

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 132
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2. CONTRACT (Proc. Inst. Ident.) NO. DE-FE0024337	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 15FE000978
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5. ISSUED BY U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880	CODE	02605	6. ADMINISTERED BY (If other than Item 5)	CODE	
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) BOUTCHANTHARAJ CORPORATION Attn: SOMKHIT BOUTCHANTHARAJ P.O. BOX 164127 FORT WORTH TX 76117	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

CODE 807129833	FACILITY CODE	
11. SHIP TO/MARK FOR U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880	CODE	02605
	12. PAYMENT WILL BE MADE BY	Multiple

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$13,634,896.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DE-SOL-0006851, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Brent M. Burns		
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY Signature on File (Signature of the Contracting Officer)	20C. DATE SIGNED 12/23/2014

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-FE0024337

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NAME OF OFFEROR OR CONTRACTOR
BOUTCHANTHARAJ CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>SBA Requirement Number is 0390/14/402943/01 FOB: Destination Period of Performance: 12/23/2014 to 01/31/2017</p> <p>Site Security Services for the National Energy Technology Laboratory - Transition Period 12/23/2014 - 01/31/2015</p> <p>Site Security Services for the National Energy Technology Laboratory - Base Period 02/01/2015 - 01/31/2017</p> <p>Site Security Services for the National Energy Technology Laboratory - Option Period 1 02/01/2017 - 01/31/2018</p> <p>Site Security Services for the National Energy Technology Laboratory - Option Period 2 02/01/2018 - 01/31/2019</p> <p>Site Security Services for the National Energy Technology Laboratory - Option Period 3 02/01/2019 - 01/31/2020</p> <p>Line item value is:\$13,634,896.00 Incrementally Funded Amount: \$ [REDACTED]</p> <p>Accounting Info: 2014 725 SSC-SECURITY 1610348 Fund: 00150 Appr Year: 2014 Allottee: 31 Report Entity: 220725 Object Class: 25105 Program: 1610348 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: 2015 725 SSC SECURITY 1610280 Fund: 00150 Appr Year: 2015 Allottee: 31 Report Entity: 220725 Object Class: 25105 Program: 1610348 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$ [REDACTED]</p>				13,634,896.00

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Section B - Supplies or Services/Prices

B.1 SERVICES BEING ACQUIRED (BASE CONTRACT WITH OPTIONS)

The Contractor shall perform all transition activities to begin performance of this contract, consistent with this contract. Transition activities are defined as any effort that is necessary to transition the work from the incumbent Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; and (3) allows the Contractor to perform the work in an efficient, effective, and safe manner. Specific transition activities will be identified; however, anticipated transition activities include, but are not limited to, relocating, recruiting, orienting, and training Key Personnel and other than Key Personnel, inventorying and assuming responsibility of Government-Furnished Property (GFP), etc.

Items 1 through 3 are the Firm-Fixed-Prices for services at the SECON Levels 3, 4, and 5 at the three (3) National Energy Technology Laboratory (NETL) locations in Albany, Oregon; Morgantown, West Virginia; and Pittsburgh, Pennsylvania. These levels are specified in Part III, Section J, Attachment A, Performance Work Statement (PWS). Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" are not separately priced and are included in the Firm-Fixed-Price.

Item 4 is for services beyond the core requirements identified in the PWS, Part 3 on an as needed basis. These services may include, but are not limited to, emergency situations, SECON Levels 1 and 2, unforeseen training, special events, etc. These services shall only occur with prior written approval of the Contracting Officer's Representative (COR). Item 4 services shall be billed at the Fixed-Rate set forth in the contract for only the hours incurred with prior authorization. The Not-To-Exceed amount for this category may be unilaterally adjusted by the Contracting Officer (CO) as may be required during the performance of the services.

Transition Period (Date of Award through January 31, 2015)

ITEM DESCRIPTION	UNITS	PRICE	TOTAL PRICE
Transition Period	1		

Base Period (February 1, 2015 through January 31, 2017)

ITEM DESCRIPTION	UNITS	PRICE PER MONTH	TOTAL PRICE
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Morgantown, WV	24 Months		
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Pittsburgh, PA	24 Months		
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Albany, Oregon	24 Months		
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer's Representative (COR) written	300 Hours	Fixed-Rate	Not-To-Exceed

authorization.			
TOTAL BASE PERIOD PRICE			██████████

Option Period 1 (February 1, 2017 through January 31, 2018)

ITEM DESCRIPTION	UNITS	PRICE PER MONTH	TOTAL PRICE
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Morgantown, WV	12 Months	██████████	██████████
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Pittsburgh, PA	12 Months	██████████	██████████
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Albany, Oregon	12 Months	██████████	██████████
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer’s Representative (COR) written authorization.	150 Hours	Fixed-Rate ██████████	Not-To-Exceed ██████████
TOTAL OPTION PERIOD 1 PRICE			██████████

Option Period 2 (February 1, 2018 through January 31, 2019)

ITEM DESCRIPTION	UNITS	PRICE PER MONTH	TOTAL PRICE
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Morgantown, WV	12 Months	██████████	██████████
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Pittsburgh, PA	12 Months	██████████	██████████
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Albany, Oregon	12 Months	██████████	██████████
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer’s Representative (COR) written authorization.	150 Hours	Fixed-Rate ██████████	Not-To-Exceed ██████████
TOTAL OPTION PERIOD 2 PRICE			██████████

Option Period 3 (February 1, 2019 through January 31, 2020)

ITEM DESCRIPTION	UNITS	PRICE PER MONTH	TOTAL PRICE
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Morgantown, WV	12 Months	██████████	██████████
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Pittsburgh, PA	12 Months	██████████	██████████
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in Albany, Oregon	12 Months	██████████	██████████
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer’s Representative (COR) written authorization.	150 Hours	Fixed-Rate ██████████	Not-To-Exceed ██████████
TOTAL OPTION PERIOD 3 PRICE			██████████

B.2 FIXED PRICED OF CONTRACT

The fixed price of this contract (inclusive of all options if exercised) is \$13,634,895.62.

B.3 LIMITATION OF GOVERNMENT’S OBLIGATION

(a) Contract line item 1 is incrementally funded. For this item, the sum of ██████████ of the total price is presently available for payment and allotted to this contract.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) The Contractor will notify the Contracting Officer in writing at least thirty (30) days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination of convenience, will approximate seventy-five (75) percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue timely performance of applicable line items. If after such notification, additional funds are not allotted by the date identified in the Contractor’s notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled “termination for Convenience of the Government.”

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be

covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regards to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for the Convenience of the Government."

Section C - Description/Specifications

C.1 PERFORMANCE WORK STATEMENT

The Performance Work Statement (PWS) is located in Part III -- Section J, Attachment A-1 to this contract.

C.2 DOE-C-1007 REPORTS

Reports shall be prepared and submitted in accordance with Attachment B located in Section J, and as specified in other clauses in the contract.

Section D - Packaging and Marking

D.1 PACKAGING

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).

Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by "A" (as required) 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 Contracting Officer except for those reports coded A.

D.2 MARKING

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

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

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

Section E - Inspection and Acceptance

E.1 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may

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(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

E.2 DOE-E-1001 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

Section F - Deliveries or Performance

F.1 PERIOD OF PERFORMANCE (BASE CONTRACT WITH OPTION(S))

BASE CONTRACT

The work to be performed under the Base Contract (Reference Part I, Section B) shall commence on the effective date, February 1, 2015 and shall continue for twenty-four (24) months. NOTE: The Government may elect not to exercise the option.

OPTION I

If Option I is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of twelve (12) months. (months twenty five (25) through thirty-six (36)).

OPTION II

If Option II is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of twelve (12) months. (months thirty-seven (37) through forty-eight (48)).

OPTION III

If Option III is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of twelve (12) months. (months forty-nine (49) through sixty (60)).

F.2 PLACE OF PERFORMANCE - SERVICES

The services specified by this contract shall be performed at the following location (s)

The National Energy Technology Laboratory research centers in:

Morgantown, WV
Pittsburgh, PA
Albany, OR

The Contractor shall be required to travel among sites.

F.3 52.242-15 STOP-WORK ORDER. (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Section G - Contract Administration Data

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

A. Technical Correspondence

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

B. Property Correspondence

Property correspondence (as used herein, this term includes correspondence which addresses matters which relate to property issues which come under the contract's Government property provisions) shall be addressed to the DOE Property Administrator, with information copies of the correspondence to the DOE Contracting Officer's Representative and the DOE Contract Specialist.

C. Other Correspondence

All other correspondence shall be addressed to the DOE Contract Specialist with information copies of the correspondence to the DOE Contracting Officer's Representative.

D. Subject Line(s)

All correspondence shall contain a subject line commencing with the contract number, i.e., [DE-FE00024337] and identifying the specific contract action requested.

G.2 SUBMISSION OF VOUCHERS/INVOICES

Voucher Form (SF 1034)

In requesting reimbursement, Contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal). Electronic versions of the SF1034 can be found on the NETL website at <http://www.netl.doe.gov/business/forms.html>. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

In accordance with FAR 52.232-25, "Prompt Payment," all invoices shall include the following information:

1. Name and address of Contractor
2. Invoice date and invoice number (The Contractor should date invoices as close as possible to the date of the mailing or transmission)
3. Contract number or other authorization for supplies delivered or services performed (including order number and contract line number)
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed
5. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms, bill of lading number and weight of shipment will be shown for shipments on Government bills of lading)

6. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
7. Name (where practicable), title, phone number and mailing address of the person to notify in the event of a defective invoice.
8. Taxpayer Identification Number (TIN)
9. Electronic funds transfer (EFT) banking information
 - a. If EFT banking information is not included on the invoice, the Contractor shall have submitted the correct EFT banking information in accordance with applicable solicitation provision (e.g. FAR 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g. FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management, or FAR 52.232-34, Payment by Electronic Funds Transfer – Other than System for Award Management), or applicable agency procedures.
10. Other substantiating documentation or information as required by the contract.

A. Supporting Documentation

The invoice and any additional site security service approval documentation are to be prepared and submitted at the same time so that all include the same information and are supportive of each other.

The Contractor shall include the price per line item each month as indicated below:

	Current Period
Fixed Price Site Security Services – Morgantown, WV	XXXX
Fixed Price Site Security Services – Pittsburgh, PA	XXXX
Fixed Price Site Security Services – Albany, OR	XXXX
Additional Security Services (NTE)	XXXX

B. Submission of Voucher

Submit the original voucher including the Supporting Documentation to the following payment office. This submission may be done electronically through the Vendor Inquiry Payment Electronic Reporting System (VIPERS) available to Contractors at the following website: <https://vipers.oro.doe.gov>. Contractors must have a Federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system:

U.S. Department of Energy
 Oak Ridge Financial Services Center
 P.O. Box 4967
 200 Administration Road
 Oak Ridge, TN 37830

C. Billing Period

Vouchers shall be submitted no more frequently than monthly (unless prior written consent of the Contracting Officer for more frequent billing is obtained). The period of performance covered by vouchers should be the same as covered by any required monthly technical progress reports and/or monthly cost reports.

D. Payment Method

In accordance with the clause entitled "Payment by Electronic Funds Transfer - Central Contractor Registration," payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as "Vendor Express."

E. Defective Invoices

Invoices that are determined to be defective, and therefore not suitable for payment, shall be returned to the Contractor as soon as practicable, specifying the reason(s) why the invoice is not proper.

F. Status of Payments

The Oak Ridge Financial Service Center (ORFSC) has a system via Internet, in which Contractors can request information about payments by invoice, by contract number, and/or by paid date. The system is called Vendor Inquiry Payment Electronic Reporting System (VIPERS) and is available to Contractors at the following website: <https://vipers.oro.doe.gov>. Contractors must have a Federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system.

G. Invoice Approval

The Contract Specialist and Invoice Approving Official is Erin Kirchoff. The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is Janet Straight.

G.3 NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR

A support service Contractor performs the function of processing of all invoices submitted to the National Energy Technology Laboratory, against its awards. Therefore, this Contractor has access to cost/rate information. A special provision in this Contractor's award requires the confidential treatment by all Contractor employees of any and all business confidential information of other Contractors and financial assistance recipients to which they have access.

G.4 OBSERVANCE OF LEGAL HOLIDAYS

A. The on-site Government personnel observe the following holidays:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

B. When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall

not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

- C. The Contractor shall not exceed the total number of holidays identified in paragraph (A) above. Contractor personnel shall comply with its own company's personnel policy and procedures regarding the administration of holidays.
- D. Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release is at the discretion of the Contractor. However, when granting any administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract.

G.5 CONTRACTOR'S PROGRAM MANAGER

- (a) The contractor shall designate a full time Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract and is responsible for the Contractor's quality control and adherence to contract requirements.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.6 DOE-G-1010 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

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

Section H - Special Contract Requirements

H.1 DOE-H-1051 CONSECUTIVE NUMBERING (MAY 2009)

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

H.2 952.242-70 TECHNICAL DIRECTION (DEC 2000)

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

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) 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 that-

- (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 estimated contract cost, the fee (if any), 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.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its 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 (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must-

- (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;

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

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

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

H.3 MODIFICATION AUTHORITY

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.4 GOVERNMENT PROPERTY

- A. Regardless of the performer of the work, the Contractor is responsible for complying with the requirements of the Department of Energy (DOE) personal property management program and the Federal Acquisition Regulations. The Contractor is responsible for flowing down the requirements to subcontractors at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.
- B. Acquisition Authorization Requirements - The Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items.
 - 1. In accordance with section D of this clause or upon request of the CO, the Contractor shall be required to provide a listing of all property under the control of the Contractor
- C. Government Property (Government Furnished Property)
 - 1. Government property includes all "GFP".
 - 2. The Contractor shall establish, implement, and maintain a cost-effective, risk-based personal property management program to manage personal property from receipt, to use, to final disposition processing by acceptable means. The personal property management program is to be used for all Government property under this contract (GFP).
 - 3. Contractors may use Voluntary Consensus Standards (VCS), such as ASTM International, or Industry Leading Practices (ILP), to the greatest degree practical for the management of personal property, as deemed appropriate by the Property Administrator (PA)/Organizational Property Management Officer (OPMO) as designated by the CO.
 - 4. In accordance with FAR Part 45 Government property that is incidental to the place of performance (i.e. office space, chairs, telephones, computers, printers, and fax machines) are not covered by this clause - when the contract requires Contractor personnel to be located on a

Government site or installation, and when the property used by the Contractor at the location remains accountable to the Government.

5. Contractors are responsible for ensuring personal property items that may reveal classified or controlled unclassified information (i.e., Official Use Only or Unclassified Controlled Nuclear Information) are managed and controlled in accordance with the requirements found in other DOE directives or Agency regulations.
6. Whenever practical, Government personal property (GFP) shall be identified or tagged as U.S. Government property (or U.S. DOE property). The Contractor shall remove or permanently cover, to the extent practical, tags before formal release from DOE inventory/ownership.
7. Except as otherwise authorized by the Contracting Officer in writing, only that property specifically included in the “GFP List” shall be furnished.
8. A copy of the current “GFP List” is located on the Internet at <http://netl.doe.gov/business/site-support> and will be maintained at that site for availability during the solicitation phase of this contract. GFP is provided as-is/where-is and the Contractor is responsible for determining suitability for use.
9. The “GFP List” is broken into categories:
 - a. Capitalized Property – The capitalization threshold for items acquired prior to October 1, 2011 is \$50,000. For items acquired on or after October 1, 2011, the threshold is \$500,000. Capital equipment is to be managed in accordance with the DOE Financial Management Handbook.
 - b. Accountable Property – Accountable Property is identified as personal property that exceeds the acquisition cost threshold (as identified in DOE Order 580.1A, currently \$10,000 or more) and administratively controlled items identified on the provided property matrix necessary for controlling items under the acquisition cost threshold to protect against unauthorized use, disclosure, or loss. The property matrix shall be provided in writing from the CO.
 - c. Non-Accountable Property (Other GFP) – Non-Accountable Property is identified as other personal property with an acquisition cost less than the threshold for Accountable Property and not included on the property matrix list. These items are provided for the Contractor’s use in performing the contract requirements and are titled to the Government.
 - d. The “GFP List” is incorporated into this contract by reference in its entirety. No hard copy of the GFP List or the property matrix will be attached to this contract.
10. Physical Inventories shall be properly planned and executed to continuously monitor property condition and operational availability, and validate accountable property record accuracy. The scheduling, type, method, and scope of the physical inventory process are to align with management expectations and risks.
 - a. Capitalized and Sensitive Property – Capitalized and sensitive property shall be inventoried at least annually with an accuracy expectation of 100%. Inventory method must be approved by the CO (or as designated to the PA/OPMO) and take into consideration the property condition, classification, and location.
 - b. High Risk Personal Property (HRPP) – HRPP shall be inventoried at least annually. However, when a complete physical inventory (existence testing) is not appropriate, a sampling method can be used on a graded approach based on the assessed risk (safety

considerations, restricted access, exposure to contamination, etc.). Inventory method must be approved by the CO (or as designated to the PA/OPMO) and take into consideration the property condition, classification, and location.

- c. Accountable Property – Accountable Property shall be inventoried at least every three years with an accuracy expectation of 98%. Inventory method must be approved by the CO (or as designated to the PA/OPMO) and take into consideration the property condition, classification, and location.
 - d. Non-Accountable Property (Other GFP) – Non-Accountable Property shall be inventoried upon request of the CO or within the last year of contract performance in order to complete the required reporting of all Government Property in the control of the Contractor.
 - e. Physical inventories of spares or stores are required to be conducted on a frequency and method approved by the CO (or as designated to the PA/OPMO).
 - f. Inventory methods may take different forms, including wall-to-wall, cyclic, sampling, and “by exception” methodologies (use of actions or transactions as an inventory event). Sampling may be used, where appropriate, provided the sampling approach achieves the statistically valid results.
 - g. An independent group must validate the results of the physical inventory.
 - h. Physical inventories shall be reconciled with financial records, as applicable.
 - i. The Contractor shall submit inventory results and requested write-offs (of personal property not found) to the CO (or as designated to the PA/OPMO) for acceptance within 60 days of concluding the inventory. If the Contractor does not operate within acceptable tolerances, the Contractor shall use a graded approach to identify opportunities for improvement.
11. Accountable property records shall be maintained as a system of record and shall include at a minimum: Property control number (item unique identification); contract number; receipt date; description; manufacturer and model number, serial number, and/or NSN; unit acquisition cost; quantity and unit of measure; custodian; location; use status (active, storage, excess, retired, etc.); High risk designation, export control jurisdiction, and relevant export regulation citation (if applicable); and condition code.
12. In accordance with FAR 52.245-1, the Contractor shall use Government property, furnished under this contract, only for performing this contract.
13. Loaning of Personal Property may be authorized provided the property is:
- a. Not excess.
 - b. Used in performing research, studies, and other efforts that result in benefits to both the U.S. Government and the borrower.
 - c. Used by local agencies in support of health, safety, or security requirements in emergency conditions or upon appropriate Departmental notification of emergency conditions.
 - d. Loaned to another DOE organization, Contractor, Government agency, or organization that has a valid Federal contract, financial assistance agreement, treaty, international or collateral agreement.

