of the COR, the property may be mixed. Within 30 calendar days after completion or termination of this PWS, the SP shall remove all SP-owned equipment, tools, supplies, materials, and other items from the facility locations. The Government shall not be responsible for any SP-owned property left after Contract completion or termination.

(1) Facilities and Utilities

The SP may request additional GFF upon determining a need for them. The SP shall include specifications and justification for the needed facilities in the request to the COR. If the request is approved, the COR will determine the availability of suitable facilities. If no facilities are found, the SP may submit proposed locations and associated costs. Facilities and utilities required by the SP to supplement those provided as GF will be obtained at the SP's expense, except as authorized by the COR.

(2) Equipment and Supplies

Upon approval by the COR, the SP may furnish equipment and material, including IT and administrative equipment, not furnished by the Government. Equipment condition shall not relieve the SP of any responsibility to provide services as required in this PWS. Tools and equipment acquired by the SP at SP cost to supplement those provided as GF shall remain the

property of the SP upon termination or completion of the Contract, except as otherwise directed by the COR. All ODCs, to include the refresh function, will be funded by the Government when authorized by a specific task order. Additional detail is provided in Section G of the Contract.

All SP furnished materials, supplies, parts, etc., shall meet manufacturer specifications or Government approved deviations. The SPFE shall meet the same safety requirements as those established for Government equipment.

(3) Services

The SP shall obtain those communication services required to perform work specified in this PWS that are not GF to include, but not limited to, cellular telephones, pagers, and PDAs. SP communication services will be subject to standard monitoring requirements of the Government communications network. Exceptions may be authorized by the COR.

(g) Phase-In Continuity Of Operations

See also the Section H clause “Continuity of Services.” In order to ensure the smooth phase-in to SP performance and to prevent possible decreases in productivity or service quality, the Government will provide, at a minimum, a 60 calendar day phase-in period following contract award, not to exceed 120 calendar days. The end of the phase-in period coincides with the Contract start date and precedes the assumption of full SP responsibility. During this phase-in period, the Government will make available to key SP personnel a COR familiar with the operations, processes, and functions to be performed. The Government will make all facilities and equipment accessible to the SP for a maximum of 60 days prior to the Contract start date. During the first 30 days of this period, the SP's personnel will be permitted to observe any IT operations at DOE facilities. This service is being made available, if applicable, to explain procedures for conducting Government business, show the SP the worksites, and introduce the SP to customer representatives.

During the phase-in period, the SP shall organize, plan, recruit personnel, train, mobilize, develop procedures, and accomplish all actions necessary to commence performance of the services at the end of the phase-in period. The Government will provide the CO with a list of adversely affected employees as required by OMB Circular A-76 and FAR 7.305(c) regarding the Right of First Refusal in the event of a private sector performance decision.

During the phase-in period, the SP shall:

- Establish the Project Management Office
- Recruit and hire necessary personnel
- Obtain all required certifications
- Obtain required clearances, including personnel security clearances (this process generally takes 6 to 18 months)
- Participate in joint inventories and sign for GFP
- Develop and submit any required deliverables
- Attend post-award meetings as required

- Accomplish any necessary training to support the Performance Objectives and Measures listed in *Section 3: Performance Objectives and Measures*
- Create SOPs for each functional area covered under this PWS unless otherwise provided by the Government. Content could include: QC, hours of operation, work assignments, approval authorities, work flow, functional relationships between the Government and the SP and between the SP's organizational elements, and any other information needed for efficient and uniform performance

(1) Phase-In Plan

The SP shall submit a Phase-In Plan with its proposal that addresses all the aforementioned areas in sufficient detail for the Government to determine if the plan satisfactorily meets the requirements of this PWS. The Phase-In Plan is a written plan that supports the orderly and progressive phase-in from full performance under the pre-award organizational structure to full performance by the SP. The Phase-In Plan shall be designed to minimize disruption and adverse impacts, and describes capitalization and start-up requirements. The Phase-In Plan shall address transition costs such as proposed process improvements, if applicable, mobilization, training, observing performance, staffing, and development and dissemination of the operational procedures. The Phase-In Plan shall also include a listing of milestones that chronicle the SP's sequence of phase-in period events and address both phase-in and phase-out activities. No less than ten (10) calendar days prior to transition period start date, the SP shall provide an updated Phase-In Plan and milestones. There will be no interruption to mission requirements as defined in the PWS.

(2) Phase-In Period

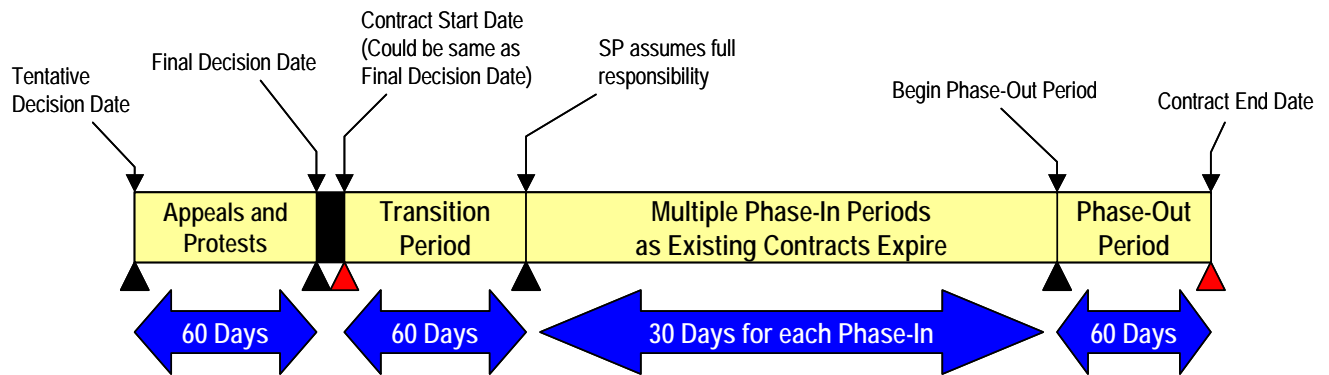
The SP will not be required to assume responsibility at the time of award for all existing Federal IT contracts covered by this PWS. As each existing contract concludes, a phase-in period as described in this section will be required as the SP assumes performance responsibility of the concluding contract, as directed by each task order. For all work under the scope of this PWS that continues to be performed by existing IT support service contracts after the Contract start date, there may be a 30-day phase-in period prior to the expiration date for each expiring contract, unless otherwise specified by the COR, after which the SP shall assume full responsibility for continuation of performance. This will be task specific as issued by the CO. During the phase-in period(s) the SP shall take all actions necessary for a smooth phase-in of all IT operations.

(3) Phase-Out Period

The current SP shall develop and submit a comprehensive Phase-Out plan 60 calendar days prior to completion of the performance period, or termination, of the resulting Contract. The SP's Phase-Out plan shall not disrupt or adversely impact the day-to-day conduct of Government business and shall achieve a smooth and orderly transfer of responsibility to a successor.

Thirty (30) calendar days prior to the completion of this PWS, an observation period shall occur, at which time, personnel of the incoming workforce may observe operations and performance methods of the outgoing SP. This will allow for orderly turnover of facilities, equipment, and records and will help to ensure continuity of service. The outgoing SP shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the succeeding SP. The outgoing SP shall fully cooperate with the succeeding SP and the Government so as not to interfere with their work or duties.

Below is a diagram, depicting the timeline for the Transition Continuity of Operations:



Transition Performance Measures

The objectives set out above will have the following performance standards and expectations. The Performance Requirement Summary at TE-3.2 contains industry-standard measures at the contract level.

FAILURE TO MEET THESE EXPECTATIONS WILL RESULT IN THE SERVICE PROVIDER CORRECTING DEFIECIENCIES AT NO ADDITIONAL COST TO THE DEPARTMENT

Performance Standards	Quality Expectations
Completeness	All submissions will be 100% complete and compliant with all applicable regulations, DOE Orders and PWS section B.2.
Accuracy	All information submitted will be 100% accurate.
Effectiveness	All deliverables must contribute to the overall success of the PWS and Task Order
Timeliness	All deliverables will be on time and within

	schedule.
Cost	All tasks will be performed within the funding limit provided in each fully-funded Task Order

NOTE: As effort is transitioned to this award, there will be multiple transition periods for which continuity of operations is essential. For all deliverables the Contractor shall, at a minimum, comply with milestones stated in the PWS or at the individual task order level, and its proposal, unless otherwise directed by the COR or the Contracting Officer.

(h) Quality Control and Quality assurance
(1) Quality Control

The SP shall submit a proposed Quality Control Plan (QCP) that contains the items listed below, as part of the SP’s overall technical proposal. The SP shall make appropriate modifications to the plan as directed by the COR. An updated QCP shall be provided to the COR at least ten (10) business days prior to implementation of any changes that are required during the performance of this PWS.

The QCP shall:

- Establish an assessment plan covering all services required by this PWS specifying areas to be reviewed on both a scheduled or unscheduled basis, and the title of the individual who will perform the assessment
- Describe a method acceptable to the Government for identifying, preventing, and resolving deficiencies in the quality of service performed under this PWS before the level of performance becomes unacceptable and that also addresses processes for corrective actions without dependence upon Government direction
- Include a customer complaint feedback system/survey/questionnaire for correction of validated complaints and to inform the customer of corrections
- Describe methods of direct and indirect communications with the COR regarding performance of the PWS, to include regular and formal meetings with the COR

Assessment records and associated documentation shall be made available to the Government throughout the Contract performance period or as directed by the COR.

(2) Quality Assurance

The COR will provide Quality Assurance (QA) by evaluating the SP's performance under this PWS. The COR will evaluate the SP’s overall performance and compliance with the PWS on the basis of those factors that are under the SP’s control. Such factors may include, but are not limited to, compliance to the SP QCP, compliance to *TE 3.2: PRS*, compliance to plan of operation, compliance to internal work specifications and timeliness, customer satisfaction, safety practices, emergency response and responsiveness, and quality of performance.

For those services listed in *Section 3: Performance Objectives and Measures*, the Quality Assurance Evaluator(s) (QAE) will follow the methods of surveillance specified in the Federally prepared Quality Assurance Surveillance Plan (QASP) for this Contract and record all surveillance observations. When an observation indicates deficient performance, the QAE will notify the COR immediately, as well as require the SP Project Manager or designated representative at the site to initial the observation. Initialing of the observation does not constitute concurrence that performance is deficient; rather it acknowledges that the Project Manager has been made aware of the QAE observation. Upon acknowledgement, the SP shall evaluate the observation and take appropriate action as necessary. The COR may increase the number of inspections because of repeated failures discovered during periodic inspections or because of repeated customer complaints. Likewise, the COR may decrease the number of QC inspections if performance dictates.

The SP shall meet with the COR at least once weekly during the first two (2) months of the Contract. Thereafter, the COR will schedule meetings as necessary, but not less than once during each quarter of the performance period under this PWS and the resulting Contract.

SECTION D: PACKAGING AND MARKING

D.1 Packaging (MAY 1997)

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

(b) Except for those reports required by the Reporting Requirements of the contract, where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the CO.

D.2 Marking (MAY 1997)

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

- (1) Identifies the master contract task/subtask order by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (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 CO issuing the task/subtask, 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, to that CO.

D.3 Security Requirements (JUL 2001)

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current Department of Energy (DOE) directives.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 Inspection (JUL 1991)

Inspection of all items under this contract shall be accomplished by the cognizant DOE Contracting Officer Representative (COR), or any other duly authorized Government representative and will be conducted in accordance with the Part II, Section I, clauses entitled "Inspection - Time-and-Materials and Labor-Hour" and "Inspection of Services—Fixed Price."

E.2 Acceptance (FEB 1987)

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term Of Contract

The period of performance for the contract shall be twenty-eight (28) months and includes the four-month phase in period.

F.2 Exercise of Option(s) (SEP 1995)

The Department of Energy has included an option to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under this contract.

F.3 Option To Extend The Term Of The Contract

The contract resulting from this solicitation contains options which shall be renewable, at the unilateral option of the Government, by the Contracting Officer's giving written preliminary notice of renewal to the Contractor within the period of performance specified in this contract and at least thirty (30) days prior to its expiration. The preliminary notice does not commit the Government to the extension. All option periods are set forth in Section B. The total duration of this contract, including the exercise of any option under this clause, shall not exceed five (5) years and four (4) months.

F.4 Principal Place Of Performance

The work to be completed under this contract will be performed at various Department of Energy locations nationwide and the contractor facilities located at: 656 Quince Orchard Rd., Gaithersburg, Maryland.

SECTION G – CONTRACT ADMINISTRATION

NOTE: Throughout this Section, the terms ‘task’ and ‘Task Order’ are used interchangeably.

G.1 Administration Structure

This is an Indefinite Delivery/Indefinite Quantity Master Contract. The Contracting Officer and Contracting Officer’s Representative (COR) identified in clause G.2 below are responsible for the administration of this contract. Any DOE Contracting Officer may issue Task Orders against this contract.

For the purposes of this section, the Contracting Officer for the Master Contract is referred to as the Headquarters Contracting Officer (HQ CO). Any other reference to a Contracting Officer in this Section G shall be understood to refer to the Contracting Officer responsible for issuing a specific task order. The COR responsible for oversight of this Master Contract is referred to as the HQ COR. Any other reference to a COR shall be understood to refer to the COR designated for a specific task order.

G.2 Correspondence Procedures (JAN 1992)

A. Master Contract

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

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the HQ COR.

(b) Other Correspondence. All correspondence, other than technical correspondence, shall be addressed to the HQ CO, with information copies of the correspondence to the HQ COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The Contract Specialist for the master contract is located at the address in (d) below and is as follows:

Contract Specialist: Patrick A. Thornton
Telephone Number: (202) 287-1532
FAX #: (202) 287-1456/1457
Email: Patrick.Thornton@pr.doe.gov

(d) The HQ CO address is as follows:

Mr. Patrick Thornton
U.S. Department of Energy
1000 Independence Avenue, SW
ATTN: ME-641.1
Washington, D.C. 20585-1615

(e) The HQ COR's address is as follows:

Mr. Robert E. Wilson
Business Management IM-12/Germantown Building
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, D.C. 20585-1290
Phone: 301-903-4604 FAX: 301-903-3940
E-mail Address: robert.wilson@hq.doe.gov

The Alternate HQ COR is:

Mr. Mark Clark
Business Management IM-12/Germantown Building
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, D.C. 20585-1290
Phone: 301-903-3650 FAX: 301-903-3940
E-mail Address: mark.clark@hq.doe.gov

The Contractor shall use the HQ COR as the point of contact on master-contract level technical matters (See the Correspondence Procedures clause, above, for definition), subject to the restrictions of the clause entitled "Technical Direction" located in Part I, Section H.

B. Task Orders

To promote timely and effective administration, correspondence submitted under this contract shall include the contract and task order numbers and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence not related to patent or technical data issues or master contract changes shall be addressed to the cognizant COR for the specific task.

(b) Other Correspondence. All correspondence, other than technical correspondence, shall be addressed to the cognizant CO for the specific task, with information copies of the correspondence to the cognizant COR, and to the DOE Patent Counsel (where patent or technical data issues are involved; see the DOE Patent Counsel clause in this Section).

G.3 Voucher Format

Each invoice or voucher submitted shall include the following, including all information required by FAR 52.232-25, Prompt Payment.:

- (1) Master Contract Number
- (2) Task Number
- (2) Contractor Name
- (3) Date of Invoice
- (4) Invoice Number
- (5) Invoice Amount
- (6) Period Covered by Invoice
- (7) Cumulative Amount Invoiced to Date
- (8) Labor Charges shall be accompanied by the following:
 - (i) A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within Section B of this contract.
 - (ii) The invoice or voucher shall further segregate costs by line item, identifying current and cumulative billings for each line item.
 - (iii) Invoices for tasks which span two or more contract years shall be segregated by the contract years involved, by both cost and DPLH.
- (9) ODC charges shall be accompanied by a detailed listing by task of all reimbursable other direct costs in accordance with the Payment clause in Section H of this contract.
- (10) All charges for other than the DPLH expended by the Contractor shall be accompanied by copies of invoices for the related charges and evidence of payment thereof. The only exception to this requirement, as provided by Section I of this contract, shall be for small business concerns. Small business concerns must have incurred the associated charges, but need not have already paid the invoices for the charges involved, prior to including them within an invoice or voucher to the Government.

One information copy of each invoice shall be submitted to the attention of the CO cognizant for the task order being invoiced.

G.4 Billing Instructions (APR 2004)

The following Clause applies only to tasks issued for DOE Headquarters program offices. Each task issued by any other DOE CO shall include comparable administrative and payment instructions.