- e. Approved using the a properly completed loan package including DOE F 4420.2 Loan Agreement form which must document that high risk, export control, and hazardous reviews have been completed (foreign loans, refer to DOE Order 580.1A Foreign Transactions).

14. Loss (to include theft), damage, or destruction of personal property shall be reported as soon as practical to the CO (or as designated to the PA/OPMO), and in accordance with local NETL procedures (and to security in the case of loss or theft). Reporting of loss, damage, or destruction is essential to the accountable property record audit trail and is required to formally reconcile accountable property records.

15. Disposition of property shall be coordinated with the NETL PA/OPMO.

D. Reporting Requirements

The reports required shall be submitted in accordance with 48 CFR 945 and the reporting requirements set forth in Part III, Section J, Attachment B. The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

180 days prior to the end of the contract, the Contractor shall be required to provide a listing of all Government property (GFP) still under the control of (assigned to) the Contractor. The listing shall include the property identification numbers, and current location of property. The listing shall be completed in a spreadsheet manner that can be sorted by the Government (recommend Excel Spreadsheet) and shall be broken into categories as identified in Section C-9 above.

H.5 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES

The Contractor is authorized to use on a no-charge, non-interference, basis in the performance of this contract, the Government-owned facilities indicated below.

NETL provides limited office space for the Program Manager and Site Commanders at the NETL sites and community work space (e.g. command center, security entry stations, etc.) for use by on-site Contractor personnel. The availability of office/work space is subject to change and will be based on current availability for each specific NETL site. Other associated Government furnished items for the on-site personnel include: office/work space, office/work area furniture, local area network services, parking facilities, and other services as described in the clause entitled "Government Provided Services."

H.6 MOVEMENT OF GOVERNMENT PROPERTY OFF-SITE -- NETL

No Government-owned property, equipment, or materials will be removed from the National Energy Technology Laboratory without the completion of NETL Form 580.1-6, Property Pass and the prior written permission from the Contracting Officer or his/her designee and NETL's Property Administrator, excluding Government vehicles assigned to the Contractor.

H.7 DOE-H-1021 CONSERVATION OF UTILITIES

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.8 SECURITY AND PERSONNEL REQUIREMENTS

GENERAL RESPONSIBILITIES

The Contractor shall be responsible for complying with the provisions of the NETL unclassified security program. The Contractor shall cooperate with the Computer Security Program Manager (CSPM) and the Contracting Officer's Representative (COR) in all information security matters.

CLASSIFIED MATERIAL

Performance under the contract may involve access to classified material. If access to classified material is required, the Contractor shall be required to obtain necessary security clearances for personnel who will have access to classified material. For unclassified material, the Contractor shall abide by all provision of the Department of Energy (DOE) Order 205.1 "Unclassified Computer Security Program" (incorporated by reference).

ACCESS TO FACILITIES

The Contractor shall prohibit access to Government-furnished facilities of any persons other than authorized Government and Contractor employees, unless prior approval is obtained from the Contracting Officer (CO) or appropriate COR.

The Contractor shall maintain the security within the facility. Anyone entering the facility who does not have a valid NETL identity badge must be processed through NETL's Visitor Registration process at NETL's Security Office or main lobby and must obtain a visitor identification badge and be escorted by a NETL representative. All personnel who have not been issued a NETL identity badge shall be escorted.

PHYSICAL SECURITY

The Contractor shall be responsible for the physical security of the NETL site in accordance with NETL directives, policies, and approved standard operation procedures.

The Contractor shall be responsible for safeguarding and securing all Government property provided for use under this contract. The Contractor shall notify the DOE COR and submit a completed loss/theft report (NETL-F 4701.1-1-1) with NETL Security within 24 hours after discovery of any missing Government property.

KEY CONTROL

The Contractor shall ensure there is adequate control of keys and access cards to preclude the loss, misplacement or unauthorized use and access to Government equipment and facilities. The Contractor shall not duplicate keys issued by the Government.

In the event the Contractor loses Government keys, the Government shall replace, or re-key, all keys or locks, as the Government deems necessary. The Government shall deduct the total cost for replacing locks and keys from the monthly payment due the Contractor. In the event a master key is lost or duplicated, the Government shall replace all locks and keys for that system and deduct the total cost for replacement from the monthly payment due to Contractor; or at the Government's discretion, the Government shall require the Contractor to replace locks and keys to the DOE COR's satisfaction.

The Contractor shall report any occurrence of a lost or misplaced key to the DOE COR within 4 hours of discovering that a key has been lost or misplaced. The Contractor shall provide a follow-up report, in writing, to the DOE COR within 24 hours.

The Contractor shall prohibit the use of Government-issued keys by any persons other than the Contractor's authorized employees.

COMBINATION CONTROL

The Contractor shall ensure there is control of combinations for cipher locks. The Contractor shall notify the DOE COR within one workday after termination of employment of all Contractor employees who have access to the combination. The Contractor shall establish and implement methods to ensure that no lock combinations are revealed to unauthorized persons. The procedures shall be included in the Contractors Quality Control Program.

PERSONNEL AND SECURITY

(1) Building Access: The Contractor shall require all contract employees' to complete the appropriate forms for computer and Building access security.

(2) Identification Badge: The Contractor shall obtain an identification badge for each Contractor employee from NETL Security prior to entry on duty. Contractor employees shall display this identification badge at all times within NETL facilities. Contractor shall be responsible for returning badge of departing employee to Security (see Part I, Section H, "Access to DOE-Owned or Leased Facilities).

DATA SECURITY

All information, whether stored in the computer, in hard copy form, or on magnetic media, shall be protected from disclosure and unauthorized modification or destruction at all times. Contractor personnel shall take all precautions to protect the information and programs and shall report all suspected violations to the COR or Cyber Security Program Manager (CSPM).

Information processed and stored by these Information Resource systems shall include some information that must be safeguarded from disclosure and alteration. That information is subject to protection by the Privacy Act of 1974 or The Freedom of Information Act (5 USC, Section 522). The Contractor agrees, in the performance of this contract, to keep sensitive information in the strictest of confidence and to take reasonable measures to protect it from unauthorized modification or destruction, said information being the sole property of the Government. The Contractor shall take such reasonable measures as are necessary to restrict access to this information, while in his possession, to those employees needing such information to perform the work provided herein (*e.g.* on a "need to know" basis). The Contractor shall immediately verbally notify, and notify in writing before the close of business of the next day, the COR or the CO or his authorized representative, in the event that the Contractor has or has reason to suspect a breach of data security occurred.

H.9 GOVERNMENT PROVIDED SERVICES

The Government shall provide the following on-site services. The Contractor shall use these services for official use only, in performance of the required services specified in this SOW.

(a) Utilities: The Government shall provide electricity, water, lights, sewage, and heating or cooling.

(b) Mail Distribution: The Government shall provide mail pick-up and delivery of official mail.

(c) Postage: Government-provided postage is restricted to official correspondence.

(d) Telephone: Telephones shall be provided for Contractor-personnel to make official local and long distance calls.

(e) Custodial Service: The Government shall provide custodial services to include emptying of trash cans and vacuuming and shampooing of carpeted areas in Government-furnished facilities.

(f) Refuse Collection: The Government shall provide refuse collection at Government-furnished facilities.

(g) Insect and Rodent Control: The Government shall provide insect and rodent control in Government-furnished facilities. The Contractor shall notify the DOE COR if the facilities appear to be infested.

(h) Printing and Reproduction: Office copiers shall be provided according to Government policies for their use. The Contractor shall use NETL's Graphics and Printing facilities for the productions of documentation required in support of this SOW.

(i) Equipment Maintenance: The Government shall maintain only Government provided equipment furnished under this contract.

(j) Transportation: NETL has a pool of GSA vehicles, to which the Contractor will have reasonable access for Official Government business in performance of services required by this contract.

(k) IT Services: The Government shall provide basic office automation tools to include an office computer connected to the NETL administrative network and loaded with an office software suite (presently MS Office); access to enterprise email and calendaring software (presently Novell GroupWise); access to enterprise applications as required; access to network file and print services; access to Internet services; office telephone and voice mail services; access to convenience copier and copy center services; access to library services; access to video teleconference and teleconference meeting resources as required; and access to helpdesk services.

H.10 IDENTIFICATION BADGES

All personnel working at the National Energy Technology Laboratory sites will be required to wear identification badges at all times. Identification badges will be assigned to a Contractor official for issuance to the personnel employed for work under this contract.

H.11 DOE-H-1011 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment C and 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRE when applicable.

H.12 INSURANCE – MINIMUM REQUIREMENTS

In accordance with FAR 52.228-7 (Section I), the Contractor shall provide insurance in the minimum amounts as set forth below. The required amount of insurance to be carried by the Contractor under this section may be changed upon the Government's written notice to the Contractor.

(a) Worker's Compensation and Employer's Liability.

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. The Contractor shall obtain employer's liability coverage of at least \$100,000.

(b) General Liability.

The Contractor shall obtain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and property damage liability insurance coverage of at least \$500,000 per occurrence.

(c) Automobile Liability.

The Contractor shall obtain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles, including Government furnished vehicles, used in connection with performing the contract. The Contractor shall obtain coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage, including any property damage to Government furnished vehicles.

H.13 DOE-H-1009 POSITION QUALIFICATIONS

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" attachment set forth in, Section J, Attachment D, to this contract, except as the Contracting Officer may otherwise authorize.

H.14 KEY PERSONNEL/PROGRAM MANAGER & SITE COMMANDERS

(a) Introduction.

The key personnel, which include the Program Manager and Site Commanders, specified below, are considered to be critical to the success of all work being performed under this award and shall be full-time. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "DEAR 952.215-70 Key Personnel." Any changes to these personnel require prior DOE Contracting Officer's written approval.

(b) Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "DEAR 952.215-70, Key Personnel," Key Person(s) are considered managerial personnel.

The Program Manager is the most senior resident manager. This individual is responsible for the planning, implementation, management, performance, and supervision of the contract. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative may issue within the terms and conditions of the contract.

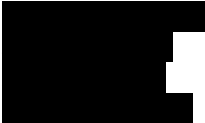
In addition, a Site Commander is the most senior officer and is required for each of the three locations (i.e. Albany, OR; Pittsburgh, PA; & Morgantown, WV).

(c) Definitions.

For the purposes of this Clause, Changes to Key Personnel is defined as: (i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the Contract.

(d) Key Personnel for this Contract.

The Key Personnel that have been approved for this contract are identified below. Any changes to these personnel require prior DOE Contracting Officer's written approval.

<u>Name</u>	<u>Position/Title</u>
	Program Manager Site Commander, Albany Site Commander, Morgantown Site Commander, Pittsburgh

The Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer.

H.15 CONFIDENTIALITY OF INFORMATION

To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- A. Information which, at the time of receipt by the Contractor, is in the public domain;
- B. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- C. Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- D. Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees that upon request by DOE it will execute a DOE-approved nondisclosure/nonuse agreement with any party whose facilities or proprietary data the Contractor is given access to or is furnished. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

This clause shall flow down to all subcontracts.

H.16 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications and Other Statements of the Offeror for this contract shall be incorporated by reference.

H.17 DOE-H-1024 ALTERNATIVE DISPUTE RESOLUTION (ADR)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

(1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.18 DOE-H-1025 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

The Government may award contracts for on-site work or services to additional contractors. The Contractor shall cooperate fully with all other on site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

H.19 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. The following criteria, which are not all inclusive and may vary depending on access requirements, shall be considered reasons to deny access to NETL:

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 (s) (i) cooperates with DOE officials responsible for granting access to DOE –owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

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

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

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

All questions and compliance issues should be directed to the NETL Security Officer.

H.20 DOE-H-1031 CONTRACTOR COMMUNICATION RELEASES

The DOE policy and procedure on news releases requires that all Contractor communication releases (i.e., press releases, public statements) be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) working days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned news releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.21 DOE-H-1033 PERMITS AND LICENSES

Within sixty (60) days of award, the Contractor shall submit to the DOE Contracting Officer Representative (COR) a list of Environment, Safety and Health approvals that, in the Contractor's opinion, shall be required to complete the work under this award. This list shall include the topic of the approval

being sought, the approving authority, and the expected submit/approval schedule. The COR shall be notified as specific items are added or removed from the list and processed through their approval cycles.

The Contractor agrees to include this clause in their first-tier subcontracts and agrees to enforce the terms of this clause.

H.22 ENVIRONMENTAL, SAFETY, AND HEALTH MANAGEMENT SYSTEM POLICY AND ENVIRONMENTAL ASPECT AND OBJECTIVE/TARGET CONSIDERATIONS

The Contractor must be knowledgeable of NETL's environment, safety, and health management system policy, aspects, objectives and targets and consider how their work could affect or create additional aspects or objectives. The Contractor shall support NETL's ISO 14001 and OHSAS 18001 certifications by ensuring that his/her employees and work practices support the NETL ES&H policy, plans, procedures and the objectives and targets.

H.23 ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS

- A. The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of his/her employees, other NETL employees, and the public, and to prevent damage to the environment and NETL-owned materials, supplies, equipment, facilities, and any other NETL-owned property.
- B. The Contractor shall comply with the requirements of NETL's environment, safety, and health (ES&H) programs as implemented through NETL directives (orders, operating plans and procedures). These programs are based on conforming to the requirements listed on NETL's focused standards list (reference Part II, Section H, clause entitled Focused Standards List), which is a compendium of applicable Federal, State, and local regulations; consensus standards; and DOE directives. In particular, the Contractor shall comply with the procedural, recordkeeping, and reporting requirements of these ES&H programs and their supporting directives. Where conflict exists among the standards' requirements, the most protective shall be adopted, unless relief is provided by the contracting officer.
- C. The Contractor shall generate and implement an integrated safety management (ISM) plan describing how the Contractor will implement NETL's ES&H policy and the DOE ISM philosophy, as outlined in ISM directives, into the planning, budgeting, execution, and assessment of work activities. The plan shall describe the Contractor's approach to:
 - 1. The integration of ISM's five functions: defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance into its everyday work activities, and
 - 2. Demonstrating ISM's seven guiding principles: workforce responsibility and accountability; clear roles, responsibilities, and authorities; competence commensurate with responsibilities, balanced priorities, identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization.

The Contractor shall describe in this plan how the Contractor's work will be integrated with NETL's ISM System. The Contractor shall submit the plan to the Contracting Officer or his/her representative for review and approval within 30 days after the date of contract award. This plan shall be updated annually and resubmitted to the Contracting Officer or his/her representative for review and approval.

- D. The Contractor shall comply with NETL directives on conducting safety analysis and reviews for research and development projects, support operations, and facility construction and maintenance and shall implement the requirements resulting from the analysis and review.
- E. Contractor employees shall complete mandatory ES&H training as required by the nature of job being performed or by legal, DOE or NETL requirements. The Contractor shall maintain training records for his/her employees to demonstrate that training has been completed.
- F. The Contracting Officer shall notify the Contractor, in writing, of any non-conformance with the ES&H requirements of this contract. After receipt of such notice, the Contractor shall immediately take corrective action. In the event that the Contractor fails to comply with NETL's environment, safety, and health requirements, the Contracting Officer may, without prejudice to any other legal or contractual rights of the DOE, issue an order stopping all or any part of the work; thereafter, a start order for work resumption may be issued by the Contracting Officer. The Contractor shall make no claim for an extension of time, or for compensation or damages by reason of, or in conjunction with, such work stoppage.
- G. The Contractor shall include this environment, safety, and health clause in all subcontracts requiring work at the NETL sites and shall be responsible for ensuring that subcontractors adhere to these ES&H requirements.
- H. The DOE or its authorized representative shall have the right to inspect any work areas or facilities occupied by the Contractor.
- I. The Contractor shall keep records such as raw data, interpreted results, reports, correspondence, and other materials proving regulatory and standard compliance, according to DOE records management schedules.
- J. Accidents or incidents resulting in human injury or property damage are to be reported immediately to the Contracting Officer or his/her representative. Notification, recording, and reporting requirements for accidents or incidents shall be conducted in accordance with 29 CFR 1904 and 1910 and the associated NETL directives. The Contracting Officer or his/her representative shall be provided with copies of all required documentation within 10 days of the accident or incident.
- K. The Contractor shall maintain an accurate record of onsite hours worked and shall provide this information to the Contracting Officer or his/her representative upon request in order to calculate hours-based ES&H statistics.
- L. The Contractor shall collect metrics on environment, safety, and health performance as determined by NETL in addition to those contained in their ISM plan. These metrics may change with time. The following are examples and may not represent the actual metrics that will be required to be reported: recordable injury/illness rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked); days away or restricted time rate (total number of OSHA-defined lost work day cases or restricted days cases/total hours worked); and hazardous waste generated (total cubic feet of hazardous waste shipped); number of employees who have completed ES&H training on-time; number of inspections/assessments conducted; and number of employees participating in the emergency response program. The metrics shall be provided to the Contracting Officer or his/her representative.

NETL depends on Federal and Contractor employees to staff its emergency response organization (ERO), including the HAZMAT/rescue team. The Contractor shall allow participation of his/her employees in NETL's site-wide emergency response program. Participants shall be allowed the time necessary to fulfill ERO training obligations. The Contractor whose employees participate in emergency response functions shall be responsible for providing any additional liability insurance or supplemental insurance deemed appropriate by the Contractor for the ERO positions that their employees occupy.

H.24 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION

- A. The Contractor shall implement the DOE work in accordance with all applicable Federal, State and local laws, including codes, ordinances and regulations, covering safety, health and environmental protection.
- B. The Contractor agrees to include paragraph (A) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

H.25 HAZARDOUS WASTE MANIFESTS AND LABELS

The Contractor shall not identify, on waste manifests or container labels or otherwise, the DOE or the NETL as the owner or generator of hazardous waste without written permission, signed by the Contracting Officer or his/her designee.

H.26 INDEMNITY -- ENVIRONMENTAL, HEALTH AND SAFETY VIOLATIONS

Should the Contractor, in the performance of work under this contract, fail to comply with the requirements of environmental permits, local laws or regulations, State laws or regulations, Federal laws or regulations, the Performance Work Statement and its attachments, and cause any environmental, health, or safety liability to be assessed against the Government, the Contractor agrees to indemnify the Government for this liability. This requirement shall be placed in all subcontracts awarded by the Contractor under this contract. The provisions of this clause are limited to liabilities not otherwise addressed by other provisions of this contract.

H.27 FOCUSED STANDARDS LIST

The Contractor shall adhere to all applicable NETL ES&H Focused Standards as indicated in the Focused Standards list which is currently posted on the SSC electronic reading room located at

<http://netl.doe.gov/business/site-support>

This list may be modified from time to time during the contract. After contract award, the list will be available at the following NETL Intranet site: http://intranet/ESH_ISO/standard/focused.pdf

This Focused Standards List has been primarily derived from selected Standard References contained in NETL issued directives. It should not be construed that all of the standards on the list would be applicable to operations required under this contract.

H.28 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS

In performing work under this contract, the Contractor shall comply with all relevant Federal, State, and local statutes, ordinances, laws, and regulations and DOE/NETL directives (e.g., orders, policies, and procedures).

H.29 DOE-H-1035 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) – PRIOR APPROVALS

The National Environmental Policy Act of 1969 (NEPA) requires that all Federal agencies consider the impacts of their projects on the human environment. As part of the DOE's NEPA requirements, the Contractor shall be required to supply to the DOE certain environmental information. DOE funds may only be expended by the Contractor on activities consistent with 40 CFR 1506.1, until DOE notifies the Contractor that all NEPA requirements have been satisfied. In the event that the Contractor expends its own or third party funds on activities not authorized by this provision, such expenditures are entirely at the Contractor's risk that DOE's NEPA analysis will support such activities.

H.30 DOE-H-1040 LOBBYING RESTRICTIONS (APPROPRIATIONS ACT 2013)

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

H.31 DOE-H-1048 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS MAY 2011

Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. As a service provider at a DOE facility you are urged to assist us in our efforts. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

- Alternative Fueled Vehicles and Alternative Fuels
- Biobased Content Products (USDA Designated Products)
- Energy Efficient Products
- Non-Ozone Depleting Alternative Products
- Recycled Content Products (EPA Designated Products)
- Water Efficient Products (EPA WaterSense Labeled Products)

You should familiarize yourself with these information resources:

- Recycled Products are described at <http://epa.gov/cpg>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are at <http://energystar.gov/products> for Energy Star products and
- FEMP designated products are at <http://www.eere.energy.gov/femp/procurement>
- Environmentally Preferable Computers are at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products at <http://www.epa.gov/ozone/strathome.html>
- Water efficient plumbing fixtures at <http://epa.gov/watersense>

In the course of providing services at the DOE site, if your services necessitate the acquisition of any of these types of products, it is expected that you will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and you may be asked to share information for our report.

H.32 DOE-H-1068 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (JULY 2011)

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

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

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

(e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

H.33 DOE-H-1069 TRANSITION TO FOLLOW-ON CONTRACT (JULY 2011)

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

(a) At the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for

possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

(b) Within fifteen (15) days after contract award, the Contractor and the outgoing contractor shall jointly prepare a mutual detailed plan for the phase-out and phase-in of operations. This plan shall specify a training and orientation program to cover each phase of the scope of work covered by the contract. A proposed date by which the Contractor will assume responsibility from the outgoing contractor for such work shall be established. The outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval.

(c) This clause shall apply to subcontracts as approved by the Contracting Officer.

H.34 COMMUNITY COMMITMENT

It is the policy of NETL to be a constructive partner in the geographic region in which NETL conducts its business. The basic elements of this policy include:

(1) recognizing the diverse interests of the region and its stakeholders;

(2) engaging regional stakeholders in issues and concerns of mutual interest; and

(3) recognizing that giving back to the community is a worthwhile business practice.

Accordingly, the Contractor agrees that its business operations and performance under the contract will be consistent with the intent of the policy and elements set forth above.

H.35 PAYMENT OF ADDITIONAL HOURS

Additional labor hours needed for emergencies and special events shall be requested in writing by the contractor and sent to the COR for approval. In the case of an emergency verbal contact may be made first; but, the request must be followed up in writing. The request shall include a description of the event, number of hours being requested, and why extra labor hours are the best option to provide the coverage needed. The request, along with the COR's concurrence, shall be submitted with the invoice on which the hours are billed.

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 this/these address(es):

Federal Acquisition Regulations (Clauses starting with 52): <https://www.acquisition.gov/far/> OR <http://farsite.hill.af.mil/vffara.htm>

Department of Energy Regulations (Clauses starting with 952): <http://farsite.hill.af.mil/VFDOE1.HTM>

I.2 52.202-1 DEFINITIONS (NOV 2013)

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

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

I.3 952.202-1 DEFINITIONS

- (c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

I.4 52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative -
 - (1) Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled -
 - (1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I.5 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

I.6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

I.7 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(a) Definitions.

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause,

(1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from --

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head

of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or

(ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

I.8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102-2104, Restriction on Obtaining and Disclosing Certain Information, the Government may --

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which --

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either --

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.9 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(a) Definitions. As used in this clause-

"Agency" means "executive agency" as defined in Federal Acquisition Regulation (FAR) 2.101.

"Covered Federal action" means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment

in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees. (i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern-

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

- (e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.
- (g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.
- (2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.

I.11 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation" -(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall-

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use

by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business

ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

I.12 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

I.13 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.14 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

"Postconsumer fiber" means-(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

I.15 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

1.16 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARD (JUL 2013)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)

(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.frs.gov>, if—

- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

- (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000,

the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

I.17 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

(a) *Definitions.* As used in this clause—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS 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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart [32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [Subpart 4.14](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain

registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(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 SAM database;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM 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 SAM 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 SAM. Information provided to the Contractor’s SAM 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.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

I.18 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

(a) Definition.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

- (1) Contract number and, as applicable, order number.
- (2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.
- (3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
- (4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor’s failure to comply with the reporting requirements a part of the Contractor’s performance information under FAR [Subpart 42.15](#).

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

- (i) Subcontract number (including subcontractor name and DUNS number); and
- (ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

I.19 952.208-70 PRINTING (APR 1984)

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in

connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

**I.20 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR
PROPOSED FOR DEBARMENT (AUG 2013)**

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause-

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that-

- (1) Exceeds \$30,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

I.21 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)

(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 therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of two (2) 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.22 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to-

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General.

- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.
- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter

period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition -

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and -

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I.23 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

I.24 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 60 days.

I.25 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.26 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that--

(1)

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d)

(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm ; or <http://www.sba.gov/hubzone> ;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov

I.27 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

- (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) *Supplies (other than procurement from a non-manufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, **not including the cost of materials, with its own employees.**
- (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.28 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer –

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan;
and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan
or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The **Bouthantharaj Corporation DBA DFW Security Protective Force** will notify the DOE/NETL Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.29 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts—

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 561612 assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

I.30 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

I.31 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor

in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

I.32 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2014)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

I.33 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) "Service employee," as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c)

(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service

employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)

(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)

(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the

Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;
- (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
- (3) The recordkeeping requirements of paragraph (f) of this clause.

I.34 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.35 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto

Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to -

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

I.36 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

(a) Definitions. As used in this clause -

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

"Disabled veteran means" -

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to

compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Executive and senior management" means -

(1) Any employee -

(i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

(ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(iii) Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

"Other protected veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General. (1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

- (i) Recruitment, advertising, and job application procedures.
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- (iii) Rate of pay or any other form of compensation and changes in compensation.
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- (v) Leaves of absence, sick leave, or any other leave.
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- (viii) Activities sponsored by the Contractor including social or recreational programs.
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR part 60-300, subpart C.

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as

the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall-

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include-

(1) Withholding progress payments;

(2) Termination or suspension of the contract; or

(3) Debarment of the contractor.

(g) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

I.37 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(a) *General.*

(1) Regarding any position for which the employee or applicant for employment is qualified, the

Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as -

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating -
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate

actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.38 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

(a) Definitions. As used in this clause,

"Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on -

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date -

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

I.39 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be -

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/>

EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to

section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.40 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

(a) *Definitions.* As used in this clause—

“Contractor” when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification

and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally

determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this

contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.*

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in

paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wage otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under section 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.41 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage	Fringe Benefits
Guard II	\$17.18	\$7.73

I.42 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
- (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
- (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.43 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

"Coercion" means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

- (1) Notify its employees of--
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in--

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

I.44 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless-

(1) The product cannot be acquired-

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall-

- (1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than-

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

I.45 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) Definitions. As used in this clause-

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

I.46 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs;
and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

I.47 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

I.48 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

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

"Energy-efficient product"-

(1) Means a product that-

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are-

(1) Delivered;

- (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (3) Furnished by the Contractor for use by the Government; or
- (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

- (1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or
- (2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for-

- (1) ENERGY STAR at <http://www.energystar.gov/products>; and
- (2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

I.49 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

I.50 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause -

"Driving" - (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

- (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or

electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to -

(1) Adopt and enforce policies that ban text messaging while driving -

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as -

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

I.51 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

I.52 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

I.53 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to -

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

I.54 52.225-5 TRADE AGREEMENTS (NOV 2013) (DOE DEVIATION) (FEB 2008)

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

~~Caribbean Basin country end product~~

~~(1) Means an article that~~

~~(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or~~

~~(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and~~

~~(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).~~

~~(A) For this reason, the following articles are not Caribbean Basin country end products:~~

~~(1) Tuna, prepared or preserved in any manner in airtight containers;~~

~~(2) Petroleum, or any product derived from petroleum;~~

~~(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and~~

~~(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;~~

~~(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <http://www.usitc.gov/tata/hts/>. In particular, see the following:~~

~~(1) General Note 3(c), Products Eligible for Special Tariff treatment.~~

~~(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States Caribbean Basin Trade Partnership Act of 2000.~~

~~(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).~~

~~(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States Caribbean Basin Trade Partnership Act; and~~

~~(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.~~

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

~~(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).~~

Designated country end product means a WTO GPA country end product, an FTA country end product, a least developed country end product, ~~or a Caribbean Basin country end product.~~

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Free Trade Agreement country end product means an article that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

Least developed country end product means an article that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

WTO GPA country end product means an article that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate DOE Deviation) (FEB 2008)."

I.55 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

I.56 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent--

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

I.57 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective -

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.58 52.228-7 INSURANCE – LIABILITY TO THRID PERSONS (MAR 1996)

(a)

(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program, provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed -

(1) For that portion -

(i) Of the reasonable cost of insurance allocable to this contract; and

(ii) Required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the

performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for –

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor);
or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) -

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of -

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall –

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

I.59 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(a) As used in this clause-

"All applicable Federal, State, and local taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) (1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be-

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to

sustain the exemption.

I.60 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I.61 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

I.62 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

I.63 52.232-17 INTEREST (MAY 2014)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

- (1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (e) Amounts shall be due at the earliest of the following dates:
- (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (1) The date on which the designated office receives payment from the Contractor;
 - (2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

I.64 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.65 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the end of the fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the end of the fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.66 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

I.67 52.232-25 PROMPT PAYMENT (JUL 2013)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of

shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the

supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was

made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

I.68 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT

information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

I.69 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from

(1) the date that the Contracting Officer receives the claim (certified, if required); or

(2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I.70 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

I.71 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

I.72 952.215-70 KEY PERSONNEL (DEC 2000)

(a) The personnel listed below or elsewhere in this contract (H.14 Key Personnel/Program Manager and Site Commanders) 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.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

I.73 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

I.74 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.

I.75 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.76 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.77 52.245-1 GOVERNMENT PROPERTY (APR 2012)

(a) Definitions. As used in this clause-

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

"Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

"Loss of Government property" means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Production scrap" means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Property Records" means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property" See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Unit acquisition cost" means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1)The Contractor shall use Government property, either furnished or acquired under this

contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the

Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government

property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain,

in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) Relief of stewardship responsibility and liability. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.
- (3) Quantity.
- (4) Accountable contract number.
- (5) A statement indicating current or future need.
- (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- (7) All known interests in commingled material of which

includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when--

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases;

physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and dispositions of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to

the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) Inventory disposal schedules.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report--

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has

obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal

scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(4) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively

I.78 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that -

(1) Occurs after Government acceptance of services performed under this contract; and

(2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of -

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing

of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

**I.79 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED-PRICE) (APR 2012)**

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government -
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of -

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the

settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including -

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted -

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I.80 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

- (a) (1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
 - (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).
- (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.81 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

Section J - List of Documents, Exhibits and Other Attachments

J.1 LIST OF ATTACHMENTS

List of Attachments (Contract)

Attachment	Description
A-1	Performance Work Statement (PWS)
B	Reporting Requirements
B-1	Contract Organizational Chart
C	U.S. Department of Labor Wage Determination/Collective Bargaining Agreements
C-1	DE-SOL-0006851 Attachment 1 Albany, OR: Wage Determination No: 2005-2439 Revision Number 15 Dated July 25, 2014
C-2	DE-SOL-0006851 Attachment 2 Morgantown, WV: Wage Determination No: CBA-2005-2730, Revision Number 6 Dated March 19, 2014
C-3	DE-SOL-0006851 Attachment 3 Pittsburgh, PA: Wage Determination No: CBA-2005-2729, Revision Number 4 Dated March 19, 2014
D	Position Descriptions/Minimum Qualifications
E	Government Furnished Property List

**Performance Work Statement
Site Security Services
National Energy Technology Laboratory**

1.0 SCOPE

The Contractor shall furnish all the necessary personnel, materials, services, and otherwise do all things necessary to perform the work as set forth below.

The Contractor shall furnish all contract oversight management, supervision and technically trained personnel to provide routine and emergency site security protection and support services for the United States Department of Energy (DOE), National Energy Technology Laboratory's (NETL's) employees, Contractors, visitors, and customers. These services include, but are not limited to: patrol, entry control, parking and traffic control, and security and fire safety surveillance duties. The Contractor shall provide competent, trained, uniformed security officers who meet the standards for providing private guard services in the applicable locality and state; in addition to the standards described herein. Security officers are unarmed Contractor employees who conduct security duties at DOE facilities. They are not authorized to carry firearms and are not empowered with any arrest authority. These services are required at the following NETL locations: Albany, Oregon; Morgantown, West Virginia; and Pittsburgh, Pennsylvania facilities.

The Contractor shall maintain all management, supervision, manpower, training, screening, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, files and any other resources necessary to accomplish services as described here in. The Contractor shall perform to the standards required in this contract and will be expected to work closely with NETL representatives throughout the duration of the contract.

Site security services shall be provided twenty-four (24) hours per day, seven (7) days per week (24/7), and 365 days per year. The level of effort will be determined by the specific Security Condition (SECON) level the DOE is under at any particular time.

2.0 DESCRIPTION OF SERVICES

The Contractor shall provide the security service staffing levels as dictated per the current SECON level unless otherwise directed by the Government for its customers, visitors, employees, and vendors. Business hours at NETL are 0800 to 1630, Monday through Friday; however, NETL staff may be on site 24 hours a day. The required security officer staffing level and post coverage are as specified in this PWS in Section 4.0. Security services and technical requirements to be provided during the execution of this contract include the following.

2.1 GENERAL DUTIES AND RESPONSIBILITIES

- 2.1.1 Guard and protect all Government property, information, documentation, material, buildings, and equipment from unauthorized access, theft, or sabotage.
- 2.1.2 Develop, maintain, and document a training plan in accordance with the DOE National Training Center (NTC)-approved training program. Formal job task analysis shall be conducted by the Contractor and used in the development of the plan and approved by the DOE NTC. The Contractor shall also document training and certification of security officers in the skills, concepts and other requirements as outlined in the contract.
- 2.1.3 Maintain knowledge of appropriate federal, state, and local statutes and ordinances, regulatory requirements, and periodic updates provided by the Government as they pertain to security work at NETL. Security personnel shall be trained as stated in DOE O 473.3 based on site specific job analysis and training programs.
- 2.1.4 Respond to and provide assistance to NETL federal and Contractor employees, visitors, and emergency response personnel involving security- and safety-related situations, demonstrating common sense and good judgment, and in compliance with NETL's policies and procedures.

- 2.1.5 Comply with additional responsibilities set forth in special orders, manuals, and procedures issued by the Government but not specifically mentioned in this PWS.
- 2.1.6 Raise and lower Government-furnished U.S. and departmental flags at the request of DOE, and when necessary, replace worn flags. Assure the flags are flown at half-staff as required or as directed by the Facility Security Officer (FSO) and Contracting Officer Representative (COR) in response to special orders issued by the President of the United States or the governors of the locale. The U.S. Flag Code shall be followed (U.S.C. Title 36, Chapter 10).
- 2.1.7 Provide supervisory function to the security officers to a level which successfully manages the safety of officers, ensures compliance with the PWS, identifies and corrects performance issues, and addresses issues with the conduct of personnel under its employ.
- 2.1.8 Cooperate with and assist law enforcement agencies in connection with crimes committed against NETL, including maintaining the scene to protect possible evidence in accordance with established procedures.
- 2.1.9 At the direction of the COR, assist in the conduct of inquiries related to losses and thefts of Government and personal property, employee misconduct, and other security-related incidents. Security officer participation in inquiries shall be documented and reported to the COR and FSO by means of an incident report.

2.2 SECURITY SYSTEMS MONITORING AND RESPONSE

- 2.2.1 Respond to all alarm conditions. Monitor and respond in a timely manner to security alarms, intrusion detection systems, and other protection devices or equipment as detailed in NETL policies and post orders (In accordance with 2.7.3 below).
- 2.2.2 Monitor the NETL fire protection system and ensure that, in the event of a fire, access by the fire department is not restricted.
- 2.2.3 Monitor building conditions and alarms systems such as gas, fire, heating, ventilation, and air conditioning. The Contractor shall report unusual occurrences as required by post orders.
- 2.2.4 Monitor site security systems and infrastructure and submit work orders or notify the FSO and COR as appropriate to initiate repairs.

2.3 ACCESS AND EGRESS

- 2.3.1 Enforce all access control procedures through the identification of personnel (and visitors) and control of entrances and exits. Enforce control over removal of Government property, documents, or equipment as identified by the Government.
- 2.3.2 Immediately report to authorized DOE security staff, local law enforcement, and offsite agencies when required, incidents involving persons observed attempting to gain, gaining, or who have gained unauthorized access to any NETL facility.
- 2.3.3 Conduct routine and random patrols throughout the NETL sites. Routes shall be varied in order not to establish a pattern.
- 2.3.4 Conduct perimeter patrol by inspecting the entire perimeter fence at least monthly and submit work orders through NETL's work control system to have the fence repaired (when necessary).
- 2.3.5 Detect all trespassers or persons who gain or attempt unauthorized access to NETL by monitoring the closed circuit television system in the security control center and conducting random patrols

throughout the site.

- 2.3.6 Provide traffic, parking, and pedestrian control services. The Contractor shall direct traffic and issue written violations and warnings as required by NETL to ensure employee conformance to traffic standards. Tactful and courteous warnings or citations shall be made using the NETL-provided forms to individuals who violate site parking and traffic regulations. Abandoned vehicles shall be reported promptly in accordance with site requirements and current SECON level.
- 2.3.7 Conduct searches of vehicles and hand-carried items to ensure that prohibited articles are not introduced onto the site or Government property improperly removed from the site. Vehicle searches shall be standardized and conducted in accordance with written directions contained in approved post orders. Inspection frequencies are established in the facility security plans, and are incorporated by reference in the PWS as an applicable directive.
- 2.3.8 Work cooperatively with the unclassified foreign national visit and assignment program. The Contractor shall conduct planning and actions as necessary to enforce security policies with respect to foreign national visitors and assignees access.

2.4 BADGING SERVICES

- 2.4.1 Enforce personnel identification procedures as prescribed by NETL directives and policies. Officers shall issue written violations and warnings as required to ensure employee conformance to proper display of badges.
- 2.4.2 Provide employee badging services to include operation of the US Access Credentialing system and local badging system at each facility. Badging shall be done in accordance with Government directives by duly appointed and trained officers. Officers conducting badging operations must be properly screened and approved for issuance of a US Access Credential and receive an annual briefing on protection of personally identifiable information. Provide system administration duties germane to the functioning of the US Access Credentialing system to conduct the following roles within the US Access Credentialing system: Security officer, enrollment officer, and activator. Training for these positions is provided by NETL through GSA.
- 2.4.3 Maintain, issue, and retrieve identification badges, keys, access cards, and vehicle parking tags, and other security related items. Conduct annual badge inventory. Operate and manage access control systems for each facility to include managing access privileges.