(a) Overview. The Contractor is encouraged to submit, in accordance with the Payments provisions of this contract, an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <http://finweb.oro.doe.gov/vipers.htm>. The benefits of

using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

However, paper submissions can still be accommodated. The Contractor shall submit the original of any paper invoice(s) in accordance with the Payments provision of this contract to:

U.S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center
P.O. Box 4937
Oak Ridge, TN 37831

A paper voucher is not considered to be received by DOE until the original is received at the above address. An additional paper copy of the voucher is to be provided to the COR cognizant for the specific task.

(b) Other Direct Costs (ODC's)

(1) Other Direct Costs (ODCs) shall be incurred only with prior approval of the COR or alternate. No approval is permitted without prior obligation of sufficient funds to cover the projected expense. This notification shall be written and may be via e-mail at COR's discretion. The CO shall be provided a copy of the approval authorization for actions exceeding the \$100,000.00 simplified acquisition threshold for review/concurrence. If appropriate, a task may include multiple ODC Pools for separate purposes, such as equipment acquisition/maintenance, travel, or specialized training unique to the Government's requirements.

(2) The Contractor may not charge the Government for time or local travel mileage/expenses for travel between contractor facilities in the Washington DC metropolitan area, or to or from DOE facilities in the same area, including Germantown MD, without written permission in advance from the COR. This restriction also applies to non-local travel; advance authorization for rental car is also required. Any authorized travel cost shall be invoiced and reimbursed in accordance with the U.S. Federal Travel Regulation; per diem costs shall be invoiced and reimbursed in accordance with the current approved Federal per diem rate in effect at the time of cost incurrence. Other CO's may include comparable restrictions in tasks not issued by the HQ CO. Note that the Contractor's proposed burden is applicable to all ODC's.

(3) Examples of typical allowable ODC expenditures include, but are not limited to, the following: satellite communications services, mandatory Government-required specialized training, such as for Communications Security (COMSEC), or specialized vendor training for installation and operation of equipment unique to the Government; travel to attend mission essential meetings, conferences, seminars or other DOE sites as required for task performance; and miscellaneous mission-required equipment acquisition.

(4) Other Specific Non-Reimbursable ODC's. The Contractor shall not be reimbursed for any direct costs for the following items: entertainment; liquor; computers or general application software, including laptops, cell phones and hand-held IT devices and related services; client development and related activities; trade publications, books, treatises, background materials and other similar documents; professional/educational seminars and conferences; preparation of bills; pet boarding, parking fines or any other fines or penalties for illegal conduct; and, food, beverages and the like when the contractor is not in travel status and away from the home office. No invoices are to contain any items representing disbursements made for the benefit of the contractor's current personnel.

Also not allowable is generic professional training required by Contractor personnel, such as industry certifications or desktop software such as Microsoft Windows or Office. The Contractor is required to provide qualified personnel to meet the Government's requirements, exclusive only of training unique to the specific mission of a task. The task COR has discretion to waive this requirement but a copy of all such waivers must be provided to the HQ COR.

G.5 Types of Task Order

In accordance with the Ordering Procedures clause in Section G of the contract, task orders of the following types may be issued; combination tasks may also be issued.

Fixed Rate Task Order:

Task orders may be issued to require the Contractor to provide Direct Productive Labor Hours (DPLH) toward accomplishment of a specific task (or tasks) from the labor categories set forth in this contract at the firm fixed labor hour rates indicated. Other Direct Costs (ODCs) and travel costs required for performance of the task order will be identified and proposed with each specific task order proposed.

The Contractor shall not exceed the total estimated cost for a task order without the approval of the Contracting Officer. If the Contractor reaches the total estimated cost for a task order without completing the required task, the Contracting Officer may increase the total estimated cost and require the Contractor to continue work until the task is completed or the new total estimated cost is reached. The Government shall not reimburse the Contractor for any costs incurred without the Contracting Officer's approval in excess of the total estimated cost for a task order.

Firm Fixed Price Task Orders

Task orders may be issued to require the Contractor to accomplish a specific task (or tasks) for a firm fixed price. The price may be based upon utilization of the loaded hourly rates for labor categories set forth in this contract, but may also be based upon those labor categories and associated costs that the Contractor feels will best accomplish the task.

The Contractor shall be responsible for completion of the task and will not be entitled to an

increase in price should its actual costs to perform be greater than the negotiated price.

Fixed Price Incentive Task Orders

Task orders may be issued to require the Contractor to accomplish a specific task (or tasks) for a firm fixed price plus incentive fee. The price may be based upon utilization of the loaded hourly rates for labor categories set forth in this contract, but may also be based upon those labor categories and associated costs that the Contractor feels will best accomplish the task. Incentives can be placed on cost savings or performance schedule and will be identified individually for each task order issued.

The Contractor shall be responsible for completion of the task and will not be entitled to an increase in price should its actual costs to perform be greater than the negotiated price.

G.6 Overview of Task Order Award/Administration

(a) Summary. Administration of this contract is intended to be decentralized. The responsibilities and authority of the HQ CO and HQ COR are at the master contract level, for master contract level matters only. All effort will be authorized and funded by individual task orders which will be initiated by the various sites, program offices or agencies, each of which has complete life-cycle control over all tasks which it initiates and funds. This specifically includes DOE programs or agencies with legally autonomous status or specific legislative mandates for independent operation such as the Energy Information Administration (EIA) and the National Nuclear Security Administration (NNSA). The authority of the HQ CO and HQ COR extends only to master contract-level issues referred to their attention by program offices, agencies or sites. These individuals do not participate in management of any task unless the HQ CO issues the task order.

(b) Contracting Officer Authority. Any properly warranted U.S. Department of Energy CO may award task order(s) under authority of this contract, for effort within its scope.

(c) Task Issuance/Administration. Each site or program office with requirements to award under this master contract shall prepare a task statement and provide the requirement, with funding, to its CO. There is no requirement to coordinate task issuance with any other office, including the HQ CO or HQ COR, and these individuals do not have any oversight authority or responsibilities at the task level. Those responsibilities reside entirely with the CO issuing the task and the COR designated in the task. The CO for the tasking organization shall issue the task order, with obligated funding, directly to the Contractor.

Each DOE site, program or agency may have one or more CO and COR to issue and administer its task orders. Each task order's COR(s) shall be appointed by the CO who issues the task, and who may also designate a Contract Specialist (CS) at the task level for administrative purposes. The COR(s) shall be nominated by the program office (for example, EIA and NNSA CORs must be EIA or NNSA employees appointed by EIA or NNSA and subject to separate performance

requirements established by EIA or NNSA). Each COR shall have completed the required DOE COR training (DOE Order 541.1).

Requests for changes of COR assignment will be provided to the task order's cognizant CO in writing by the current COR and incorporated into the affected task via written modification issued by the CO. The COR shall be designated by the program office for which the effort will be performed. COR designations may not be altered orally or via email, only by a written task order modification. The CO has the right and duty to rescind COR delegations independent of any request for change from the program office. The SP shall maintain files of copies of each order and of each subsequent modification thereto, including all official correspondence and inspection/acceptance records, to be provided upon request to either the COR or the CO.

(d) Headquarters-Specific Reporting. This section applies to tasks issued for Headquarters program offices by a CO for which DOE Oak Ridge is the payment office. Comparable requirements may be established by task order by sites and/or programs at their option.

1. CIO'S Invoice Accounting Report

The Contractor shall provide a monthly report with the following aggregate requirements: total cumulative task order funding requirements & any task order modifications, funding amount that is invoiced for: Labor or Services, ODC's, any Award Fees (if applicable). This information shall be identified by Task order and is due no later than the tenth working day of each month. This format and information may change at the direction of the HQ CO based on the DOE CIO's, IM-12, Business Management Division's requirements. This report, and any questions regarding its content or format, should be submitted to the following:

Ms. M. Anne Warnick
Business Management IM-12/Germantown Building
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, D.C. 20585-1290
Phone: 301-903-3056 FAX: 301-903-6047
E-mail Address: anne.warnick@hq.doe.gov

2. Task Order & Financial Tracking Report.

The Contractor shall provide an on-line financial reporting/tracking capability which provides CORs and other designated DOE personnel (task order monitors/managers, etc.) a current and continuously updated record of all financial information transactions by task from time of award through completion and closeout. This should include, but not be limited to, total costing including obligated or de-obligated funding associated with each task order & any new funds supporting task order modifications, the funding amount that is invoiced for Labor or Services, ODC's, or Incentive Fees (if applicable). For reference

purposes, this capability shall include the current Government issued task statement of objectives and the Contractor's management and staffing plan in accordance with provision C.2.