2.5 KEY CONTROL

- 2.5.1 Maintain the master keying system and associated database for each facility. Implement or coordinate the repair and/or replacement of lock cores and pinning of locksets and re-key locks as necessary when personnel changes or security conditions warrant such actions. Install new locks and locksets. Perform and/or coordinate maintenance activities and change combination-type safe locks, and maintain a supply of locksets, hardware, and spare parts and keys for immediate replacement needs. Provide locksmith services by a licensed, bonded locksmith. Provide locksmith supplies such as keys, cores, and associated equipment. Maintain keying and combination records to the extent necessary to meet DOE requirements. When necessary refer hardware and maintenance needs to the facilities work control system.

Emergency locksmith requests will need to be completed within two (2) hours or less of notification. Emergency calls are defined as calls made for services (i.e. re-coring and/or re-keying) to an area on site that has been designated a security area. (i.e. the data center, human resources, emergency operation center, etc.) These emergency locksmith services shall be provided twenty-four (24) hours-a-day, seven (7) days-a-week, including federally-observed holidays. All other routine locksmith requests are to be initiated within one (1) business day of notification. If weather conditions or other delays dictate additional time, the COR must be contacted immediately.

- 2.5.2 Lock and unlock designated buildings, gates, and spaces on a predetermined schedule, and open buildings or spaces for authorized personnel as defined by the Government in the operating procedures. Program and operate facility access control and intrusion detection systems at each facility. Report any needed supplies, maintenance, or malfunctions of the systems to the FSO and COR.

2.6 EMERGENCY RESPONSE

- 2.6.1 When emergency situations arise that require immediate attention, the Contractor shall divert security officers from their normal assigned duties to meet these conditions, as directed by designated site emergency response officials or the FSO. Security officers will provide notifications to onsite personnel and offsite emergency organizations, monitor emergency communications, control access to the emergency scene, and perform other emergency response duties as required by NETL procedure. Position-specific emergency response training is provided by the Government.
- 2.6.2 In cases involving work place violence, provide defensive protection for those involved, as needed, and in accordance with the NTC training program and NETL policy. This may include weaponless self-defense and use of intermediate force weapons.
- 2.6.3 When the emergency has terminated and the security officers are no longer needed, they shall be directed to return to their normal assignment. No additional costs will be charged to the Government for the diversion of security officers to emergency response, unless officers are needed and approved by the COR to work additional hours.

2.7 DELIVERABLES AND REQUIRED OPERATING PROCEDURES

- 2.7.1 The Contractor shall provide reports in accordance with the Reporting Requirements Checklist. In addition, the following technical deliverables and procedures are required.
- 2.7.2 Transition Plan. After award, the Contractor shall provide weekly status and progress reports detailing the transition to the COR until transition is complete. The progress updates shall describe, to include projected milestones, the approach to staffing, and where applicable, transfer of duties from the incumbent Contractor; how the work in progress is assumed and transitioned in a timely and accurate manner; how staffing vacancy positions are being filled; and any update to the risk plan. In addition, this shall include the progress, including milestones, associated with the management plan to assume responsibility for NETL security services (i.e. relocating, recruiting, orienting, training of key personnel; and recruiting, orienting and training staff other than key personnel).
- 2.7.3 Security Directives Manual. The Contractor shall implement and maintain security directives manuals for each post or function staffed by security personnel. The Officers are responsible for familiarizing themselves with the content of the manuals and to demonstrate their knowledge and understanding. The manuals shall include the following documents:
- All DOE/NETL security-related internal and external policies, plans, and procedures.
 - Established general orders that contain security functions that apply to all sites and all posts.
 - Established post orders that are specific to the work requirements of the post or function at the individual site. These contain any necessary direction and/or detail for the operation of the individual post(s).

The Contractor is responsible for monitoring, identifying, and updating the content of the existing security directives manuals as Government (DOE/NETL) security-related directives are modified or updated, and as COR technical direction is received. General and post orders shall be updated as changes to the Government documents are issued, with COR approval. In addition, all security directives manuals shall be reviewed annually and updated as appropriate at the direction of the COR.

The Contractor is responsible for presenting revisions, deletions, additions, etc., to the COR for review and acceptance. The Contractor shall track all changes from the original version. Official changes to and implementation of these documents shall not occur until COR approval/concurrence is received.

Security directives manuals shall be available to the FSO, COR, or alternate COR as supporting documentation of Contractor adherence to the contract and facility security plans.

- 2.7.4 Incident Reports. The Contractor shall respond to suspicious incidents and take reports. When necessary and deemed appropriate, the Contractor shall follow incidents to their conclusion in accordance with appropriate Government directives and Contractor-provided general and post orders.

Additionally, the Contractor shall report security deficiencies and incidents. These reports shall be provided to the FSO, COR, or alternate as soon as possible, but in no case will the report be deferred to a later time or shift without the prior authorization of the COR/alternate COR following the incident and updated thereafter as needed.

The format for handling incident reports will be contained within the general orders and shall include, but not be limited to, date and time of incident; date and time of report; narrative report of incident; notifications made; and any follow-up actions performed. Changes to the existing report must be pre-approved by the COR prior to use and shall be consistent at all three sites.

- 2.7.5 Duty Logs. The Contractor shall maintain a written, twenty-four (24) hour duty log of activities, observations or incidents that require action at all stations or posts. If conditions warrant additional documentation and notification, as specified in the operating procedures and approved by the FSO/COR, an incident report shall be written (in accordance with Section 2.7.4 above) and submitted to the FSO, COR, and other organizations as appropriate. Changes to the existing duty log must be pre-approved by the COR prior to use and shall be consistent at all three sites.

Duty logs shall be available to the FSO, COR, or alternate COR as supporting documentation of Contractor adherence to the contract and facility security plans.

- 2.7.6 Weather Reports. The Contractor shall monitor the weather conditions and notify designated personnel for snow removal and other adverse weather conditions affecting their respective facility. The format for handling weather reports will be contained within the general orders and shall include, but not be limited to, date and time of report; temperature; precipitation type; current site conditions (i.e., are sidewalks and roads clear, are utilities impaired by the weather conditions); and what work is currently being done (i.e., has the snow crew arrived, are the sidewalks/roads in the process of being cleared). Changes to the existing report must be pre-approved by the COR prior to use and shall be consistent at all three sites.

- 2.7.7 Loss & Theft Reports. The Contractor shall submit monthly and annual reports of loss and theft to the FSO, COR, and Alternate COR on NETL Form 470.1-1/1. The individual that experienced the loss or theft provides the Contractor with information on the item(s). The format for handling loss and theft reports will be contained within the general orders and shall include, but not be limited to, the date and time received in security; estimated value of item; narrative on the results of the officer inquiry; and the officer's recommendation. The Contractor shall also submit loss and theft reports for Government property to the DOE Inspector General's representative for the specific site.

- 2.7.8 Progress Meetings Minutes. The Contractor Program Manager and other appropriate staff will meet as necessary with the COR and other appropriate Government staff to discuss concerns and matters that may impact contract performance. The meeting schedule, frequency and location shall be mutually agreed upon. During the progress meetings, the Contractor shall provide insight into potential difficulties and on any upcoming Contractor initiatives to enhance or maintain the qualifications of security personnel working on this contract. The meeting shall be the venue for Government personnel to discuss new policy, new or updated training requirements, or other pertinent topics to in-

clude upcoming events that may have an impact on the performance of this contract.

The Program Manager is responsible for developing a draft meeting agenda and forwarding it to the COR for comments 24 hours prior to the scheduled meeting. The Contractor is also responsible for taking minutes of the meeting to document topics discussed and action items identified during the meeting and provide the minutes to the COR within 48 hours after the meeting. The COR shall review the minutes, and provide comments for incorporation within 48 hours of receipt of the minutes. After incorporation of the comments the Program Manager shall distribute the minutes to all attendees of the progress meeting within five business days.

3.0 REQUIRED HOURS AND POSTS

3.1 The Contractor shall provide, at a minimum, security officers to fill posts as described below. The number of and labor hours of security officers needed per shift and post is determined by the current SECON level that DOE has declared. When SECON levels are changed, the COR shall notify the Contractor verbally as soon as the information is known. The COR shall provide written direction to the Contractor within 24 hours following such verbal direction or prior to close of business on the next business day (business hours are Monday through Friday, 0800 to 1630) if the event occurs during a holiday or weekend. Additional staffing may be needed during special events and during emergencies, when requested by the Contractor and approved in advance by the COR. Staffing levels shall be such to successfully meet the requirements of protection established for the SECON level and to successfully manage security roles and responsibilities during emergencies and special events.

3.2 SECON Levels 3, 4, and 5: The minimum post requirement is all fixed post vehicle gates, when opened, shall be covered by a security officer. Pedestrian gates to enter site are closed at all times and entry is controlled by an access control system. Specific inspection frequencies are identified in the site facility security plan. Fixed post locations are established by NETL per DOE Order 473.3 guidance. (www.directives.doe.gov/) Locations are provided on site maps. The schedule addresses requirements by DOE to establish post locations and ensure that proper protective force work hour requirements are enforced. Total weekly level of effort (LOE) in labor hours is also provided. Each site has different requirements based on the area and layout of the facility, the number of employees on site, and the average number of visitors and off-site Contractors coming on site.

Albany, OR			Morgantown, WV			Pittsburgh, PA		
Post	Coverage	LOE/week (hh:mm)	Post	Coverage	LOE/week (hh:mm)	Post	Coverage	LOE/week (hh:mm)
Control center	24/7	168:00	Control center	24/7	168:00	Control center	24/7	168:00
Patrol	24/7	168:00	Patrol	24/7	168:00	Patrol	24/7	168:00
Post 1: entry control /inspections	0600-1730 Mon-Fri	57:30	Post 1: entry control /inspections	0600-1730 Mon-Fri	57:30	Post 95: entry control /inspections	0600-1730 Mon-Fri	57:30
			Post 1: entry control /inspections	0700-1500 Mon-Fri	25:00	Post 924: entry control /inspections	0600-1730 Mon-Fri	57:30
		393:30			418:00			451:00

3.3 SECON Level 2: Implementation of measures in this SECON level for more than a short period of time probably will create hardship and affect routine activities of the site and its personnel. Increased frequency of inspections above Level 3 is required, including detailed vehicle inspections and inspections of packages. Also required is an increase in the level of patrols conducted in addition to those performed at lower levels. The estimated LOE for SECON level 2 is as follows. Specific needs of SECON Level 2 will be directed by the COR and FSO.

Albany, OR:	477 labor hours per week
Morgantown, WV:	502 labor hours per week
Pittsburgh, PA:	535 labor hours per week

- 3.4 SECON Level 1: This condition applies in the immediate area where a malevolent or terrorist act has occurred or is expected to occur. Security forces must be able to ensure absolute control over access to the site. This is expected to be a very short term measure should it be declared. It is expected this condition will require an additional two officers per shift (additional 336 hours per week, per site) to maintain above those required for SECON level 2.

4.0 TRAINING

- 4.1 If the Contracting Officer determines Contractor employees do not possess required training/certification as outlined below, the CO will direct the Contractor to immediately remove such employees from duty and provide qualified replacements at no additional cost to the Government.
- 4.2 The Contractor shall ensure personnel performing services under this contract acquire and maintain the applicable locality and state certifications.
- 4.3 Training of each employee shall be accomplished in accordance with the Training Approval Program (TAP) developed by the Contractor. The TAP shall be developed, approved, and executed in accordance with DOE Order 473.3, Protection Program Operations (www.directives.doe.gov/). A specific job task analysis and training program shall be developed, approved, and maintained for each position. This will include continuing revision, updates, and approvals throughout the contract period. The TAP will encompass all personnel assigned duties under this contract. All instructors shall have completed, or complete within the first year of assignment, Basic Instructor Training offered through the DOE NTC. Renewal of this training every 3 years is also required for instructors. The Contractor shall allocate 40 hours of additional time per year per officer for compliance with the annual training requirements stated here and elsewhere in the PWS.
- 4.4 Certification of each employee's completion of all required training courses shall be maintained on file by the Contractor. Training shall be provided by persons who are qualified to instruct the specific subject.
- 4.5 Probationary personnel shall be required to successfully complete at least 40 hours of on-the-job training that includes all shifts prior to beginning assignment at NETL.
- 4.6 In addition to the training required by the NTC TAP, all Contractor employees shall receive the following, on-the-job, Government-provided training within 6 months of beginning assignment at NETL and as a refresher on an annual basis. This list will vary depending on requirements. Some of the training is offered through computer-based training modules and some is hands-on. The training will include, but not be limited to:

- Hazardous Communications Introduction
- Confined Space Entry
- Electrical Safety and Lockout/Tagout
- Hearing Conservation
- Blood borne Pathogens
- Waste Management/Hazwaste Overview
- ES&H Awareness Training
- Chemical Hygiene Training
- Fire Extinguisher Training
- HAZWOPER Awareness Level
- First-Aid
- CPR Heart Saver
- Heart Saver Automatic External Defibrillator Training and Certification

- General Employee Emergency Response Training
- Emergency Response Organization Position Specific Training
- Continuity of Operation

4.7 New employee computer-based training shall be completed within 30 days of entry on duty, or as otherwise directed by the owner of the training, e.g., safety office.

5.0 STANDARDS OF CONDUCT

- 5.1 Report actual or suspect violations of law, regulations, or policy, including fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g. OIG , other law enforcement, supervisor, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements: false claims: bribery; kickbacks; fraud, DOE environmental, safety, and health violations; theft; computer crimes; Contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. An employee may always report incidents and information directly to the OIG.
- 5.2 Neglect of duties and all forms of insubordination shall not be allowed. This includes sleeping on duty, unreasonable delays, and failure to carry out assigned tasks, conducting personal affairs during duty hours, submitting false reports, abandoning posts, misuse of Government property, and refusing to render assistance or cooperate in upholding the integrity of the security at the site. Disciplinary action in response to violations of these requirements will be provided by the Contractor to his/her employees.
- 5.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be permitted. Officers shall remain professional in all dealings and exercise restraint when confronted with verbal and/or physical assaults, exercising the force continuum as needed to address the situation. Violations to these requirements and associated disciplinary actions will be provided by the Contractor to his/her employees.
- 5.4 The Contractor shall not allow any employee (while on duty) to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances which produce similar effects. Violations to this requirement and associated disciplinary actions will be provided by the Contractor to his/her employees.
- 5.5 The Contractor shall not employ any officer whose conduct, on or off the job, would cause doubt about the officer's honesty, integrity, or trustworthiness. Officers who fail to faithfully execute their duties, engage in workplace misconduct, become involved in criminal proceedings, or otherwise fail to conduct themselves in a professional manner can be restricted from providing services under this contract by the CO.

All Contractor employees are subject to the same level of investigation as NETL employees. The level of background investigation commensurate with the level of access needed to perform the work included in this contract is a National Agency Check with Written Inquiries (NACI). This requirement is applicable to all sub-contractor personnel requiring the same access.

Any officer with pending criminal charges shall be suspended from the site pending the outcome of the criminal case. Those individuals, who receive a favorable adjudication of pending charges, may have their site access re-established at the discretion of the COR. Those individuals, who receive an unfavorable adjudication of pending charges, will have their site access removed indefinitely.

6.0 GOVERNMENT-FURNISHED EQUIPMENT

- 6.1 The Contractor shall use and/or operate Government-provided equipment in a responsible manner. The Contractor is solely responsible for care and accountability of Government –provided equipment in accordance with terms and conditions of this contract. Certain items of Government furnished property/equipment are likely to be provided to individual employees of the Contractor. As such, it is the Contractor's responsibility to ensure items are returned upon the termination of employment with the Contractor.

- 6.2 The Contractor shall return all Government-provided property to the COR when property is no longer necessary for contract performance, expired, employee terminations/resignation, or at the direction of the COR.
- 6.3 The Contractor shall use Government property for official Government business only, in performance of this contract. Contractor and contract employees shall not use Government property in any manner for any personal advantage, business gain or other personal endeavor.
- 6.4 The Contractor shall be provided with numbered uniform shields that have been officially approved by NETL for issuance and use as official identification for security officers. Each officer shall be issued two identically numbered uniform shields. The uniform shield shall be worn on the outer garment of the uniform at all times. Uniform shields shall be controlled to prevent unauthorized use. Issuance and control of the uniform shields shall be done in accordance with detailed technical direction provided by the COR.
- 6.5 Uniform patches indicating the Government agency shall be provided by NETL. Uniform patches shall be controlled to prevent unauthorized use. Identifying uniform patches shall be issued and controlled by the Contractor, per a plan as outlined in the General/Post Orders, approved by the FSO and COR. Only uniformed patches described in Section 7.3 shall be authorized for wear on the uniform. Issuance and control of the uniform patches shall be done in accordance with detailed technical direction provided by the COR.
- 6.6 Training aids and training versions of duty gear for formal training programs to include red man suits, mats, training batons, cuffs, pads, and other expendables will be provided as needed in support of the approved training program.
- 6.7 Government-furnished body armor is available at each NETL site. Additional technical direction will be provided as necessary regarding use of body armor—optional at SECON level 3, mandatory at level 1 and 2.
- 6.8 Reference contract section H. Government Property and current Government Furnished Property (GFP) list for that specifically furnished in performance of this contract.

7.0 CONTRACTOR-FURNISHED EQUIPMENT

- 7.1 The Contractor shall furnish, install, operate, and maintain in an acceptable manner all other equipment, materials, and supplies that are not specified as furnished by the Government but are required by the Contractor for performance under this contract. Equipment must be maintained in a serviceable condition in keeping with generally accepted practices and/or the manufacturer's recommendations for the particular type of equipment. Requests for use of additional equipment not identified in the PWS must be submitted for approval by the COR.
- 7.2 All security personnel assigned to a NETL site shall wear the accessories, equipment, and uniform specified herein.
- 7.3 **Uniforms.** Security personnel must be distinctively uniformed while on duty and be identified with their function by appropriate emblems or badges. All security officers shall wear the same color and style of NETL field uniform. To clarify discretionary areas and ensure consistency at all sites, the NETL field uniform specifications and quantities per officer are contained in Table 9.1. Uniforms shall be worn at all times while on duty, unless otherwise authorized by the COR. Official uniforms, patches, and shields shall be controlled to prevent unauthorized use. The embroidered DOE/NETL uniform patches and shields shall be surrendered to the COR at the end of the contract as these are DOE-accountable items. To ensure proper uniform appearance, all items shall be reviewed and replaced (as-needed) by the Contractor at least every 18 months. The table below provides the minimum expectation for uniforms provided:

Item	Minimum Specification	Quantity/ Employee
Pants	tactical battle dress uniform (BDU)-style poly/cotton; ripstop; Propper brand or approved equal; model F5205 zipper style or F5201 button style; navy blue	5
Shirts	tactical BDU-style poly/cotton; ripstop; Propper brand or approved equal; model F5456 short sleeve and F5452 long sleeve; navy blue	3 short, 3 long sleeve
T-shirt	cotton; crew neck; navy blue	5
Belt	BDU nylon web; 2-inch; flat finish; black	1
Name strip	cloth strip; material similar to shirt and embroidered with last name; navy blue with gray thread; <i>display above right pocket on shirts and cold weather coat</i>	7
Uniform Shield	DOE (Government purchased); <i>display on left pocket of shirts and upper left side of coats</i>	2
Uniform Patch	embroidered DOE/NETL patch (Government purchased); <i>display above left pocket and on left shoulder of shirts and cold weather coat</i>	14
Patch	American flag; <i>display on right shoulder of shirts and cold weather coat</i>	7
Rank insignia	metal; rank appropriate/military spec; gold (reference: rothco.com); <i>display on collar of shirt and cold weather coat</i>	4 sets
Coat, rain	high visibility; trench-style	1
Coat, cold weather	double duty jacket; 5.11 brand or approved equal; model 48096 with removable cold weather liner; navy blue	1
Hat, cold weather	knit watch cap; military spec; no designs or logos; black	1
Hat, warm weather	baseball-style cap; SECURITY on front; navy blue	1
Gloves, cold weather	waterproof; insulated; black	1

Note: Uniforms and equipment must not necessarily be new, but must be in good serviceable condition, match (i.e. color of top/pant, officer to officer) and meet the standards identified above.