(e) Guidance Documents. Two guidance format documents will be provided after award for use in issuing and administering documents, a Contract Management Plan and a Task Monitor Handbook. The Task Monitor Handbook will not be part of the contract, and is not mandatory.

G. 7 Ordering Procedure

This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts," "Funding," "Term of Contract," or "Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

(a) Request for Task Order Proposal.

(1) Compliance Review. All task orders issued under this contract are required to be in accordance with both the applicable PWS section and the guidance listed in Appendix B of the PWS, specifically including but not limited to, the DOE Capital Planning and Investment Control (CPIC) process, alignment with the Enterprise Architecture program, as well as compliance with all Departmental IT initiatives. A pre-award compliance review is therefore required.

Upon receipt of a task statement and request for a task order proposal, the SP is responsible for completion of this review within 10 calendar days of receipt of the proposed task, and shall provide confirmation that the task is within scope to the cognizant CO. The SP shall also provide information copies of the task statement and its PWS compliance review to the HQ COR.

(2) SP Task Proposal. The Contractor shall submit within ten (10) calendar days, after receipt of each request for Task Order proposal issued by the CO, a Contractor Task Proposal on forms specified and provided by the CO. The Contractor's Task Proposal shall include a technical approach, management and staffing plan, and the proposed cost, on either a time-and-materials or fixed price basis. It should be noted that the Task Order Template used for the sample task and subtask is a suggested format for task issuance and is not mandatory. Program offices or sites may modify the forms provided to meet their own specific requirements. At a minimum, the management plan shall address the objectives in the task order(s) as well as establish procedures or needs for the following:

- (a) Technical Approach
- (b) Points of Contact and Problem Escalation Procedures
- (c) Reporting and Record Keeping

- (d) Contractor Security Plan
- (e) Subcontractor Management
- (f) Staffing plan for initial staffing and for meeting future staffing requirements
- (g) Phase-in Plan

The Task Proposal is the Contractor's estimate for the completion of the Task Statement and, depending on the type of task, shall also include the following, where applicable :

- (h) Date of commencement of work, and any necessary revision to the schedule of performance.
- (i) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (k) below, estimated to complete the task.
- (j) The travel and material estimate.
- (k) An estimate for subcontractors and consultants; including the DPLH, if applicable.
- (l) Estimated computer use time required, if applicable.
- (m) Other pertinent information, inter-divisional transfers, etc.
- (n) The total estimated amount for completion of the Task Order

Deliverables for each task order will be determined at the time that the proposal is requested. The SP shall be responsible for accomplishing each task order-specific deliverable under this contract. The contractor shall comply with the terms and conditions as cited in the basic contract, including the submission of all ad-hoc reporting requirements (those not specified in the Contract Level Reporting Requirements in this contract). However, these deliverables will always be required under any Task Order:

Deliverable	Due Date
Task order Management and Cost Plan	10 days after issuance of Task order
Monthly Technical Report Per Task order	Within 5 days of the end of each month
Monthly Cost and Labor Hour Report (Online data base: task order level)	Within 5 days of the end of each month

(3) Task Order Issuance. Upon receipt of the Contractor's task proposal, the COR shall review the technical approach, security plan, phase-in and staffing plans and, in conjunction with the CO, negotiate any changes necessary. Only after this review and any required negotiations have been completed shall a Task Order be issued and the Contractor begin to perform.

(b) Task Order Format and Content

(1) From time to time during the period of performance of this contract, Task Orders will be issued in writing by the CO to the Contractor designating (A) the task to be performed; (B) the schedule of performance; (C) authorized travel; and (D) any Government-furnished property.

Such Task Orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor acquired will also be listed in the property schedules of this contract as well as in the individual Task Orders.

(2) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. A revision to a Task Order will be identified by a formal modification which identifies any changes to the task statement, the staffing plan or the ceiling price.

(3) Task Order Content. At a minimum, each Task Order shall contain, the information set forth below:

- (A) Contract Number and Task Order Number;
- (B) Task Order Issuing Activity/Site;
- (C) The Contracting Officer's name, phone and facsimile numbers, e-mail address and mailing address;
- (D) The COR's name, phone and facsimile numbers, e-mail address, and mailing address; and
- (E) Dates of Task Order Award and Period of Performance;
- (F) Services and deliverables (reports, data and/or ODCs) ordered, with the appropriate Master Contract Periods identified (Base or Option);
- (G) Required delivery location(s) and individual(s) authorized to accept delivery on behalf of the Government;
- (H) Required delivery date(s) for all requirements included in the Task Order; any revisions to these dates must be in writing, by formal Task Order modification;
- (I) Task Order point-of-contact information (name, telephone/FAX numbers, email addresses) for any subordinate Task Monitors;
- (J) Billing instructions, including Payment Office; and
- (K) Accounting and Appropriation data

(c) Task Order Administration

(1) After a Task Order is issued, if any revision to the Order becomes necessary (ie, an increase or decrease to the estimated amount, level-of- effort, or change in distribution of hours between labor categories), the SP shall promptly submit to the CO a new Task Proposal with explanatory notes. Task Proposals submitted by the SP after award of the Task Order shall not be considered approved, nor shall they be implemented, prior to issuance of a Task Order modification by the CO.

(2) Discontinuance Of Task Orders. The Government retains the right to discontinue any task or subtask under this Master Contract with 30 calendar days advance written notice from the CO.

(3) The Contractor shall incur costs under this contract only in the performance of Task Orders and revisions to Task Orders issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the CO.

G.8 DOE Patent Counsel (APR 1984)

Information copies of correspondence being sent to the DOE Patent Counsel in accordance with the Correspondence Procedures clause, above, should be addressed as follows:

U.S. Department of Energy
1000 Independence Ave. SW
Attention: Assistant General Counsel for Intellectual Property
Washington DC 20585

G.13 Contractor Security Plan

Within 60 calendar days after award, the Contractor shall develop and maintain a Security Plan which must conform to DOE's Headquarters Facilities Master Security Plan (or applicable Site Security Plan if the task is for another DOE site. A copy of the Contractor's Security Plan shall be provided to the DOE COR and the Contractor must keep this plan current. The Contractor's Security Plan shall be maintained by the Contractor through a single point of contact (POC)/Security Officer. The plan must be complied with by all subcontractors reporting to the Contractor. The plan will outline, for example, the process to obtain a DOE Badge, Clearance, processing in for new employees and turning in badges/out-processing of employees no longer employed on tasks/subtasks under this contract/letter of obligation.

G.14 Security Clearance Requirement

By the end of the phase-in period for each task under this contract, all employees performing work under this contract shall possess the level of clearance required by their task. The Service Provider (SP) shall ensure that all DOE documents and software processed under this contract, and the information contained therein, are protected from unauthorized use and mishandling by assigned personnel. Controlled documents must be stored in a government approved storage container when not under the direct control or in the possession of authorized SP personnel. The SP shall treat all information developed on security vulnerabilities and all Government provided sensitive documents as "Limited Official Use" information. The contractor shall label and protect this information in accordance with DOE Order 471.2A - Information Security Program.

The SP shall not provide any Government documents, information or licensed material in any form to sources not authorized by DOE without the written approval of the COR during the

period of performance of this contract or any time afterwards. Execution of Non-Disclosure Statements may be required on either the Master Contract level or at task level.

A) Personnel Security Requirements

The Contractor must notify the COR of any changes in personnel assignments thirty (30) days prior to making any personnel changes where security clearances are required. When in limited access areas, non-cleared contractor personnel must be escorted by a properly cleared DOE employee. This level of access may be modified upon approval of the DOE Security Officer or COR and shall be task-specific.

B) NNSA Specific Requirements: Personnel Security Clearance Clause

(1) For all work to be performed at NNSA sites, all Contractor personnel are required to have an active Department of Energy “L” or “Q” security clearance. The services to be performed under this contract or letter of obligation involves access to classified data and information, which must be controlled pursuant to DOE and NNSA Orders, policies, directives and procedures.

(2) The Contractor shall ensure that all personnel assigned under this contract or letter of obligation possess a DOE “L” or “Q” access authorization (clearance).

(3) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who do not possess a DOE “L” or “Q” access authorization. For these individuals, the Contractor shall provide certification to the CO that an investigative screening has been completed prior to employment. The certification shall include, at a minimum, verification of identity, previous employment and education, and the results of credit and law enforcement checks.

(4) Requests for access authorization shall not be submitted until the contract or letter of obligation has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination has been rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for the Contractor’s applicant for employment.