7.4 Safety footwear shall be provided by the Contractor. Footwear shall be 6 or 8 inch boots, black in color, have a consistent style across all sites, and must be fabricated in compliance with ANSI Z41.1. Footwear shall be replaced when it becomes worn or damaged.

7.5 Duty gear. Individual equipment provided for each officer shall include hand cuffs, baton, pepper spray, flashlight, and duty belt and holsters for carrying such items. Items shall be provided only after successful completion of the training requirements set forth in section 6.0. All equipment shall be kept in serviceable condition at all times. The Contractor shall keep a serviceable pool of such items available for use by officers. The table below provides the minimum requirements and specifications for each required piece of duty gear:

Item	Minimum Specification
Hand cuffs	hinged; nickel plated
Hand cuff holster	closed case; black
Baton	21 inch; collapsible; black
Baton holster	hard plastic with side break; black
Pepper spray	10% Oleoresin Capsicum pepper spray; 3 ounce; flip top
Pepper spray holster	closed case; black
Flashlight	sized to comfortably fit on duty belt; minimum 320 lumens; black/silver
Flashlight holster	black
Duty belt	nylon with replaceable buckles; 2-inch; black

7.6 Rubber overshoes and cleats may be purchased and worn as necessary during inclement weather. The Contractor shall also supply other personal equipment which may include whistles, inclement weather clothing, and safety equipment (reflective vests, signal wands, etc.) necessary for full performance in all types of

weather.

7.7 Keying supplies. Consumable keying supplies such as cores, key blanks, and cutting supplies shall be purchased by the Contractor maintaining strict adherence to the current NETL key program requirements. It is the Contractor's responsibility to ensure such supplies are on hand as needed to meet demand and maintain spares.

7.8 Bonding. The Contractor shall provide a minimum \$50,000, per occurrence, fidelity bond for all contractor employees working under this contract. Certificates shall be made available to the COR upon request.

8.0 DELIVERABLES

PWS Task	Deliverable	Frequency and Remarks
2.7.2	Transition Plan	Weekly and until transition is completed.
2.7.3	Security Directives Manual	As Government security-related and/or emergency operation directives are modified or updated. Reviewed annually and updated as appropriate.
2.7.4	Incident Report	As soon as possible, but in no case will the report be deferred to a later time or shift without prior authorization of the COR/Alternate.
2.7.5	Duty Logs	As requested.
2.7.6	Weather Reports	As required.
2.7.7	Loss & Theft Reports	Monthly and Annually.
2.7.8	Progress Meeting Minutes	Per meeting occurrence.

J.1 ATTACHMENT B – REPORTING REQUIREMENTS

NETL F 541.1-5#
(4/2007) OPI=PS10
(Previous Editions Obsolete)

REPORTING REQUIREMENTS CHECKLIST

1. AWARDEE: DFW Security Protective Force, Inc. **2. IDENTIFICATION NUMBER: DE-FE0024337**

REPORT SUBMISSION: Reports shall be submitted to the electronic addresses indicated in the NETL-identified distribution list provided in the post award debriefing. Electronic copies of each report must be submitted to the Contract Specialist (CS) and Contracting Officer’s Representative (COR).

4. PLANNING AND REPORTING REQUIREMENTS

	FORM NO.	FREQ.	NO. OF COPIES		FORM NO.	FREQ.	NO. OF COPIES
A. GENERAL MANAGEMENT				E. TECHNICAL (One paper copy and One pdf electronic file copy) <input type="checkbox"/> Technical Progress Report Final Report <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval <input type="checkbox"/> Topical Report F. PROPERTY <input checked="" type="checkbox"/> Report of Contractor’s Property Management System <input checked="" type="checkbox"/> Semi-Annual Report of Property in The Custody of Contractor <input type="checkbox"/> High Risk Property Report <input type="checkbox"/> Report of Physical Inventory of Capital Equipment <input checked="" type="checkbox"/> Report of Physical Inventory of Sensitive Items <input checked="" type="checkbox"/> Report of Termination or or Completion Inventory G. OTHER <input type="checkbox"/> Key Personnel Staffing Report <input type="checkbox"/> Subcontracting Report <input type="checkbox"/> Summary Subcontracting Report <input type="checkbox"/> Software <input checked="" type="checkbox"/> EEO Compliance Report			
<input checked="" type="checkbox"/> Management Plan <input type="checkbox"/> Status Report <input type="checkbox"/> Summary Report <input type="checkbox"/> PEP Documentation Report <input type="checkbox"/> Quality Assurance Mgmt Plan	None	O, Y ***	**				
B. SCHEDULE/LABOR/COST							
<input type="checkbox"/> Milestone Schedule/Plan <input type="checkbox"/> Subcontract Status Report <input type="checkbox"/> Annual Work Operating Plan <input type="checkbox"/> Cost Management Report <input type="checkbox"/> Invoice Detail Report <input type="checkbox"/> Staffing Report Summary							
* <input checked="" type="checkbox"/> Organization Chart	See Text	A	**				
C. EXCEPTION							
<input type="checkbox"/> Conference Record <input checked="" type="checkbox"/> Hot Line Report <input type="checkbox"/> Journal Articles/Conference Papers and Proceedings	None	A	**				
D. ENVIRONMENTAL ES&H							
<input checked="" type="checkbox"/> Hazardous Substance Plan <input checked="" type="checkbox"/> Hazardous Waste Report <input checked="" type="checkbox"/> ES&H Hot Line Report <input checked="" type="checkbox"/> DOE NETL ES&H Reports (DOE O 231.1, M 231.1-1, O 232.1) <input checked="" type="checkbox"/> Integrated Safety Management Plan (DOE 450.4)	None None None See Orders & Manuals See DOE Order	O FC A A	** ** ** **				
		O***	**				
					None	A	**

5. Frequency Codes and Due Dates:

Definition	Calendar days due after event	Definition	Calendar days due after event
A – As Required (See attached text for applicability)	0	O – Once After Award	30
C – Contract Change	15	Q – Quarterly (End of Calendar Quarter)	30
FC – Final End of Effort	0	S – Semi-Annual (End of project year and project year half)	20
FD – Final Technical – Draft Version	-60	Y – Yearly (End of project year, see narrative for details)	30
M – Monthly	15	PY – Yearly Plan for following Federal Fiscal Year	-15
MI – Monthly prepared and submitted at same time as invoice	15	E – End of Evaluation Period	5

Property Reports P – Property Management System – Within 6 months of award date YP – Yearly Property – due 10/15 for period ending 9/30 I – Physical Inventory of Capital Equipment – Biennial from award start date	Other Web-based reports http://www.esrs.gov SS – Subcontracting Report - Semi-annual due 4/30 and 10/30 for period ending 3/31 and 9/30 respectively, submit on-line at http://www.esrs.gov YS – Summary Subcontracting Report - Annually, due 10/30 for period ending 9/30, submit on-line at http://www.esrs.gov
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*Organization Chart due November 30 based on October invoice.
 **Reports are to be distributed electronically to the NETL-identified distribution list. Report templates are examples; the Contractor may submit the requested information using their own templates provided the same information is provided. If the submission involves a DOE Standard Form, the Contractor may submit the requested information in a format of its own choosing, as long as the same information is provided. The reports in this checklist apply to the contract in general. The Performance Work Statement may require other specific reports and/or deliverables.
 *** Plan is to be updated annually or as significant changes are identified.

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS (MAR 1999)

The Contractor shall prepare and submit the plans and reports indicated on the "Reporting Requirements Checklist" to the electronic addresses provided in the NETL-identified Distribution List. The Distribution List will be provided at the post award debriefing with the Contractor. The level of detail the Contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime Contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime Contractors are required to submit to DOE.

GENERAL MANAGEMENT

MANAGEMENT PLAN

The Management Plan describes the Contractor's approach to performing the effort and producing the products identified in the contractual agreement; and the technical, schedule, cost, and financial management control systems to be used to manage performance.

The outline for the Management Plan and a description of the contents follows:

EXECUTIVE SUMMARY

The executive summary gives DOE/NETL's management a brief, comprehensive overview of the most important aspects of the management plan.

Background

This is a discussion of the background of the project, including the scientific, sociological, legislative, and historical factors, that demonstrates the Contractor's understanding of the problems, both technical and management, associated with the project.

Scope of the Project

This section gives a brief overview of the project. It should include: a general description of project objectives, work element titles and short descriptions, and participants.

Work Breakdown Structure (WBS)

The scope and complexity of the contractual agreement influence the number of levels required. Each descending level represents an increasingly detailed definition of the work elements. Level 1 is the goal or objective of the contractual agreement in its entirety. Level 2 consists of the major work products necessary for achieving the goals of the contractual agreement. Level 3 outlines the major element segments (subsystems) necessary for completing Level 2 elements. Work breakdown structure elements are identified by name and number from a progressive, alphanumeric system. For example:

WBS Level 1: Contract Level Reporting
WBS Level 2: Subtask Level Reporting
WBS Level 3: Work Assignment Level Reporting
WBS Level 4: Activity Level Reporting
WBS ELEMENT X.X: _____(TITLE)

OBJECTIVE: State the objective of the work element in a concise manner.

BACKGROUND: State the background in a concise manner. Include descriptions of any outstanding issues which must be resolved in order to make progress.

TECHNICAL APPROACH: Describe in detail the manner in which the various issues will be resolved. The following are aspects of the work which should be considered and addressed (along with others you feel appropriate):

- What experiments will be performed and why?
- What materials will be used?
- What are the experimental conditions?
- What analytical techniques will be employed?
- What will be the approach to modeling?

In answering these questions, you should consider how the various work elements relate to one another

and to other relevant ongoing work. Work outputs which feed into other work elements (and vice-versa) should be clearly delineated.

DELIVERABLES: Describe specifically the results of the effort. These should include: raw and reduced data and method of presentation; a brief description of models to be developed; and other key results as appropriate.

Support Systems and Controls

In this section, the management, technical, and administrative system that will be used to control and execute the project will be described. Examples of the systems include: systems and engineering analysis, quality assurance, environmental, safety and health, legal support, ADP support, and accounting support.

SCHEDULE/LABOR/COST

CONTRACT ORGANIZATION CHART INSTRUCTIONS (APR 2011)

The purpose of the Contract Organization Chart is to provide NETL management with data relative to the number of Contractor Full-Time Equivalent Employees (FTE's) assigned to each NETL organization they are supporting within a contract. This report will be used by Federal officials as an information source and project management tool on the distribution of contractor resources allocated to NETL organizations.

INSTRUCTIONS

Item Description

1. **Submittal Date:** Enter the submission date of the report.
2. **Source Document:** Enter source document used for obtaining the data (this should reflect information from most recent CMR/invoice submission).
3. **Submitted by:** Enter the name and phone number of the individual authorized to submit the report.
4. **Contract:** Select from drop-down menu to enter the official contract number (i.e., DE-FE0004003).
Note: Full name of contract will be displayed in cell adjacent to contract number.
5. **NETL Org ID:** Select from drop-down menu to enter the current NETL organizational code that the employee supports (i.e., 120, 300, 311, etc.). If the employee supports more than one NETL organization, then multiple entries for a single employee will be required. All Indirect FTEs should be coded as "000". This column is formatted as a TEXT column.
6. **NETL Organization Name (Not for contractor data input):** When contractor selects 'Org ID' a formula will automatically display the corresponding 'NETL Organization Name'. Check for accuracy.
7. **Labor Category:** Enter the appropriate labor category of the Employee (i.e., Scientist 4, Secretary 1, etc.).
8. **Last Name Employee:** Enter the full last name of the Employee (letters only). Last names should NOT be in all capital letters. Vacancies should be entered as 'VACANCY' (Note: Do not use any other term for a vacancy, such as 'TBD', etc.). Any employees that also work under ARRA/Recovery Act will need to be listed and allocated on a separate row.
9. **First Initial Employee:** Enter the first initial of the employee (no period). For employees with identical last names and first initial, include the second letter of the first name. For employees with identical last names and first two initials, include the third letter of the first name. If an employee works for more than one contractor, include the employee's entire first name. Do NOT use all capitals.
Examples: Smith, J - or - Smith, Jo - or - Or Smith, Joh
10. **ARRA:** Select X from drop-down menu or leave blank. If working under the Recovery Act, please place an "X" in this column. Leave blank if not. As indicated in item 8, any/all employees working under the ARRA/Recovery Act will need to be listed and allocated on a separate row.
11. **Company No:** Select assigned company number from drop-down menu which is linked to the 'Company Key' tab listing. If other companies need to be added to drop-down menu, contractors may update the 'Company Key' list as needed. The Company Code # will consist of: contract acronym (alpha characters), hyphen, and numerals in ascending sequence; Contract Abbreviation; and Company name. See additional instructions on Company Key worksheet.
12. **FTE Allocation:** Enter the FTE percentage allocated to the specific NETL Organization. Unless employee works on both ARRA and non-ARRA projects for one organization, employee should only be listed once for each NETL organization. Use two (2) decimal places only. An employee may have multiple entries, but total FTE value should not exceed 1.00 FTE.
13. **Location:** Select from drop-down menu to enter the employee's duty station from the following NETL or Offsite work locations only:

- A = Albany, OR
- AK = Alaska
- P = Pittsburgh, PA
- M = Morgantown, WV
- R = Research Ridge
- H = Houston, TX
- O = Offsite (Example: Denver, CO, Oak Ridge, TN, Washington, DC, etc.)

14. Status: Select 'New' or 'Incumbent' from drop-down menu as described below:
 - New: Has not previously worked on an NETL site support contract prior to commencement of current contract employer.
 - Incumbent: Worked for another NETL contractor any time prior to commencement of current contract.
15. Comments: Enter additional comments as needed.
16. FTE by Location (Not for contractor input): A formula has been provided to automatically populate the specific columns for each employee entry, based on the corresponding location code selected in the 'Location' column and FTE value provided. Check for accuracy.
17. Contract (Not for contractor input): A formula has been provided to automatically populate the specific contract abbreviation for each employee entry, based on the 'Company Code' selected. Check for accuracy.
18. Company Name (Not for contractor input): A formula has been provided to automatically populate the company name for each employee entry, based on the 'Company Code' selected. Check for accuracy.

SUPPLEMENTAL INSTRUCTIONS

- Information provided on employee status should be based on a snapshot in time as of the date of the most recent CMR/invoice submission.
- Verify data:
 - Is information valid?
 - Eliminate positions that are duplicates.
 - Employee has not been separated or on extended leave.
 - Check spelling.
- Contractors should not overwrite columns with drop-down menus or formulas. The template includes formulas for hundreds of rows. However contractor should ensure that formula is accurate if it was necessary to insert additional rows.
- Prime contractors, prime participants, First-tier subcontractors, and all lower-tier Subcontractors should be included in submittal.
- Enter number of FTE's charged against a specific NETL organization code. Any essential Indirect FTEs that provide support to the contract in its entirety (not a specific organization) should be coded as "000". If the FTE is split between NETL organizations and/or ARRA work, separate entries will be required for each designation. Be sure the employee's FTE value totals to the correct FTE allocation.
- DO list vacancies.
- DO submit data for an employee on extended leave.

AVOID

- Avoid duplicate entries.
- An employee should only be listed once per NETL Code #.
- Total FTE allocation(s) per employee cannot exceed 1 FTE.

EXCEPTION

HOT LINE REPORT (MAR 2002)

The "Hot Line" Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report shall be submitted by the most rapid means available, usually electronic, and should confirm telephone conversations with DOE representatives. Identification as a "Hot Line Report" serves notice at each link in the delivery chain that expedition in handling is required. Unless otherwise agreed by the parties involved, DOE is expected to take action and respond in a similarly timely manner. The report should include:

1. Contractor's name and address

2. Contract title and number
3. Date
4. Brief statement of problem or event
5. Anticipated impacts
6. Corrective action taken or recommended

Hot line reports shall document the incidents listed below:

1. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
2. Any significant environmental permit violation is to be reported as soon as possible, but within 24 hours of the discovery of the incident.
3. Other incidents that have the potential for high visibility in the media are to be reported as quickly as possible, but within 24 hours following discovery.
4. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but within 24 hours of the discovery of the failure.
5. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
6. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release which is in violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported, but within 24 hours of the discovery of the accident.
8. Any incident which causes a significant process or hazard control system failure, or is indicative of one which may lead to any of the above defined incidents, is to be reported as soon as possible, but within 5 days of discovery.

The requirement to submit Hot Line Reports for the incidents identified in 1, 2, 3, 6, or 7 is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public.

When an incident is reported in accordance with 4, 5, 6, 7, or 8, the Contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first; if possible, and coordinated with NETL's Office of Public Affairs, the Contracting Officer Representative (COR) and the Contracting Officer.

ENVIRONMENTAL

HAZARDOUS SUBSTANCE PLAN

The contractor shall submit a Hazardous Substance Plan not later than 30 days after initial contract award. The plan shall specifically identify each hazardous substance (as defined under 40 CFR 261, Subpart D, entitled Lists of Hazardous Wastes) anticipated to be purchased, utilized, or generated in the performance of this contract. For each such hazardous substance identified, the plan shall specifically provide the following information:

1. Description of substance/chemical
2. EPA hazardous waste number
3. EPA hazard code
4. Anticipated quantity to be purchased, utilized, or generated
5. Anticipated hazardous waste transporter
6. Anticipated hazardous waste disposal facility contractor and location (city/municipality, state)
7. Anticipated treatment method

HAZARDOUS WASTE REPORT

The contractor shall submit a Hazardous Waste Report at the completion of contract performance. The Report shall specifically identify each hazardous waste (as defined under 40 CFR 261, Subpart D, entitled Lists of Hazardous

Wastes) actually utilized or generated in the performance of this contract. For each such hazardous waste identified, the report shall specifically provide the following information:

1. Description of substance/chemical
2. EPA hazardous waste number
3. EPA hazard code
4. Actual quantity disposed
5. Actual hazardous waste transporter
6. Actual hazardous waste disposal facility contractor and location (city/municipality, state)
7. Actual disposal date
8. Actual treatment method

The Hazardous Waste Report is intended as a final reconciliation of anticipated versus actual hazardous substances purchased, utilized, or generated in the performance of this contract.