(5) The Contractor shall perform a pre-employment check of prospective employees to determine suitability of employment. The NNSA has final authority in determining an individual’s security clearance eligibility. The Contractor shall submit requests for “L” or “Q” security clearances in accordance with standard DOE/NNSA procedures. A minimum of 6-18 months should be allowed for the NNSA to receive, process, and respond to any request for a new or upgraded security clearance. An active Top Secret or other Single Scope Background Investigation (provided that the background investigation is less than 5 years old) may be used to request a clearance on an accelerated basis. However, during security clearance processing, any personnel that do not possess clearances shall have security escorts provided by and at the expense of the Contractor until security clearances are received.

(6) The Contractor shall turn in badges for employees: (a) who are no longer working on any task under the contract or letter of obligation; (b) who no longer require access; (c) when their badge expires; or (d) when the task order or letter of obligation expires or is terminated. Badges shall be returned to the cognizant DOE Security official.

C) Requirements For Foreign Nationals (Non-U.S. Citizens)

Non-U.S. citizens to be employed under this contract must:

1. Have legal visa status with the Immigration and Naturalization Service (INS);
2. Have advance approval from the servicing Security Officer in consultation with the Office of Security. (The Office of Security routinely consults with appropriate agencies regarding the use of non-U.S. citizens on task orders and can provide up to date information concerning this matter.)

Other site specific security requirements may be applicable and may be task driven; in some instances this may prohibit or otherwise limit the use of foreign nationals.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Consecutive Numbering (APR 1984)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.2 Confidentiality Of Information (JUL 2001)

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

- (1) Information or data which is in the public domain at the time of receipt by the Contractor;
- (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;
- (3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or
- (4) Information or data which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to treat it in confidence.

(b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract, and (2) to supply a copy of such agreement to the CO. Upon request of the CO, the Contractor shall furnish the Government with reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the Contractor with such information or data.

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

(d) The Contractor is required, in the performance of this contract, to keep the information furnished by the Government and designated by the CO or COR in the strictest confidence. The Contractor is also required not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e. on a "need to know" basis. The Contractor agrees to immediately notify the COR in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement. The Contractor may not disclose any such sensitive information to any persons or individual without prior written approval from the COR. The Contractor is required to 'flow down' the substance of this clause in all consultant agreements or subcontracts.

(e) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data:

H.3 Incorporation Of Representations, Certifications and Other Statements Of the Offeror and Technical Proposal

The Representations, Certifications, and Other Statements of the Offeror, dated May 9, 2005, and the offeror's technical proposal dated May 9, 2005, are hereby incorporated by reference.

H.4 Technical Direction (JAN 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:

- (1) Directions to the Contractor which fill in details or otherwise serve to accomplish the contractual Statement of Work.
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total price or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the contract.

H.5 Modification Authority (APR 1984)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.6 Subcontracts (July 2002)

(a) Prior to the placement of subcontracts and in accordance with the "Subcontracts" clause in Section I, the Contractor shall ensure that:

(1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" contained in Part II, Section I of the contract;

(2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K, and the document referenced in the clause entitled "Representations, Certifications and Other Statements of the Offeror" contained in this Section H) are received; and

(3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

(b) Prior to the award of any subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor, the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. No work shall be performed by the subcontractor until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.8 Equivalent Federal Wage Rates (APR 1984)

In the performance of this contract the Contractor shall comply with the requirements of the following 17 U.S. Department of Labor Wage Determinations:

94-2439 Rev. (21) dated 03/22/04	94-2361 Rev. (21) dated 06/06/03
94-2511 Rev. (32) dated 09/30/03	94-2167 Rev. (26) dated 09/02/03
94-2081 Rev. (24) dated 05/19/04	94-2159 Rev. (22) dated 03/08/04
94-2331 Rev. (22) dated 06/06/03	94-2493 Rev. (19) dated 05/24/04
94-2233 Rev. (22) dated 05/30/03	94-2573 Rev. (21) dated 02/19/04
94-2451 Rev. (24) dated 06/04/03	94-2103 Rev. (31) dated 04/21/04

94-2051 Rev. (24) dated 08/04/03 94-2419 Rev. (23) dated 05/24/04
94-2569 Rev. (20) dated 03/05/04 94-2587 Rev. (22) dated 09/24/03
94-2135 Rev. (23) dated 04/13/04

NOTE: As of June 1, 2004, the U.S. Department of Labor has issued a new health and welfare benefit rate of \$2.59/hour or \$103.60/week, or \$448.93/month, per the Department of Labor's All Agency Memorandum #197 of May 24, 2004. Two of the above Wage Determinations, 94-2493 and 94-2419 incorporate the new rate. The change consists of replacing the prior figures of \$2.36, \$94.40 and \$409.07 respectively, in the text section following the labor category list, after the sentence: ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS: This change is hereby incorporated by reference in all other listed Wage Determinations.

Copies of these Wage Determinations are attached to this contract in Section J. Furthermore, Clauses "Service Contract Act" and "Statement of Equivalent Federal Wage Rates" are applicable and located in Section I of this Contract.

H.9 Energy Information Administration (EIA) Data (JAN 1990) Revised

(a) Government Furnished Computer Support. EIA will furnish available computer resources required for performance of this contract for personnel assigned to perform work at a DOE facility such as the Forrestal building. For off-site performance, EIA will furnish remote high speed computer access to the Contractor's LAN, if it complies with paragraphs (b) through (h) below.

(b) Contractor Furnished Computer Support. The contractor shall supply all necessary computer resources for off-site contract performance unless the uniqueness of work requires the Government to provide GFE for the off-site performance. Any contractor terminal equipment utilized in support of approved access (on-site and/or off-site) to the EIA computer facility must be technically compatible with the EIA computer system and desktop standards.

(c) EIA Data Rights. The Government shall have ownership rights in all data produced in the performance of the contract which uses, incorporates or is based on EIA furnished data and in all programs and data produced in the performance of this contract. When specified by the Contracting Officer or in any event upon termination of the contract, all such programs and data shall be delivered to EIA in machine readable form and made operational for use at the EIA computer facility.

(d) Restrictions On Use of EIA Data. The Contractor acknowledges that data furnished to it by EIA may contain information which must be held in confidence. Accordingly, the Contractor agrees to retain such data in confidence and not to use any EIA furnished data except in the performance of this contract. Further, the Contractor shall not duplicate or disclose any EIA furnished data or data in which the Government has ownership rights under this contract without

the prior written authorization of the Contracting Officer. The Contractor agrees to maintain such data in accordance with this clause and the clause "Confidentiality of Information" if included in this contract.

(e) Standards and Documentation. The Contractor shall comply with all standards contained in the Energy Information Administration Standards Manual, and as imposed by the Contracting Officer's Representative (COR) regarding the design and implementation of data systems. All data systems developed by the Contractor must be documented in conformance with guidelines set forth in Federal Information Processing Standard (FIPS) Publication 38, Guidelines for Documentation of Computer Programs and Automated Data Systems. The Director, Information Technology Group (ITG) is the source of information on EIA ADP standards and related computer activities.

(f) Data Validation. Pursuant to Section 54 of the Federal Energy Administration Act of 1974, and Section 11(b)(2) of the Energy Supply and Environmental Coordination Act, of 1974, the Energy Information Administration is authorized to audit the validity of energy information. Therefore, the Government reserves the right to conduct follow-up inquiries, investigations, and/or audits as necessary to establish the meaningfulness, accuracy, reliability, and precision of any data or models used in and/or generated under this contract. Upon request by the Contracting Officer, the Contractor shall assist with such inquiries, investigations, and/or audits by EIA both of the resulting products and of the methodology used to arrive at those products.

(g) Contractor Security Requirements. The Contractor shall establish administrative, technical and physical security measures to protect EIA furnished data marked as "Official Use Only" data from unauthorized disclosure or use, and to prevent unauthorized access to the EIA computer system via the Contractor's terminals. Failure to adequately protect "Official Use Only" data from unauthorized disclosure or misuse, or failure to prevent unauthorized access to, or misuse of, the EIA computer system from a Contractor owned or operated terminal may result in a termination of the contract for default. EIA reserves the right to inspect the Contractor's physical security measures, storage methods, data handling procedures and other security safeguards to determine the security posture of the Contractor's facility.

(h) Specific Contractor Security Requirements For the Protection of "Official Use Only" (OUO) Data. The specific security requirements for the protection of data are:

(1) The Contractor facility must be located in a building which has a 24-hour guard force or other adequate physical security measures to limit access to authorized personnel only.