ES&H HOT LINE REPORT

The “ES&H Hot Line Report” is to be used to report an ES&H violation. The report must be submitted by the most rapid means available, usually electronic, and is to confirm telephone conversations with the DOE Representatives. Identification as an “ES&H Hot Line Report” serves notice at each link in the delivery chain that “speed in handling” is required. The report must include:

1. Contractor’s name and address
2. Contract title and number
3. Date
4. Brief statement of problem or event
5. Anticipated impacts
6. Corrective action taken or recommended

ES&H Hot Line Reports are to be used to document incidents such as those listed below:

1. Any non-compliance with the provisions of Section H- ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS is to be reported within 3 calendar days unless specified otherwise below.
2. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
3. Any significant environmental permit violation is to be reported as soon as possible, but no later than 24 hours following the discovery of the incident.
4. Other ES&H incidents that have the potential for visibility in the media are to be reported as quickly as possible, but no later than 24 hours following the discovery of the incident.
5. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but no later than 24 hours following the discovery of the failure.
6. Any verbal or written Notice of Violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release that is in violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
8. Any incident that causes a significant process- or hazard-control-system failure, or is indicative of one that may lead to any of the above-defined incidents, is to be reported as soon as possible, and must be reported within 5 calendar days of discovery.
9. When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first, if possible, by NETL’s Public Relations Officer and coordinated with the COR.

DOE/NETL ES&H REPORTS (DOE O 231.1, M 231.1-1, O 232.1)

The Contractor shall provide information and reports to NETL in support of DOE's reporting requirements contained in DOE O 231.1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING, DOE M 231.1-1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING MANUAL, and DOE O 231.1, OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION. Content, form, schedule, and applications are provided in the DOE Orders.

Data, information, or reports include, but are not limited to, the following areas (if applicable):

1. Work-related fatalities, injuries, and illnesses among Contractor employees arising out of work performed primarily at DOE-owned or -leased facilities
2. Work-hours and vehicle usage
3. Estimated property valuation
4. Interim exposure data reporting
5. Annual exposure data reporting
6. Radiological exposure to individuals
7. Annual summary of fire damage
8. Epidemiologic analyses-excess injuries and illnesses
9. Occupational, safety, and health information in support of epidemiological studies conducted by external organizations
10. Quarterly DOE and NETL ES&H performance indicator data
11. Annual site environmental reports
12. Annual tabulation of ES&H and quality-related assessments conducted.

As needed, information reports associated with the notification, recording and reporting requirements for accidents and/or incidents shall be prepared in accordance with 29 CFR 1904 and 1910. The Contracting Officer or his/her representative shall be provided with copies of all OSHA-required documentation within 10 calendar days of the associated accident and/or incident.

On a quarterly basis, the Contractor shall report on the following NETL environment, safety, and health indicators (if applicable):

1. Recordable Injury/Illness Rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked).
2. Lost Workday Case Rate (total number of OSHA-defined lost workday cases/total hours worked)
3. OSHA Cost Index (estimated cost of workplace-related injuries and illnesses)
4. Hazardous Waste Generated (total cubic feet of hazardous waste shipped)
5. Metrics and reporting information cited in the Contractor Integrated Safety Management (ISM) Plan

INTEGRATED SAFETY MANAGEMENT PLAN

An Integrated Safety Management (ISM) Implementation Plan shall be developed and submitted by the Contractor. The plan shall describe how the Offeror will implement ISM philosophy, as outlined in DOE P 450.4, Safety Management Policy, and Integrated Safety Management System Guide, DOE G 450.4-1, Volumes 1 and 2, into the planning, budgeting, executive, and assessment of work activities. The plan shall provide (1) a process approach to the integration of ISM's five steps (i.e., defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance) into its everyday work activities; (2) a specific management approach to demonstrate ISM's seven guiding principles (i.e., workforce responsibility and accountability; clear roles, responsibilities and authorities; competence commensurate with responsibilities; balance priorities; identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization); and (3) a discussion on how the execution of the Offeror's plan will successfully and cost-effectively integrate with NETL's own ISM and ES&H programs for on-site work to be conducted. An annual updated is also required.

PROPERTY

CONTRACTOR'S PROPERTY MANAGEMENT SYSTEM

This report shall consist of the Contractor's comprehensive written property management system and is due within 6 months of the contract award date. It shall address the Contractor's written system for controlling, protecting, preserving and maintaining all Government property. The report format shall be consistent with Contractor's system and shall as a minimum enable comprehensive evaluation by the Government.

SEMI-ANNUAL REPORT OF PROPERTY IN THE CUSTODY OF CONTRACTORS (NETL F 580.1-8)

This report includes **ALL** Government-furnished property and materials for which the Contractor is accountable to the Government. This report shall also include Government Property at subcontractor's plants and alternate locations. This report is submitted on NETL F 580.1-8 for the period ending July 31 and January 31 and is due by August 20 and February 20.

REPORT OF PHYSICAL INVENTORY OF SENSITIVE ITEMS

Property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security protection, control, and accountability. Examples include IT equipment, weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or waste, or precious metals. (48 CFR 45-101). This report shall be submitted for the period ending September 30 and is due by October 15 of each year.

REPORT OF TERMINATION OR COMPLETION INVENTORY (SF-1428, SF-120, & F 580.1-7)

This report submitted on the SF-1428, SF-120, and F 580.1-7 is due immediately upon completion or termination of the contract. The Contractor is required to perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the contract.

OTHER

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORT

The Contractor's demonstrated compliance with the rules, regulations and policies of the EEO laws, DOE EEO directives (DOE 311.1B) NETL EEO directions (orders, operating plans, and procedures) and other requirements pursuant to the Energy Policy Act of 2005, Public Law 109-58, enacted August 8, 2008.

The compliance report shall address the following areas:

1. Provide information and data analysis on Contractor workplace by EEO categories (Blacks, Hispanics, Women, etc.) versus the Civilian Labor Force Index (CLF) for each category.
2. The number of EEO complaints file during the year. The required data should include information on the basis for the complaint and complaint disposition. The basis should include complaints with specific categories such as age, religion, color, natural origin, sexual orientation, race, gender, etc.
3. Provide information on disciplinary actions and their disposition. Disciplinary actions should be grouped into three categories: (1) verbal/written actions; (2) suspensions; and (3) terminations. All data should be grouped by race and gender.
4. Summary of outreach efforts to attract women and minorities for employment and the result of such efforts.
5. Description of programs or efforts to retain women and minorities in their workplace.

Description and number of hours of EEO/Diversity training provided to employees.

SUPPLEMENTAL INSTRUCTIONS

This report shall be submitted annually as follows: For the period ending September 30 the due date is the last working day of October. The data for this report will be obtained from the September invoice.

Following are the guidelines for completing your Contractor Organization Chart template:

Information provided on employee status should be based on a snapshot in time as of the date of the most recent invoice/CMR report.

Do not change or delete the header line (rows 1-5) on the Report Table worksheet.

Do not enter information for columns highlighted in yellow.

Do not edit over 'look-up data listing' for columns highlighted in green. Only select from drop-down menu.

Enter number of FTE's charged against a specific NETL Code # with estimated FTE % dedicated to each NETL Code # as of date report is created.

Be sure the employee's FTE value totals to the correct FTE allocation.

Prime Contractors, Prime Participants/First-Tier Subcontractors, and all lower-tier Subcontractors should all be included in your submittal.

DO list vacancies but enter as "Vacancy" (not N/A or TBD). DO submit data for an employee on extended leave.

An employee should only be listed once per NETL Code # with estimated FTE % dedicated to each NETL Code # as of date report is created.

NOTE: One employee should NOT be listed as more than 1 FTE--Please check for accuracy.

If more than one employee has the same last name and first initial, please follow instructions as indicated below.

Report Table Worksheet

Note	Field Name	Worksheet Cell	Status	Data Entry
1	Submittal date	B4	Entry Required	Enter the submission date of the report.
2	Source document	C4	Entry Required	Enter source document used for obtaining the data (this should reflect information from most recent invoice/CMR submission).
3	Submitted by	D4	Entry Required	Enter the name and phone number of the individual authorized to submit the report.
4	Contract:	E4	Selection Required	Select from drop-down menu to enter the official contract number (i.e., DE-FE0004003). Note: Full name of contract will be displayed in cell adjacent to contract number.
				Select from drop-down menu to enter the current NETL organizational code that the employee supports (i.e., 120, 300, 311, etc.).
5	NETL Org ID	A5	Selection Required	If the employee supports more than one NETL organization, then multiple entries for a single employee will be required. All Indirect FTEs should be coded as "000". This column is formatted as a TEXT column.
6	NETL Organization Name	B5	Auto Update	Not for contractor input: When contractor selects 'Org ID' a formula will automatically display the corresponding 'NETL Organization Name'. Check for accuracy.
7	Labor Category	C5	Entry Required	Enter the appropriate labor category of the Employee (i.e., Scientist 4, Secretary 1, etc.).
8	Last Name Employee	D5	Entry Required	Employee name – use full last name (letters only). Last names should NOT be in all capital letters. Vacancies - should be listed in last name column as "VACANCY"-- Do not use any other term for a vacancy (ex: TBD). <i>Note: Any and all employees working under the ARRA (Recovery Act) need to be listed and allocated on a separate row.</i>
9	First Initial Employee	E5	Entry Required	Enter the first initial of the employee (no period). For employees with identical last names and first initial, include the second letter of the first name. For employees with identical last names and first two initials, include the third letter of the first name. If an employee works for more than one contractor, include the employee's entire first name. Do NOT use all capitals. Examples: Smith, J - or - Smith, Jo - or - Or Smith, Joh
10	ARRA	F5	Entry Required	If working under the Recovery Act, please place an "X" in this column. Leave blank if not. <i>Note: As indicated in item 8, any/all employees working under the ARRA (Recovery Act) need to be listed and allocated on a separate row.</i>
11	Company Code No.	G5	Selection Required	Select assigned company number from drop-down menu which is linked to the 'Company Key' tab listing. See additional instructions on Company Key worksheet. If other companies need to be added to drop-down menu, contractors may update the 'Company Key tab' list as needed. The Company Code # will consist of: contract acronym (alpha characters), hyphen, and numerals in ascending sequence; Contract Abbreviation; and Company name. Note: Prime contractors, prime participants, First-tier Subcontractors, and all lower-tier Subcontractor companies should be included in your submittal.
12	FTE Allocation	H5	Entry Required	Enter the FTE percentage allocated to the specific NETL Organization. Unless employee works on both ARRA and non-ARRA projects for one organization, employee should only be listed once for each NETL organization. Use two (2) decimal places only. An employee may have multiple entries, but total FTE value should not exceed 1.00 FTE.
13	Location	I5	Selection Required	Select from drop-down menu to enter the employee's duty station from the following NETL or Offsite work locations only: A = Albany AK = Alaska H = Houston M = Morgantown P = Pittsburgh R = Research Ridge O = Offsite (example: Denver, CO, Oak Ridge, TN, Washington, D.C., etc.)
14	Status	J5	Selection Required	Select 'New' or 'Incumbent' from drop-down menu as described below: New: Has not previously worked on an NETL site support contract prior to commencement of current contract employer. Incumbent: Worked for another NETL contractor at anytime prior to commencement of current contract.
15	Comments	K5	Optional	Enter additional comments as needed.
16	FTE by Location	L5-R5	Auto Update	Not for contractor input: A formula has been provided to automatically populate the specific columns for each employee entry, based on the corresponding location code selected in the 'Location' column and FTE value provided. Check for accuracy.
17	Contract	S5	Auto Update	Not for contractor input: A formula has been provided to automatically populate the specific contract abbreviation for each employee entry, based on the 'Company Code' selected. Check for accuracy.
18	Company Name	T5	Auto Update	Not for contractor input: A formula has been provided to automatically populate the company name for each employee entry, based on the 'Company Code' selected. Check for accuracy.
	Grand Total Row	Row after your input	Optional	Total your rows for FTE allocations. Formula may already be there, check for correctness.

WD 05-2439 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2439
Revision No.: 15
Date Of Revision: 07/25/2014

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,
Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.45
01012 - Accounting Clerk II		13.97
01013 - Accounting Clerk III		15.63
01020 - Administrative Assistant		19.08
01040 - Court Reporter		15.69
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		12.36
01090 - Duplicating Machine Operator		12.36
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		18.40
01280 - Receptionist		12.12
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50
01320 - Service Order Dispatcher		16.24
01410 - Supply Technician		19.08
01420 - Survey Worker		14.05
01531 - Travel Clerk I		13.58
01532 - Travel Clerk II		14.74
01533 - Travel Clerk III		15.86
01611 - Word Processor I		12.90
01612 - Word Processor II		14.48
01613 - Word Processor III		16.19
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.79
05010 - Automotive Electrician		17.35
05040 - Automotive Glass Installer		16.16

05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	12.48
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	11.30
07042 - Cook II	12.78
07070 - Dishwasher	9.03
07130 - Food Service Worker	9.63
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.14
09040 - Furniture Handler	11.65
09080 - Furniture Refinisher	15.14
09090 - Furniture Refinisher Helper	12.25
09110 - Furniture Repairer, Minor	13.73
09130 - Upholsterer	15.14
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	11.27
11090 - Gardener	15.72
11122 - Housekeeping Aide	11.27
11150 - Janitor	11.27
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	14.99
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.27
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	17.13
12012 - Certified Occupational Therapist Assistant	23.51
12015 - Certified Physical Therapist Assistant	23.51
12020 - Dental Assistant	17.52
12025 - Dental Hygienist	36.40
12030 - EKG Technician	28.16
12035 - Electroneurodiagnostic Technologist	28.16
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	15.32
12072 - Licensed Practical Nurse II	17.13
12073 - Licensed Practical Nurse III	19.11
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	16.86
12160 - Medical Record Clerk	14.08
12190 - Medical Record Technician	15.75
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	37.66
12221 - Nursing Assistant I	9.88
12222 - Nursing Assistant II	11.11
12223 - Nursing Assistant III	12.12

12224 - Nursing Assistant IV	13.60
12235 - Optical Dispenser	15.26
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	13.60
12305 - Radiologic Technologist	28.82
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	21.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	19.56
14072 - Computer Programmer II	24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.85
14160 - Personal Computer Support Technician	25.15
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.87
15020 - Aircrew Training Devices Instructor (Rated)	31.49
15030 - Air Crew Training Devices Instructor (Pilot)	37.75
15050 - Computer Based Training Specialist / Instructor	27.87
15060 - Educational Technologist	32.39
15070 - Flight Instructor (Pilot)	37.75
15080 - Graphic Artist	22.64
15090 - Technical Instructor	18.54
15095 - Technical Instructor/Course Developer	24.26
15110 - Test Proctor	15.60
15120 - Tutor	15.60

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	12.53
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	13.46
16220 - Tailor	14.40
16250 - Washer, Machine	10.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.85
19040 - Tool And Die Maker	22.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.04
21030 - Material Coordinator	18.40
21040 - Material Expediter	18.40
21050 - Material Handling Laborer	12.69
21071 - Order Filler	12.26
21080 - Production Line Worker (Food Processing)	15.04
21110 - Shipping Packer	13.44
21130 - Shipping/Receiving Clerk	13.44
21140 - Store Worker I	12.60
21150 - Stock Clerk	16.34
21210 - Tools And Parts Attendant	15.04
21410 - Warehouse Specialist	15.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.90
23021 - Aircraft Mechanic I	21.81
23022 - Aircraft Mechanic II	22.90
23023 - Aircraft Mechanic III	24.05
23040 - Aircraft Mechanic Helper	15.62
23050 - Aircraft, Painter	19.91
23060 - Aircraft Servicer	18.91
23080 - Aircraft Worker	19.54
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	23.14
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	17.77
23160 - Electrician, Maintenance	26.96
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	18.14
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	17.02
23311 - Fuel Distribution System Mechanic	21.04
23312 - Fuel Distribution System Operator	16.66
23370 - General Maintenance Worker	16.48
23380 - Ground Support Equipment Mechanic	21.81
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	19.54
23391 - Gunsmith I	17.02
23392 - Gunsmith II	19.26
23393 - Gunsmith III	21.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning	20.79

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	21.50
23465 - Laboratory/Shelter Mechanic	20.37
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	18.10
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	21.50
23592 - Metrology Technician II	22.60
23593 - Metrology Technician III	23.73
23640 - Millwright	21.50
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	21.50
23850 - Rigger	21.50
23870 - Scale Mechanic	19.26
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	21.50
23960 - Welder, Combination, Maintenance	15.19
23965 - Well Driller	19.84
23970 - Woodcraft Worker	21.50
23980 - Woodworker	17.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.18
24620 - Family Readiness And Support Services Coordinator	13.92
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.59
27007 - Baggage Inspector	11.19
27008 - Corrections Officer	21.67
27010 - Court Security Officer	21.67
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	21.67
27070 - Firefighter	22.48
27101 - Guard I	11.19
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Equipment Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.90

28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.11
29020 - Hatch Tender	21.11
29030 - Line Handler	21.11
29041 - Stevedore I	19.99
29042 - Stevedore II	22.84
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.62
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30210 - Laboratory Technician	20.32
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30390 - Photo-Optics Technician	22.57
30461 - Technical Writer I	18.44
30462 - Technical Writer II	22.56
30463 - Technical Writer III	27.29
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.32
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	10.14
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	16.74
31364 - Truckdriver, Tractor-Trailer	16.74
99000 - Miscellaneous Occupations	

99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99310 - Mortician	22.74
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.61
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.27
99842 - Vending Machine Repairer Helper	17.57

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2005-2730
Revision No.: 6
Date Of Last Revision: 3/19/2014

State: West Virginia

Area: Monongalia

Employed on U.S. Department of Energy, National Energy Technology Laboratory contract for Site Security Services.

Collective Bargaining Agreement between contractor: ACTION FACILITIES MANAGEMENT, INC., and union: SPFPA Local 502, effective 2/1/2014 through 1/31/2015.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AGREEMENT

Between

**ACTION FACILITIES MANAGEMENT, INC.
MORGANTOWN, WEST VIRGINIA**

and

**THE SECURITY*POLICE*FIRE PROFESSIONALS
OF AMERICA (SPFPA) LOCAL 502**

Term:
February 1, 2014
Through
January 31, 2015



AFM

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**THE SECURITY*POLICE*FIRE
PROFESSIONALS OF AMERICA (SPFPA)
AFFILIATED LOCAL UNION No. 502**

AGREEMENT

ARTICLE I - PREAMBLE

THIS AGREEMENT has been entered into effective February 1, 2014 between ACTION FACILITIES MANAGEMENT INC. (AFM) hereinafter referred to as the "Company", and THE INTERNATIONAL UNION SECURITY*POLICE*FIRE PROFESSIONALS OF AMERICA (SPFPA) LOCAL 502, hereinafter collectively referred to as the "Union".