(2) Physical access to Contractor office areas containing OUO data must be restricted to authorized personnel only. Office areas must be equipped with appropriate locking devices, and must be secured during non-work hours.

(3) Storage of OOU data – “Official Use Only” data, when not in actual use, must be stored by one of the following methods:

(I) In a locked, bar security container;

(ii) In a locked room over which a security guard maintains periodic surveillance during non-work hours.

(4) Destruction of OOU data – “Official Use Only” Information must be disposed of in a secure manner so as to preclude its reconstruction. Approved destruction methods include:

(I) Burning;

(ii) Pulping;

(iii) Disintegrating;

(iv) Shredding; and

(v) Chemical disposition.

(5) Under no circumstances shall “Official Use Only” material be disposed of in an unapproved security disposal.

(6) Transmission of “Official Use Only” Information - OOU Information may be sent from the Contractor facility by:

(I) Special messenger or courier authorized by EIA to handle OOU material;

(ii) Regular U.S. mail, or commercial services;

(iii) Teleprocessing lines; or

(iv) Authorized Contractor personnel.

(7) OOU material sent by the Contractor will be secured in such a way so as to preclude disclosure during transit. OOU material must be transmitted under cover of a protective cover sheet marked with the legend "Official Use Only".

(8) Marking Requirements for OOU data:

(I) Reports containing “Official Use Only” data shall be marked with the legend "Official Use Only" on the front cover, and on each internal page of the document, in

bold, conspicuous letters. All OUO reports generated by the computer system will have the required markings automatically printed on the document.

(ii) Any machine readable medium (e.g. magnetic tape reels, card decks, etc.) which contains "Official Use Only" information will bear a clear external marking designating the contents "Official Use Only."

(9) Release of "Official Use Only" data - All requests received by the Contractor for Official Use Only data will be referred to EIA for action.

(10) Specific Contractor Computer Security Requirements are:

(I) Terminals used to access the EIA computer system will be located in locked office areas, and physical access limited to authorized individuals only.

(ii) Telephone numbers of the EIA computer system, security identifiers, log-on keywords, and data set passwords will be safeguarded from unauthorized use or disclosure.

(iii) Only those Contractor personnel who have been formally validated by the COR and the EIA ADP Services Staff may access the EIA computer system.

(iv) Contractor personnel will access only those data sets which have been approved by the EIA Project Officer.

(v) The COR will be notified immediately should any Contractor personnel possessing current log-on keywords leave the project.

(vi) All Contractor personnel accessing the EIA ADP system must be familiar with the EIA Security Directive, and with EIA computer system security policy and procedures published by the EIA's Information Technology Group.

(vii) The Contractor agrees to appoint an individual as the Contractor Computer Security Officer, who will be responsible for ensuring that EIA Security policy and procedures are complied with.

H.12 952.215-70 Key Personnel. (DEC 2000)

The personnel listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

<u>Position Title</u>	<u>Name</u>
<u>Project Manager</u>	<u>Gerard Pastore</u>
<u>Deputy Project Manager</u>	<u>John Cavallini</u>
<u>Financial/Accounting Manager</u>	<u>Firmadge Crutchfield</u>

H.13 Automatic Data Processing Equipment (ADPE) Leasing (DEC 1991)

(a) If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.

(b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer under the terms of this provision.

H.14 Payment (JUL 1991)

(a) Payment shall be made for DPLH provided in accordance with Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts".

(b) Pursuant to Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," the Contracting Officer shall withhold 5 percent of the amount due for provision of DPLH, but the total amount withheld will not exceed \$50,000. One or more DOE HQ OCIO tasks/subtasks shall be designated to which this withholding requirement shall apply.

(c) Reimbursement for travel under this contract will be at cost and consistent with the U.S. Government Travel Regulations.

(d) All costs incurred for acquisition of materials, travel or other direct items or services will be reimbursed at actual costs (no profit) plus allocable indirect costs in accordance with the contractor's accounting system.

(e) Subcontractors shall be compensated under this contract in accordance with the following:

(1) Subcontractors providing DPLH will be paid the fixed rate per DPLH specified in Section B, clause entitled "Direct Labor Rates", for the category of labor provided.

(2) All other subcontracts will be compensated for supplies or services provided on a reimbursable basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," located in Part II, Section I.

H.15 On-Site Contractor Performance

The Contractor shall maintain satisfactory standards of employee conduct as reflected in its Personnel Policies and Procedures Manual. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. Contractor employees must be polite and courteous at all times when dealing with DOE employees, guests, and visitors. The COR reserves the right to direct the Contractor to remove any employees from the contract for failure to comply with the standards of conduct or any other requirement outlined in the contract. The Contractor shall immediately replace such an employee to maintain continuity of services.

H.16 Government Property For On-Site Use By Contractor

The Government may furnish, entirely at its own choice, to the Contractor certain property to be used on-site on a no-cost-for-use basis, as necessary for the technical performance of the contract. Said property may include, but not be limited to, on-site office and work area space, office furniture, local area network (LAN) related support (to include LAN hookup; services and software available on the LAN; server; and mainframe), office operating supplies, and associated items. The Contractor shall use all reasonable care in protecting said property from damage or losses incurred, and will immediately advise the COR of any repairs needed, damages or losses incurred, replacement required, etc. In no event shall any item of property, other than office operating supplies, be relocated or disposed of without the expressed authorization of the COR.

H.17 Payment Of Overtime Premiums (APR 1984)

(a) Pursuant to paragraph (a) of the Section I clause entitled "Payment for Overtime Premiums," this contract permits authorization of Overtime Premium incurrence, at the prior written approval of the Contracting Officer or the COR on a task-specific basis.

Overtime Premium: \$ 5,000

(b) Any overtime premium cost required is subject to the prior written approval of the COR. Use

of overtime on tasks issued under this Master Contract is intended to be limited. If overtime costs are found to be excessive on a continuing basis, the Contractor, the CO and the COR shall review the current staffing plan and revise as necessary. No overtime usage may be authorized by the CO or COR without sufficient funds being previously obligated on the task to cover the projected expenditure. To ensure compliance with the Anti-Deficiency Act, the Contractor may not exceed obligated funds on any task at any time. If this occurs it is at the Contractor's risk.

H.20 Section 508 Compliance (MAR 2004)

If applicable, Electronic and Information Technology (EIT) supplies and services acquired in this contract must conform to Section 508 of the Rehabilitation Act as amended. Information on Section 508 compliance can be found at <http://www.section508.gov>.

H.21 Computer Systems Security (JUL 2001)

(a) The Contractor agrees to comply with the DOE directive(s) and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately issue written notification to the CO when an employee of the contractor no longer requires access to the Department of Energy computer systems.

H.22 Reporting Of Fraud, Waste, Abuse, Corruption Or Mismanagement (JUL 2001)

The Contractor is required to comply with the following in accordance with DOE O 221.1:

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

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

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

(d) Report to the OIG any allegations of reprisals taken against employees who have reported

fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.

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

The DOE IG hotline telephone number is 1-800/541-1625 or 202/586-4073.

H.23 Non-Supervision Of Contractor Employees (JUL 2001)

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

H.26 Federal Holidays (JUL 2003)

All Government offices will be closed, except for minimum essential personnel required for in-house operations, during Federal holidays. The ten Federal holidays per year are as follows:

New Year's Day	First day of January (or observed)
Martin Luther King, Jr. Birthday	Third Monday of January
Presidents Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July (or observed)
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veterans Day	11th day of November (or observed)
Thanksgiving Day	Fourth Thursday of November
Christmas Day	25th day of December (or observed)

When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday. Service Provider (SP) personnel shall comply with their own personnel policies and procedures regarding the administration of holidays and unscheduled administrative time off ('snow days,' etc.). However, if the SP's holiday schedule is different from the Federal holiday schedule described above, steps shall be taken to ensure that full support services will be provided for all regularly scheduled hours of operation as defined in SOW; and support services will not be provided (except as approved by the CO) on federal holidays, even if the SP's personnel policies and procedures consider the Federal holiday to be a regular work day.

NOTE: Inauguration Day is a Federal holiday only in the Washington DC metropolitan area.

H.27 Access To And Ownership Of Records (JUL 2003)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor in accordance with federal requirements established by the National Archives and Records Administration or as the CO may from time to time direct during the progress of the work or, in any event, as the CO shall direct upon completion or termination of the contract.

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause. However, records may be audited by DOE under the clause in Section I, entitled “Audit and Records – Negotiation.”