No changes, modifications, additions or other agreements will take effect until and unless a specific written addendum or side-letter is signed by all parties and attached permanently to this document. All matters within the scope of bargaining have been negotiated and agreed upon in this document. The terms and conditions set forth in this AGREEMENT represent the full and complete understanding and commitment between AFM and SPFPA.

ARTICLE II - UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining for all full-time and regular part-time security officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act ("Act") employed by the Company at the U.S. Department of Energy (DoE) National Energy Technology Laboratory (NETL) located in Morgantown, West Virginia. The agreement excludes all office, clerical, professional employees, as well as all other non-guard /non-security officer employees.

ARTICLE III - UNION SECURITY

All present employees of the Company who are security officers as defined in Article II covered by this Agreement who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All employees of the Company who are security officers as defined in Article II covered by this Agreement who are not members of the Union and all such employees who are hired hereafter, shall become and remain members of the Union in good standing as a condition of employment on and after the 31st working day following the date of execution of this Agreement or date of hire, whichever is later.

The failure of any employee to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect, and to the further effect that union membership was available to the employee on the same basis as to other members, to forthwith discharge such employee. Further, the failure of any employee to maintain his or her union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such employee.

The Union shall indemnify the Company and hold harmless the Company from

any claim, loss, damage, cost or expense arising out of the discharge of any employee under this Article; and, the Company shall not be required to make any investigation of but shall be entitled to rely on the formal documented representation made by the Union with respect to the discharge of any employee for failure to join the union or to maintain Union membership pursuant to this Article.

ARTICLE IV - DUES, CHECK-OFF AND AUTHORIZATION FORM

The Company will deduct and pay to the union the regular amount of initiation fee and Union membership dues established by the Union from the pay of each employee covered by this Agreement who authorizes and directs the Company to make such deductions. Each such authorization shall be in writing on a form provided by the Union and shall be governed by the provisions therefore.

The Union shall indemnify the Company against and hold harmless the Company from any claims, loss, damages, cost or expense arising out of any wrongful deduction and payment of any amount under the Article. All dues and initiation fees shall be deducted on the first payday of each month and the Company shall transmit to the Union, not later than the 15th day of the month in which the deductions were made, a check for the total amount paid on member's behalf. In the event an employee does not have sufficient earnings due in any pay period to cover the amount of said deductions for that pay period, the Union shall be responsible for securing the dues for that pay period.

Union Dues will be calculated as follows:

Union dues include a one-time initiation fee and monthly dues equal to 2.5 hours of the member's base pay.

ARTICLE V - NO STRIKES, NO LOCK-OUTS

Neither the Union nor employee covered by this Agreement shall authorize, encourage or engage in any strike, sympathy strike, stoppage of work, slowdown or other interference with work or with the Company's business during the term of this Agreement. The Company shall not lock-out its employees during the term of this Agreement.

ARTICLE VI - MANAGEMENT RIGHTS SECTION

SECTION 1.

Subject to the term of this Agreement, including the Grievance and Arbitration provision herein contained, it is agreed that the operation of the business and direction of the employees, including the making and enforcing of reasonable rules that do not conflict with the Agreement to assure orderly efficient operation, the determination of employees competency, the right to hire, to transfer, to promote, to demote, to discipline, to discharge for just cause, to layoff for lack of work, are

rights vested exclusively in the Management of the Company.

SECTION 2.

Management shall have the exclusive right to discharge any employee who has been denied access to the premises by any government agency.

SECTION 3.

The above Rights of Management are not all-inclusive, but indicates the type of matters or rights which belong to, and are inherent to, Management.

SECTION 4.

If any of the above rights have been expressly abridged by a specific provision of this Agreement, the specific provision of this Agreement shall apply.

ARTICLE VII - HOURS OF WORK, OVERTIME, AND CALL-IN

SECTION:

- 1) For the purposes of this agreement, employees who work less than 33 hours per week (based on an annual averaging of worked hours) are considered part-time employees. Those employees who work 33 hours per week, or greater, are considered full-time employees.
- 2) The regular work week for all employees shall be eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week, beginning on Monday and ending on Sunday, unless the government mandates changes as to the days of the week that work is performed by bargaining unit members at the Morgantown facility.
- 3) All hours worked in excess of forty (40) hours per week shall be paid for at the rate of time and one-half the employee's base hourly salary. In the event of an emergency, employees may be required to work overtime.
- 4) The Company will attempt to distribute overtime equally among bargaining unit personnel, provided such personnel have the requisite skill and ability to perform the work needed. In the event all qualified employees reject the request to perform overtime, the overtime shall be performed by the qualified employee with the least overtime hours worked within the classification, at the Company's discretion.
- 5) The Company shall have the right to schedule working hours or working days and to make revisions in such schedule to meet its needs or those of the government.
- 6) Employees shall be permitted to switch shifts upon mutual agreement, if

such written requests are approved by the Company with one (1) week notice and such changes occur within a single week so as not to create overtime and considering the experience, seniority and staffing concerns. Company approval in such matters shall not be unreasonably withheld.

- 7) Any employee called-in on any of his or her normal days off shall receive a minimum of four (4) hours of work, or be paid for the difference, if any, between the actual time worked and four (4) hours pay, if sent home.
- 8) When an employee finds it necessary to be absent without having prior approval, he or she shall notify the Security Officer on duty four (4) hours before the beginning of his/her shift. The Security Officer on duty will then contact the Security supervisor.

ARTICLE VIII - HIRING OF NEW EMPLOYEES

The Company shall have the right to hire employees from any source whatsoever. All new employees shall be on probation for ninety (90) days and during such probationary period the Company shall be the judge as to whether or not such new employee is qualified to continue in its employ. The Company may discharge such employees for any reason at its discretion. This article only applies to those employees covered by this Agreement.

Unless the needs of the company would make it impractical to do so, the Company will communicate with the Union whenever the Company needs to hire additional employees who would be covered by this Agreement. The Company will give fair consideration on a nondiscriminatory basis to all applicants for employment, regardless of membership in the Union. In hiring of employees, the Company will notify the Union or alternate Steward within five (5) working days after the date of hire.

ARTICLE IX - UNION REPRESENTATION

The Union's duly authorized agent or representative, provided they have the clearance or facility authorization to enter, shall have the right to visit the premises of the Employer at the U. S. Department of Energy National Energy Technology Laboratory at reasonable intervals and at a reasonable time during work hours for the purposes of discussing grievances with the union or alternate Steward or the Company. Upon such visits, the Union's representative shall first report to the Company or its duly authorized agent for this purpose. The Union will attempt to schedule such visits to avoid interruption of normal activities, training or causing undue overtime to be incurred.

The Company shall permit the Union or alternate Steward a reasonable amount of time to handle Union business, provided the steward advised the Company supervisor of the time Union business starts and finishes. The Union will furnish the Company the names of all Stewards.

ARTICLE X - UNION BULLETIN BOARD

The Union will be provided space on a bulletin board for the purpose of posting Union notices and information, subject to Company approval, which shall not be unreasonably withheld.

ARTICLE XI - CLOTHING AND EQUIPMENT

Should the Company require employees to wear specific attire, they will provide such attire for employees. Attire will be replaced as necessary. Employees will inspect uniforms and equipment regularly. All clothing and equipment will be maintained in good repair.

Excessively worn, torn or damaged clothing or equipment will be reported to Security Supervisor for replacement. The condition of uniform and equipment can be assessed and determined by Security Guard Managers, and replacements required at their discretion.

Long-sleeved or Short-sleeved shirts may be worn at the discretion of the officer. Shirts shall be worn as intended, no rolled-up sleeves, or modifications of any uniform article are allowed. Only black/navy T-shirt is to be worn. Any clothing article that was not issued by the company must be approved by the AFM Corporate prior to wearing.

ARTICLE XII - SAFETY

In order to provide safety control for protection to the life and health of employees and prevention of damage to property, supplies and equipment, the Company and the employees shall comply with all applicable safety requirements established by the Company or the Government.

ARTICLE XIII - BARGAINING UNIT WORK

Non-Union members shall not perform bargaining unit work except in the event of training, emergency, or if sufficient qualified bargaining unit employees are not available to perform the work.

ARTICLE XIV - REDUCTION IN FORCE

When it becomes necessary to reduce the working force, the last person hired shall be the first laid off, and if the working force thereafter is increased, the employees shall be recalled in the reverse order in which they were laid off.

When an employee is discharged or laid off, he or she shall be paid by check for any wages owing at his or her next regular pay period, check will be mailed by registered letter to his or her last known address or paid by direct-deposit, at his or her next scheduled payday.

When the Company recalls laid off employees, it will attempt to contact the employee by telephone, contact the Union by telephone, and shall mail a registered or certified letter or telegram to the employee's last known address. The employee may be required to respond and be available for work within forty-eight (48) hours of the above procedure. All employees are required to keep the Company informed of their current address and telephone number.

ARTICLE XV - SENIORITY

SECTION 1.

The term "seniority" shall mean the length of continuous service of an employee. Seniority is based upon length of service at a specific site. Seniority at one site will not influence the established line of seniority at another Department of Energy site. Classification seniority shall be utilized for purpose of days off, layoff, and recall, subject to the employee's skill and ability to perform the work required.

SECTION 2.

The Union and alternate Steward shall be entitled to top seniority at the facility area, for purpose of layoff and recall, provided they have the requisite skill and ability to perform the remaining work. Refer to Exhibit "A" for seniority list.

SECTION 3.

Seniority shall be lost for the following reasons:

- a) Resignation, voluntary termination or otherwise leaving employment with or without proper notice.
- b) Discharge for just cause
- c) Layoffs for one (1) year
- d) Failure to return to work within forty-eight (48) hours after notice of recall sent by certified mail, return receipt requested, or telegram to the employees last address on record with the Company.
- e) Failure to report to work after three (3) working days absence without notifying the Company prior to or during the interim of acceptable reason for the absence
- f) Continuous illness or disability for a period of time in excess of one (1) year.
 - a. Upon the return of any employee who has been ill for a protracted period within the one year period, and prior to returning to actual work, the Company shall have the right to require a medical examination of the employee to determine whether or not the employee may return to work in a safe and healthy manner. In the event that a dispute arises between the employee's doctor and the Company's doctor, then the matter shall be submitted to the Grievance and Arbitration Procedures in Article XVI.

SECTION 4.

Seniority shall not commence until an employee has been employed for ninety (90) days, and then the date of seniority shall revert back to date of hire.

SECTION 5.

Should an employee request a change from night shift work or day shift work, preference for such assignment shall be made on the basis of seniority when such work becomes available. Vacancies within a classification shall be posted for bidding by classification seniority, provided the employee has the skill and ability to perform the work required.

ARTICLE XVI - GRIEVANCE AND ARBITRATION PROCEDURE

The parties to this Agreement, in the interest of resolving all disputes arising out of the interpretation or application of this Agreement, have settled upon the following as an exclusive, final and binding procedure for the resolution of all disputes, including complaints or grievances arising out of interpretation or application of this Agreement.

With respect to any dispute, complaint or grievance arising out of the interpretation or application of the Recognition provision of this Agreement, the Union may, at its option, proceed immediately to arbitration. Disputes, complaints or grievances arising out of all other provisions of this Agreement shall be resolved in accordance with the following procedures where applicable. The Company shall not have the right to submit its own grievances to arbitration. At each step, the facts and circumstances, along with any agreed-to actions or settlement, are documented to ensure fair and accurate understanding of the issue.

STEP 1.

- a) An aggrieved employee (other than probationary employees as defined in Article XV) shall be entitled to utilize the Grievance Procedure. Such employee may arrange to discuss the grievance with their immediate supervisor in the presence of the Union or alternate Steward, within three (3) working days after the incident giving rise to the grievance.
- b) If settled, within three (3) days from the settlement date, the Union will prepare and deliver to the Company a detailed report of the facts and circumstances of the initial Grievance and the agreed to actions or settlement.

STEP 2.

- a) If the grievance is not settled, the specific facts and circumstances must be reduced to writing by the Union and submitted to the senior on-site Company manager or other designated Company representative within five

- (5) working days of the incident giving rise to the grievance.
- b) The on-site Company manager or other designated Company representative will then meet with the Union, or alternate Steward, and the employee within five (5) working days of the receipt of the grievance to attempt to resolve the matter.
- c) If settled, within three (3) days from the settlement date, the Union will prepare and deliver to the Company a detailed report of the facts and circumstances of the initial Grievance and the agreed to action or settlement.

STEP 3.

- a) If the grievance is not settled in Step 2, the Union will submit the grievance to the Company Security Division Manager or Company Human Resources Manager within five (5) working days of the Step 2 meeting. The Company Security Division Manager or Company Human Resources Manager will communicate with the Union Business Agent within five (5) working days of the receipt of the grievance to attempt to resolve the matter.
- b) If settled, within three (3) days from the settlement date, the Union will prepare and deliver to the Company a detailed report of the facts and circumstances of the agreed to action or settlement.

STEP 4.

- a) If the grievance is not settled in Step 3, then the Union may, within twenty (20) working days after the final Step 3 meeting, refer the matter to Arbitration.
- b) Such arbitrator shall not have the power to alter this Agreement or any of its terms, in any way. The arbitrator shall be selected and the arbitration conducted under the then-prevailing rules and regulations of the American Arbitration Association. The arbitrator, upon notice to both parties, hears the issues involved. His or her decision shall be submitted in writing and shall be final and binding upon the parties.
- c) In the case of a discharge, the arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee with or without pay for days lost. The arbitrator shall not have the authority to consider any grievance involving a discharge under Article VI – Section 2.
- d) The fee of the arbitrator and administrative charges of the American Arbitration Association, shall be borne totally and equally by both parties.

ARTICLE XVII - NON-DISCRIMINATION

Neither the Company nor the Union shall discriminate against, or in favor of, any employee on the basis of race, color, national origin, religion, sex, age, non-job-related disability, or veteran's status, as required by law.

ARTICLE XVIII – VACATIONS SECTION

- 1) Each employee of the Company shall be entitled to a paid vacation according to the following schedule. Part-time employees will be entitled to pro-rated vacation hours based on years of service and number of hours actually worked in the previous year.

LENGTH OF SERVICE VACATION

1 Year	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
25 Years	5 Weeks
30 Years	6 Weeks

- 2) There shall be no carry-over of vacation from year to year. In the event any employee will lose his or her vested unused vacation time under the no carry-over rule the employee will receive pay at their normal base hourly rate in lieu of the vested unused vacation. Employees may cash-out unused vacation during the year.
- 3) The length of service shall be construed to mean all service with present Company and Predecessor Company in the performance of similar work at the U.S. Department of Energy National Energy Technology Laboratory, Morgantown, West Virginia.
- 4) Pro-rated vacation
 - a. Any employee whose employment is voluntarily or involuntarily terminated, including termination by reason of death, will receive pro-rated vacation pay calculated on the basis of one twelfth (1/12) for each month of service completed since the prior anniversary date.
 - b. Employees who have taken a leave of absence without pay beyond thirty (30) calendar days, pursuant to Article XX, shall be entitled to a pro-rated vacation for the following vacation year.
- 5) In the event of an employee death, any unused vacation will be paid with the last check issued to the employee.
- 6) One (1) vacation day pay for full time employees shall be equal to the compensation the employee receives when the employee works his/her normally scheduled workday. One-week vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled workweek.
- 7) Only one (1) bargaining unit employee shall be permitted to take his or her vacation on any single day, unless the company has sufficient staffing to let more than one (1) bargaining unit employee take vacation at a time.

- 8) Active Duty Military: Employees deployed on active military duty in excess of 90 consecutive days shall not be subject to the loss of any vacation time vested or vested prior to deployment (Article XVIII section 2). Such vacation time will be available for 12 months after return from active duty.

ARTICLE XIX - HOLIDAYS

SECTION:

- 1) Full time employees shall receive ten (10) paid holidays per year. Part-time employees shall receive pro-rated holiday pay based on their normal workweek. Part-time employees are defined as those employees that work less than an average of 33 hours per week based on a 52 week average.

Holidays designated as the Department of Energy National Energy Technology Laboratory holidays in addition to these days for which the facility is closed as set forth in Section 2 of this Article:

New Year's Day
President's Day
Memorial Day
Independence Day
Martin Luther King Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day (December 25th)

This agreement entitles those employees working December 25th to be paid the holiday pay and not the employees working on the government legal day if Christmas falls on a weekend.

- 2) The Company agrees to pay its employees for any day that the Federal Government declares a holiday and the employees are not able to work due to the closing of the facility, provided the Government reimburses the Company for such wages.
- 3) Holiday pay shall be computed for all employees in the same manner in which vacation pay is calculated as indicated in Article XVIII of this Agreement.
- Employees who work on a holiday shall receive time and one half for the hours worked that day in addition to the holiday pay.
 - Holidays not worked will be paid at straight time wage rates.

ARTICLE XX - PERSONAL DAYS

SECTION 1:

Full time bargaining unit employees shall receive five (5) paid personal days and Part time bargaining unit employees shall receive two (2) paid personal days per year after one (1) year of continuous site service, available on February 1st each contract year. The employee shall notify the company two days prior to the requested Personal Day except in case of an emergency.

SECTION 2:

Personal days will be available after one (1) year of continuous service, available on February 1st contract renewal date.

Personal days carry over will not exceed the total of personal time for any two (2) year period combined.

ARTICLE XXI - LEAVE OF ABSENCE

A leave-of-absence without pay, for reasonable cause, as determined by the Company, may be granted for a period of up to thirty (30) days, with written approval of the employee's Supervisor submitted at least fifteen (15) days in advance of expected date of the leave of absence, providing the employee can be spared from his regularly assigned job duties without undue strain on Company personnel or resources.

Such leave-of-absence may be extended for good cause shown, upon written approval of the Company. Employees who are away for a period longer than the term of their leave of absence shall be considered to have voluntarily terminated their employment with the Company.

Employees shall not receive holiday pay for any holiday which falls during the period they are on leave without pay. Employees on leave of absence without pay, which extends beyond thirty (30) calendar days, shall not receive any accruals or benefits.

ARTICLE XXII - FUNERAL / BEREAVEMENT LEAVE

An employee who has completed his probationary period shall be entitled to a leave of absence with pay at his regular rate for a maximum of three (3) regular scheduled workdays lost in the case of death in his or her immediate family (mother, father, mother-in-law, father-in-law, sibling, brother-in-law or sister-in-law, grandparents, legal guardian, husband, wife, daughter, son, grandchildren) provided the leave of absence is taken during the period between the date of death and the day following the burial or other memorial service, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request.

ARTICLE XXIII JURY DUTY

An employee who has completed his or her probationary period and who serves on jury duty shall be compensated by the company in the amount of the difference between his or her regular scheduled workdays lost and the amount received as jurors fees up to a maximum of two (2) weeks. Whenever the employee is temporarily excused from jury duty by the court on his or her scheduled workday, he or she shall advise their supervisor as promptly as possible and stand ready to report for work if requested by the Company. The receipt of a subpoena or the notice report for jury duty must be reported immediately to the appropriate supervisor and the Company may request that the employee be excused or exempted from such jury duty if, in the opinion of the Company, the employee's services are essential at the time of the proposed jury duty.

ARTICLE XXIV - WAGES

As of	02/01/14
LIEUTENANT:	\$19.88
SERGEANT:	\$19.20
GUARD II:	\$18.52
NEW HIRES:	\$14.00

ARMED RATE (Provisional) - In the event the contract requires armed officers, the pay rates above will be increased by \$2.50 per hour for each guard category for each hour worked.