(1) Employment-related records (including but not limited to the following: workers' compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns, and other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records as published in Federal Register system notices by DOE;

(2) Confidential contractor financial information, and correspondence between the Contractor and other segments of the Contractor;

(3) Records relating to any procurement action by the Contractor; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges.

(c) Records retention/disposition standards. Special records retention standards, described in DOE Order 200.1, Information Management Program (version in effect on effective date of contract), as directed by the National Archives and Records Administration in 36 CFR 1200, are applicable for the classes of Government owned records as described in paragraph (a) above. Records will be destroyed as appropriate based on guidance directed in 36 CFR 1200 or as directed by the CO or his representative. The Contractor will also be required to comply with any additional records retention guidance established by DOE.

(d) As directed by the CO, the Contractor shall grant access to all DOE records in its possession as may be required in conduct of normal DOE business. If any inspection or evaluation is made

by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the convenience of the Government representatives in the performance of their duties.

(e) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts.

H.28 DOE Violence In The Workplace Policy (JUL 2001)

The Contractor shall comply with DOE's Violence in the Workplace Policy. Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any Government facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, will be subject to removal from the premises.

It is the responsibility of contractor supervisors or management representatives to report any incident (or threat) of aggression, harassment, hostility, intimidation, or violence to the CO or the COR. In an emergency (i.e., any situation where violence has occurred or appears to be imminent), contractor employees should first call 911. Any contractor employee who believes that he/she has experienced an act of aggression or violence, or has had to perform his/her duties in a hostile environment, has a right to have these activities investigated and relieved. Reprisal against anyone who reports incidents of violence or who is involved in an investigation is prohibited.

H.29 Software Made Available For Contractor's Use (SEPT 1999)

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.

(b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

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

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DOE's licensing agreement, the Contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

(e) Paragraphs (a) through (d) of this clause shall flow down to all subcontracts.

H.30 Age Discrimination In Employment (JUL 2003)

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations there under.

H.31 Standard Insurance Requirements (JUL 2001) (REVISED)

In accordance with Section I, entitled "Insurance – Liability to Third Person," 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 applicable state(s) Worker's Compensation and Occupational Disease Statutes.

(2) Employer's liability insurance in the amount of \$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.

H.32 Application Of Labor Policies And Practices (JUL 2003)

The Contractor agrees to conduct its labor relations program in accordance with DOE's intent that labor policies and practices reflect the best experience of American industry in aiming to achieve the type of stable labor-management relations essential to the successful accomplishment of DOE's programs at reasonable cost. Collective bargaining will be left to the orderly processes of negotiation and agreement between Contractor management and certified employee

representatives with maximum possible freedom from Government involvement. Contractor management's trusteeship for working on DOE facilities and programs critical to the national interest includes the duty to adopt practices which are fundamental to the friendly adjustment of disputes, and which experience has shown promote orderly collective bargaining relationships.

H.34 Contractor Performance Evaluation

1. All Contracting Officer's Representative and Quality Assurance Evaluators (COR/QAE) are responsible for maintaining written records of the Contractor's performance in their assigned evaluation areas so that a fair and accurate performance evaluation is obtained. The award term determination process begins with the COR/QAE completing a Contractor's Performance Report for the work performed under the PWS within 15 calendar days after the end of the evaluation period; submission to the HQ COR is due within 30 calendar days after the end of the evaluation period.

This performance report is required for all tasks, which should consolidate results from the subtask level; subtask level reporting is not required for evaluation purposes. These reports should be submitted to the HQ COR, with information copies to the CO for each task. The HQ COR will complete a separate contract-level evaluation and will also consolidate all other reports for a basis for the recommendation to the HQ CO regarding award of the award term option.

This form contains the four evaluation categories contained in Section C of this clause and provides the COR/QAE an opportunity to submit a numerical score and supporting narrative.

2. The evaluation is provided in a scaled response format ranging from 1-4 in each performance category. The numeric ratings for all work performed are then averaged to determine the overall numeric score and associated adjectival rating.

<u>Numeric</u>		<u>Adjectival</u>
4	=	Excellent
3	=	Very Good
2	=	Satisfactory
1	=	Unsatisfactory

ADJECTIVE RATING

DEFINITION

EXCELLENT

Performance substantially exceeds expected levels of performance. Numerous significant achievements exist.

VERY GOOD

Performance exceeds expected levels and some significant achievements exist. Although some deficiencies may exist, no significant deficiencies exist.

SATISFACTORY

Performance meets expected levels. Minimum standards are exceeded and good practices are evident in task order or letter of obligation operations. Achievements or deficiencies may or may not exist. No significant achievements or deficiencies exist.

UNSATISFACTORY

Performance is less than required. No significant achievement exists; however, significant deficiencies do exist.

3. Evaluation Categories:

The Contractor will receive an overall adjectival rating on its performance of work under the PWS. In evaluating the Contractor's performance, the performance measures and expectations will be assessed consistent with the factors set forth below:

a. Performance Schedule.

Conformance with schedules and deliverables as contained in the tasks/letter of obligation/PWS; Early identification of schedule problems and inventiveness in overcoming them to maintain progress.

b. Management Performance.

Establishment of internal controls to assure proper supervision of the work force and economical completion of assigned work areas/performance objectives; coordination and cooperation with cognizant DOE officials to resolve problems that may arise in communications, planning, scheduling or other related areas; overall effective use of available resources, dependability and general coordination with the customer, including response to dynamic/urgent requirements.

c. Quality of Service.

Compliance with task order or letter of obligation requirements; technical quality of deliverables; adherence to regulations, procedures, and guidelines.

d. Cost Control

Timely and accurate cost reporting; clarity and trace ability of cost relative to work schedule/technical progress; cost reduction/cost avoidance initiatives; and, current, accurate, complete and timely vouchers.

4. Voiding of Award Term Option Incentive.

1. The award term option incentive in this contract or letter of obligation is voided if: (a) the Service Provider fails to earn an award term after the first performance assessment; or (b) if after

earning its first award term the Service Provider fails to earn an award term in any succeeding year of task order or letter of obligation performance.

2. Voiding is defined as the nullification of an award term period previously earned but not yet performed. However, an award term that is exercised and already being performed cannot be voided. Once performance of an award term commences, the termination provisions of the contract or letter of obligation would apply. No cost liability will exist for award terms that have been voided prior to actual performance.

3. Voiding of the award term by the Government shall not be considered as a termination for convenience and shall not be considered a termination for default. The Service Provider shall not be entitled to any compensation whatsoever, and shall not be entitled to submit a termination settlement plan, nor any request for an equitable adjustment.

H.35 Options—Incentive

The Government will base its decision on exercising each option on the contractor's performance as measured against the performance standards set forth in the Performance Work Statement and the Quality Surveillance Plan.

Performance will be evaluated on a semi-annual basis. At the end of each six-month period, the contractor has one week to provide a self-assessment. The written assessment of the contractor's performance throughout the evaluation period may also contain any information that could reasonably be expected to assist in evaluating its performance. The Government will use monthly monitoring information to determine whether or not the contractor has attained the performance expectations as identified in the Government's Quality Surveillance Plan.

Based on the results of the semi-annual performance evaluations, a decision on exercising any future option will be made at the end of the base period and each approved option thereafter. However, the exercise of any option is contingent upon a unilateral decision by the Contracting Officer, in accordance with FAR 17.207 (c), that there is a continuing need for the Performance Work Statement requirements, and the availability of funds.

H.36 Compliance With FIPS Pub 201

This contract involves the acquisition of hardware, software, or services related to physical access to Federal premises or electronic authentication or access control to a Federal agency's computer systems and electronic infrastructure. Any such hardware, software, or services delivered under this contract shall comply with FIPS Pub 201, and FIPS Pub 201 shall take precedence over any conflicting performance requirement of this contract. Should the contractor find that the statement of work or specifications of this contract do not conform to FIPS Pub 201, it shall notify the Contracting Officer of such nonconformance and shall act in accordance with

instructions of the Contracting Officer.

H.37 Access To DOE-Owned Or Leased Facilities

(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 credentials 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.

SECTION I - CONTRACT CLAUSES

I.1 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 these address(es): <http://www.pr.doe.gov/prbus.html> and <http://farsite.hill.af.mil>.

52.202-1	Definitions	DEC 2001
952.202-1	Definitions	
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	JUL 1995
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	JUN 1997
952.203-70	Whistleblower Protection for Contractor Employees	DEC 2000
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.207-5	Option to Purchase Equipment	FEB 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	OCT 1997
52.216-7	Allowable Cost and Payment	DEC 2002
52.216-10	Incentive Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small	

	Disadvantaged Business Concerns	JUN 2003
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	SEP 2000
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JULY 1999
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
52.222-47	Service Contract Act (SCA) Minimum Wages and Fringe Benefits	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
952.224-70	Paperwork Reduction Act	APR 1984
52.225-5	Trade Agreements	JUN 2004
52.225-6	Trade Agreements Certificate	JAN 2004
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-19	Commercial Computer Software—Restricted Rights	JUN 1987
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-7	Payments under Time-and-Materials and Labor- Hour Contracts	DEC 2002
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
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
52.232-33	Payment by Electronic Funds Transfer –Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002

52.233-1	Disputes - Alternate I	DEC 1991
52.233-3	Protest after Award	AUG 1996
52.237-2	Protection of Government Buildings, Equipment & Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
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
52.242-15	Stop Work Order	AUG 1989
52.243-3	Changes-Time-and-Materials or Labor-Hours	SEP 2000
52.243-7	Notification of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost Reimbursement, Time & Material, or Labor Hour Contracts)	MAY 2004
952.245-5	Government Property (Cost Reimbursement, Time & Material, or Labor-Hour Contracts)	
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-4	Inspection of Services—Fixed Price	AUG 1996
52.246-6	Inspection—Time & Materials & Labor Hour	MAY 2001
52.246-25	Limitation of Liability – Services	FEB 1997
52.249-6	Termination (Cost Reimbursement) (MAY 2004) Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
970.52.223-4	Workplace Substance Abuse Programs at DOE Sites	DEC 2000

I.2. Security And Safety

The Contractor may be exposed to data that is covered by the Privacy Act (5 U.S.C 552a). Any information that is obtained or viewed shall be on a need to know basis. The Contractor is required to safeguard all information covered by the Privacy Act which they may come in contact with, in accordance with the provision of the Privacy Act and the requirements of relevant DOE regulations, orders and directives. Any contractors performing tasks under this contract must be able to obtain a field clearance as determined by the Office of Personnel Management.

I.3 952.204-2 Security (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 in effect on the date of award.

(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 12356 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 12356, 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. 12356.)

(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.

I.4 952.204-73 Facility Clearance (MAY 2002)

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328.

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. 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 must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following:

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

Notice to Offerors--Contents Review (Please Review Before Submitting)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

I.5 970.5204-1 Counterintelligence (DEC 2000)

(a) The contractor shall take all reasonable precautions in the work under this contract to protect DOE programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 5670.3, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.

(b) The contractor shall appoint a qualified employee(s) to function as the Contractor Counterintelligence Officer. The Contractor Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of employees traveling to foreign countries or interacting with foreign nationals; providing thoroughly documented written reports relative to targeting, suspicious activity and other matters of Counterintelligence interest; immediately reporting targeting, suspicious activity and other Counterintelligence concerns to the DOE Headquarters Counterintelligence Division; and providing assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

I.6 952.209-72 Organizational Conflicts Of Interest. (JUN 1997)

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor,

cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

I.7 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).

I.9 52.207-3 Right Of First Refusal Of Employment (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 30 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

I.10 52.244-6 Subcontracts For Commercial Items (MAR 2001)

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

“Commercial item” has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.11 Funding (JUL 1991)

(a) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the ceiling price specified in the Schedule. The

Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(c) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer, in writing, of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(d) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request, the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(e) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to compensate the Contractor for DPLH or other direct items or services provided in an amount which exceeds the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue providing DPLH under this contract (including actions under the Termination clause of the contract) or incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the Contractor, in writing, that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(f) The ceiling price shall be increased to the extent that the amount allotted by the Government exceeds the ceiling price specified in the Schedule.

(g) No notice, communication, or representation in any form other than that specified in subparagraph (e)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to compensate the Contractor for performing any work in an amount which exceeds the total amount allotted by the Government to this contract, whether that

excess amount arose during the course of the contract or as a result of termination.

(h) When and to the extent that the amount allotted by the Government to the contract is increased, the Contractor shall be entitled to compensation for DPLH and other direct items or services provided before the increase in an amount which exceeds the amount previously allotted by the Government to the same extent as if the DPLH and other direct items or services were provided afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(i) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(j) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

I.12 Classification/Declassification (952.204-70) (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

I.13 Indefinite Quantity (FAR 52.216-22)(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after those specified in the delivery order and/or modifications which were issued prior to contract expiration. The Government may not act to extend the period of performance of any delivery order after the expiration date of the contract.

I.15 Ordering (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the contract. Such orders may be issued from the date of contract award through the expiration date of the contract's period of performance.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

I.16 52.204-7 Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record “Active”.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number

that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.17 Level of Effort (JUL 1991)

(a) In the performance of Task Orders issued pursuant to the ordering procedure of this contract, the Contractor shall provide that estimated total of Direct Productive Labor-Hours (DPLH) which is specified in Part I, Section B, during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.

(b) During the term of this contract, if additional DPLH are required to complete the term, the Contractor agrees to provide the required DPLH at the same labor rates negotiated for that year of the contract in which they were provided.

(c) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the other clauses of the contract.

I.18 Delivery Order Limitations (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of the ceiling price in Part I, Section B;
 - (2) Any order for a combination of items in excess of the ceiling price in Part I, Section B;
- or
- (3) A series of orders from the same ordering office within 5 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.20 52.227-14 Rights in Data - General. (JUN 1987)

(a) *Definitions.* "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in -

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to -

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided

otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright - (1) Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.* (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor -

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.* (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in

lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) - (3) Reserved

(h) *Subcontracting*. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.21 52.227-14 Rights in Data - General. (JUN 1987) - Alternate II (JUN 1987)

(a) *Definitions*. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in -

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to -

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright* - (1) *Data first produced in the performance of this contract.* Unless provided

otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with

the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.* (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor -

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.* (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice (Jun 1987)

(a) These data are submitted with limited rights under Government Contract No. [

] (and subcontract[], if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: [*Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state.*]

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(3) Reserved

(h) *Subcontracting.* The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.22 52.227-14 Rights in Data - General. (JUN 1987) - Alternate III (JUN 1987)

(a) *Definitions.* "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data

as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in -

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to -

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright - (1) Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the

Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information

Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.* (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor -

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.* (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Reserved

(3)(i) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following “Restricted Rights Notice” to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

Restricted Rights Notice (Jun 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. [](and subcontract [], if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be -

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without

disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. [](and subcontract, if appropriate) with [] (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished - rights reserved under the Copyright Laws of the United States."

(h) *Subcontracting*. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.23 52.227-17 Rights in Data - Special Works. (JUN 1987)

(a) *Definitions*.

“Data,” as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) *Allocation of Rights.* (1) The Government shall have -

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) *Copyright - (1) Data first produced in the performance of this contract.* (i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

I.24 52.227-18 Rights in Data - Existing Works. (JUN 1987)

(a) Except as otherwise provided in this contract, the Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government, for all the material or subject matter called for under this contract, or for which this clause is specifically made applicable.

(b) The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or (2) any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

I.25 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
Information Technology Specialist	\$39.16
Program Analyst	\$32.93
Management Analyst	\$32.93

I.26 Lobbying Restriction (Energy & Water Act, 2004) (MAR 2004)

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.

I.27 Lobbying Restriction Interior Act, 2004) (MAR 2004)

The contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

I.29 52.217-8 Option To Extend Services (NOV 1999)

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

I.30 52.237-3 Continuity Of Services (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION J – LIST OF ATTACHMENTS

List of Contract Attachments:

Attachment A: Technical Exhibits to the Performance Work Statement
Attachment B: Contract-Level Reporting Requirements, DOE Form 1332.1
Attachment C: 17 Wage Determinations as follows:

94-2439 Rev. (21) dated 03/22/04	94-2361 Rev. (21) dated 06/06/03
94-2511 Rev. (32) dated 09/30/03	94-2167 Rev. (26) dated 09/02/03
94-2081 Rev. (24) dated 05/19/04	94-2159 Rev. (22) dated 03/08/04
94-2331 Rev. (22) dated 06/06/03	94-2493 Rev. (19) dated 05/24/04
94-2233 Rev. (22) dated 05/30/03	94-2573 Rev. (21) dated 02/19/04
94-2451 Rev. (24) dated 06/04/03	94-2103 Rev. (31) dated 04/21/04
94-2051 Rev. (24) dated 08/04/03	94-2419 Rev. (23) dated 05/24/04
94-2569 Rev. (20) dated 03/05/04	94-2587 Rev. (22) dated 09/24/03
94-2135 Rev. (23) dated 04/13/04	