New hires pay will increase over a nine (9) month period until it reaches Guard II rate.

Shift Differential- All bargaining unit employees who are scheduled to commence work on the second and third shifts shall receive a \$0.50 premium for hours worked on those shifts.

ARTICLE XXV - HEALTH AND WELFARE BENEFITS

1) The Company shall provide Health and Welfare benefits or pay for all employees at the rate of \$3.85 per hour for 2014 up to 40 hours per week.

ARTICLE XXVI - SICK DAYS

Each Full-Time Union member will receive two (2) paid sick days after one (1) year of continuous site service. Each Part-Time Union member will receive one (1) paid sick day after one (1) year of continuous site service. Sick days will be available February 1st contract renewal. Each Part Time Union member will receive one (1) paid sick day after one (1) year of continuous site service available on February 1st contract renewal. The employee shall notify the Company at least (4) hours prior to the requested sick day - Article VII, Section 8.

ARTICLE XXVII - DISCHARGE

Notwithstanding Article VI, Section I, no employee shall be discharged or disciplined except for just cause, provided, however, that the Company shall have the right to discharge for any reason any new employee during the first ninety (90) working days of his or her employment actually worked by the employee. Any verbal or written disciplinary actions are purged only if no other similar occurrences have been documented in the past six (6) months.

ARTICLE XXIII - LIGHT DUTY ASSIGNMENTS

The Company shall make a reasonable accommodation to employees who are disabled. This provision shall not be construed to require the Company to create jobs or work it does not have or to employ persons not capable of performing the available work with reasonable accommodation. The Company shall be permitted to require appropriate medical certification, on a continuing basis, from persons for whom reasonable accommodation has been made. This provision shall take precedence over Article VII to the extent a conflict arises.

ARTICLE XXIX - TERM OF AGREEMENT

Except as herein otherwise expressly provided, this Agreement shall become effective as of the 1st of February 2014 and shall remain in full force and effect up to and including the 31st day of January, 2015.

EXECUTED as of the 28th day of February 2014.

ACTION FACILITIES
MANAGEMENT, INC.

Diane Lewis Date 2/28/14
Diane Lewis, President AFM

THE SECURITY*POLICE*
FIRE PROFESSIONALS OF AMERICA
(SPFPA) LOCAL 502

Stephen W. Larkin Date 2/28/14
Stephen W. Larkin,
International Representative, SPFPA,
President Local 502

Linda Hess Date 2-28-14
Linda Hess, SPFPA Steward

Thomas Matthews Date 2-28-2014
Thomas Matthews, SPFPA Steward

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2005-2729
Revision No.: 6
Date Of Last Revision: 3/19/2014

State: Pennsylvania

Area: Allegheny

Employed on U.S. Department of Energy, National Energy Technology Laboratory contract for Site Security Services.

Collective Bargaining Agreement between contractor: ACTION FACILITIES MANAGEMENT, INC., and union: SPFPA Local 502, effective 2/1/2014 through 1/31/2015.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AGREEMENT

Between

**ACTION FACILITIES MANAGEMENT, INC.
PITTSBURGH, PENNSYLVANIA**

and

**THE SECURITY*POLICE*FIRE PROFESSIONALS
OF AMERICA (SPFPA) LOCAL 502**

Term:
February 1, 2014
Through
January 31, 2015



AFM

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**THE SECURITY*POLICE*FIRE
PROFESSIONALS OF AMERICA (SPFPA)
AFFILIATED LOCAL UNION No. 502**

AGREEMENT

ARTICLE I - PREAMBLE

THIS AGREEMENT has been entered into February 28, 2014 effective February 1, 2014 between ACTION FACILITIES MANAGEMENT INC. (AFM) hereinafter referred to as the "Company", and THE INTERNATIONAL UNION SECURITY*POLICE*FIRE PROFESSIONALS OF AMERICA (SPFPA) LOCAL 502, hereinafter collectively referred to as the "Union".

No changes, modifications, additions or other agreements will take effect until and unless a specific written addendum or side-letter is signed by all parties and attached permanently to this document. All matters within the scope of bargaining have been negotiated and agreed upon in this document. The terms and conditions set forth in this AGREEMENT represent the full and complete understanding and commitment between AFM and SPFPA.

ARTICLE II - UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining for all full-time and regular part-time security officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act ("Act") employed by the Company at the U.S. Department of Energy (DoE) National Energy Technology Laboratory (NETL) located in Pittsburgh, Pennsylvania. The agreement excludes all office, clerical, professional employees, as well as all other non-guard /non-security officer employees.

ARTICLE III - UNION SECURITY

All present employees of the Company covered by this agreement who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All employees of the Company covered by this agreement who are not members of the Union and all such employees who are hired hereafter, shall become and remain members of the Union in good standing as a condition of employment on and after the 90th calendar day following the date of execution of this Agreement or date of hire, whichever is later.

The failure of any employee to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect, and to the further effect that union membership was available to the employee on the same basis as to other members, to forthwith discharge such employee. Further, the failure of any employee to maintain his or her union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such employee.

The Union shall indemnify the Company and hold harmless the Company from

any claim, loss, damage, cost or expense arising out of the discharge of any employee under this Article; and, the Company shall not be required to make any investigation of but shall be entitled to rely on the formal documented representation made by the Union with respect to the discharge of any employee for failure to join the union or to maintain Union membership pursuant to this Article.

ARTICLE IV - DUES, CHECK-OFF AND AUTHORIZATION FORM

The Company will deduct and pay to the union the regular amount of initiation fee and Union membership dues established by the Union from the pay of each employee covered by this Agreement who authorizes and directs the Company to make such deductions. Each such authorization shall be in writing on a form provided by the Union and shall be governed by the provisions therefore.

The Union shall indemnify the Company against and hold harmless the Company from any claims, loss, damages, cost or expense arising out of any wrongful deduction and payment of any amount under the Article. All dues and initiation fees shall be deducted on the first payday of each month and the Company shall transmit to the Union, not later than the 15th day of the month in which the deductions were made, a check for the total amount paid on member's behalf. In the event an employee does not have sufficient earnings due in any pay period to cover the amount of said deductions for that pay period, the Union shall be responsible for securing the dues for that pay period.

Union Dues will be calculated as follows:

Union dues include a one-time initiation fee and monthly dues equal to 2.5 hours of the member's base pay.

ARTICLE V - NO STRIKES, NO LOCK-OUTS

Neither the Union nor employee covered by this Agreement shall authorize, encourage or engage in any strike, sympathy strike, stoppage of work, slowdown or other interference with work or with the Company's business during the term of this Agreement. The Company shall not lock-out its employees during the term of this Agreement.

ARTICLE VI - MANAGEMENT RIGHTS SECTION

SECTION 1.

Subject to the term of this Agreement, including the Grievance and Arbitration provision herein contained, it is agreed that the operation of the business and direction of the employees, including the making and enforcing of reasonable rules that do not conflict with the Agreement to assure orderly efficient operation, the determination of employees competency, the right to hire, to transfer, to promote, to demote, to discipline, to discharge for just cause, to layoff for lack of work, are rights vested exclusively in the Management of the Company.

SECTION 2.

Management shall retain the exclusive right to discharge any employee who has been denied access to the premises by any government agency or who has not maintained the necessary security clearance, certificate, or license required by the State, Department or Company.

SECTION 3.

The above Rights of Management are not all-inclusive, but indicates the type of matters or rights which belong to, and are inherent to, Management.

SECTION 4.

If any of the above rights have been expressly abridged by a specific provision of this Agreement, the specific provision of this Agreement shall apply.

ARTICLE VII - HOURS OF WORK, OVERTIME, AND CALL-IN

SECTION:

- 1) For the purposes of this agreement, employees who work less than 33 hours per week (based on an annual averaging of worked hours) are considered part-time employees. Those employees who work 33 hours per week, or greater, are considered full-time employees.
- 2) The regular work week for all employees shall be eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week. The Company week begins on Monday and ends on Sunday. Work is performed as scheduled and accepted to meet the Statement of Work for the contract.
- 3) All hours worked in excess of forty (40) hours per week shall be paid for at the rate of time and one-half the employee's base hourly salary. In the event of an emergency, employees may be required to work overtime.
- 4) The Company will attempt to distribute overtime equally among bargaining unit personnel, provided such personnel have the requisite skill and ability to perform the work needed. In the event all qualified employees reject the request to perform overtime, the overtime shall be performed by the qualified employee with the least overtime hours worked within the classification, at the Company's discretion.
- 5) The Company shall have the right to schedule working hours or working days and to make revisions in such schedule to meet its needs or those of the government.

- 6) Employees shall be permitted to switch shifts upon mutual agreement, if such written requests are approved by the Company with one (1) week notice and such changes occur within a single week so as not to create overtime. Company approval in such matters shall not be unreasonably withheld.
- 7) Any employee called-in on any of his or her normal days off shall receive a minimum of four (4) hours of work, or be paid for the difference, if any, between the actual time worked and four (4) hours pay, if sent home.
- 8) When an employee finds it necessary to be absent without having prior approval, he or she shall notify the Security Officer on duty four (4) hours before the beginning of his/her shift. The Security Officer on duty will then contact the Security supervisor.
- 9) Call-in will be distributed by seniority with part-time employees first who will not incur overtime.

ARTICLE VIII - HIRING OF NEW EMPLOYEES

The Company shall have the right to hire employees from any source whatsoever. All new employees shall be on probation for ninety (90) days and during such probationary period the Company shall be the judge as to whether or not such new employee is qualified to continue in its employ. The Company may discharge such employees for any reason at its discretion. Part-time employees shall be promoted to full-time status based on their site seniority.

Unless the needs of the company would make it impractical to do so, the Company will communicate with the Union whenever the Company needs to hire additional employees who would be covered by this Agreement. The Company will give fair consideration on a nondiscriminatory basis to all applicants for employment, regardless of membership in the Union. In hiring of employees, the Company will notify the Union or alternate Steward within five (5) working days after the date of hire.

ARTICLE IX - UNION REPRESENTATION

The Union's duly authorized agent or representative, provided they have the clearance or facility authorization to enter, shall have the right to visit the premises of the Employer at the U. S. Department of Energy National Energy Technology Laboratory at reasonable intervals and at a reasonable time during work hours for the purposes of discussing grievances with the union or alternate Steward or the Company. Upon such visits, the Union's representative shall first report to the Company or its duly authorized agent for this purpose.

The Company shall permit the Union or alternate Steward a reasonable amount of time to handle Union business, provided the steward advised the Company

supervisor of the time Union business starts and finishes. The Union will furnish the Company the names of all Stewards.

ARTICLE X - UNION BULLETIN BOARD

The Union will be provided space on a bulletin board for the purpose of posting Union notices and information, subject to Company approval, which shall not be unreasonably withheld.

ARTICLE XI - CLOTHING AND EQUIPMENT

A uniform policy enacted by the Company will control the uniform and appearance standards. Should the company require employees to wear specific attire, they will provide such attire for employees. Attire will be replaced as necessary. Employees will inspect uniforms and equipment regularly. All clothing and equipment will be maintained in good repair.

Excessively worn, torn or damaged clothing or equipment will be reported to a Security Supervisor for replacement. The condition of uniform and equipment can be assessed and determined by Security Guard Managers, and replacements required at their discretion.

Long-sleeved or Short-sleeved shirts may be worn at the discretion of the officer. Shirts shall be worn as intended, no rolled-up sleeves, or modifications of any uniform article are allowed. Only black/navy T-shirt is to be worn. Any clothing article that was not issued by the company must be approved by the AFM Corporate Manager prior to wearing.

ARTICLE XII - SAFETY

In order to provide safety control for protection to the life and health of employees and prevention of damage to property, supplies and equipment, the Company and the employees shall comply with all applicable safety requirements established by the Company or the Government.

ARTICLE XIII - BARGAINING UNIT WORK

Non-Union members shall not perform bargaining unit work except in the event of training, emergency, or if sufficient qualified bargaining unit employees are not available to perform the work.

ARTICLE XIV - REDUCTION IN FORCE

When it becomes necessary to reduce the working force, the last person hired shall be the first laid off, and if the working force thereafter is increased, the employees shall be recalled in the reverse order in which they were laid off.

When an employee is discharged or laid off, he or she shall be paid by check for

any wages owing at his or her next regular pay period, check will be mailed by registered or certified letter to his or her last known address, at his or her next scheduled payday.

When the Company recalls laid-off employees, it will attempt to contact the employee by telephone, contact the Union by telephone, and shall mail a registered or certified letter or telegram to the employee's last known address. The employee may be required to respond and be available for work within forty-eight (48) hours of the above procedure. All employees are required to keep the Company informed of their current address and telephone number.

ARTICLE XV - SENIORITY

SECTION 1.

The term "seniority" shall mean the length of continuous service of an employee. Seniority is based upon length of service at a specific site. Seniority at one site will not influence the established line of seniority at another Department of Energy site. Classification seniority shall be utilized for purpose of days off, layoff, and recall, subject to the employee's skill and ability to perform the work required.

SECTION 2.

The Union and alternate Steward shall be entitled to top seniority at the facility area, for purpose of layoff and recall, provided they have the requisite skill and ability to perform the remaining work. Refer to the seniority list which will be posted at building 923.

SECTION 3.

Seniority shall be lost for the following reasons:

- a) Resignation, voluntary termination or otherwise leaving employment with or without proper notice.
- b) Discharge for just cause
- c) Layoffs in excess of two (2) full years
- d) Failure to return to work within forty-eight (48) hours after notice of recall sent by certified mail, return receipt requested, or telegram to the employees last address on record with the Company.
- e) Failure to report to work after three (3) working days absence without notifying the Company prior to, or during, the absence ie. Missing three scheduled work days without notification to the site or Company.
- f) Continuous illness or disability for a period of time in excess of one (1) year.
 - a. Upon the return of any employee who has been ill for a protracted period within the one year period, and prior to returning to actual work, the Company shall have the right to require a medical examination of the employee to determine whether or not the

employee may return to work in a safe and healthy manner.

- b. In the event that a dispute arises between the employee's doctor and the Company's doctor, then the matter shall be submitted to the Grievance and Arbitration Procedures in Article XVI.

SECTION 4.

Seniority shall not commence until an employee has been employed for ninety (90) days, and then the date of seniority shall revert back to date of hire.

SECTION 5.

Should an employee request a change from night shift work or day shift work, preference for such assignment shall be made on the basis of seniority when such work becomes available. Vacancies within a classification shall be posted for bidding by classification seniority, provided the employee has the skill and ability to perform the work required.

ARTICLE XVI - GRIEVANCE AND ARBITRATION PROCEDURE

The parties to this Agreement, in the interest of resolving all disputes arising out of the interpretation or application of this Agreement, have settled upon the following as an exclusive, final and binding procedure for the resolution of all disputes, including complaints or grievances arising out of interpretation or application of this Agreement.

With respect to any dispute, complaint or grievance arising out of the interpretation or application of the Recognition provision of this Agreement, the Union may, at its option, proceed immediately to arbitration. Disputes, complaints or grievances arising out of all other provisions of this Agreement shall be resolved in accordance with the following procedures where applicable. The Company shall not have the right to submit its own grievances to arbitration. At each step, the facts and circumstances, along with any agreed-to actions or settlement, are documented to ensure fair and accurate understanding of the issue. The SPFPA grievance form will suffice as a "detailed report" as required by this Article.

STEP 1.

- a) An aggrieved employee (other than probationary employees as defined in Article XV) shall be entitled to utilize the Grievance Procedure. Such employee may arrange to discuss the grievance with their immediate supervisor in the presence of the Union or alternate Steward, within three (3) working days after the incident giving rise to the grievance.

STEP 2.

- a) If the grievance is not settled, the specific facts and circumstances must be reduced to writing by the Union and submitted to the senior on-site Company manager or other designated Company representative within five (5) working days of the incident giving rise to the grievance.
- b) The on-site Company manager or other designated Company representative will then meet with the Union, or alternate Steward, and the employee within five (5) working days of the receipt of the grievance to attempt to resolve the matter.

STEP 3.

- a) If the grievance is not settled in Step 2, the Union will submit the grievance to the Company Security Division Manager or Company Human Resources Manager within five (5) working days of the Step 2 meeting. The Company Security Division Manager or Company Human Resources Manager will communicate with the Union Business Agent within five (5) working days of the receipt of the grievance to attempt to resolve the matter.

STEP 4.

- a) If the grievance is not settled in Step 3, then the Union may, within twenty (20) working days after the final Step 3 meeting, refer the matter to Arbitration.
- b) Such arbitrator shall not have the power to alter this Agreement or any of its terms, in any way. The arbitrator shall be selected and the arbitration conducted under the then-prevailing rules and regulations of the American Arbitration Association. The arbitrator, upon notice to both parties, hears the issues involved. His or her decision shall be submitted in writing and shall be final and binding upon the parties.

In the case of a discharge, the arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee with or without pay for days lost. The arbitrator shall not have the authority to consider any grievance involving a discharge under Article VI - Section 2.

The fee of the arbitrator and administrative charges of the American Arbitration Association, shall be borne totally and equally by both parties.

ARTICLE XVII - NON-DISCRIMINATION

Neither the Company nor the Union shall discriminate against, or in favor of, any employee on the basis of race, color, national origin, religion, sex, age, non-job-related disability, or veteran's status, as required by law.

ARTICLE XVIII - VACATIONS SECTION

- 1) Each employee of the Company shall be entitled to a paid vacation

according to the following schedule. Part-time employees will be entitled to pro-rated vacation hours based on years of service and number of hours actually worked in the previous year.

LENGTH OF SERVICE	VACATION
1 Year	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
25 Years	5 Weeks
30 Years	6 Weeks

- 2) There shall be no carry-over of vacation from year to year. In the event any employee will lose his or her vested unused vacation time under the no carry-over rule the employee will receive pay at their normal base hourly rate in lieu of the vested unused vacation. Employees may cash-out unused vacation during the year.
- 3) Active Duty Military: Employees deployed on active military duty in excess of 90 consecutive days shall not be subject to the loss of any vacation time vested or vested prior to deployment (Article XVIII section 2). Such vacation time will be available for 12 months after return from active duty.
- 4) The length of service shall be construed to mean all service with present Company and Predecessor Company in the performance of similar work at the U.S. Department of Energy National Energy Technology Laboratory, Pittsburgh, Pennsylvania.
- 5) Pro-rated vacation
 - a. Any employee whose employment is voluntarily or involuntarily terminated, including termination by reason of death, will receive pro-rated vacation pay calculated on the basis of one twelfth (1/12) for each month of service completed since the prior anniversary date.
 - b. Employees who have taken a leave of absence without pay beyond thirty (30) calendar days, pursuant to Article XX, shall be entitled to a pro-rated vacation for the following vacation year.
- 6) Vacation Scheduling

In order to insure distribution of vacation time the following procedure will be used:

 - a. Starting with the most senior employee and working through the seniority list, each employee will pick 50% of their vacation time.
 - b. Days can be picked randomly throughout the year. (Remember your anniversary date: if you do not get your vacation until November, you cannot pick vacation before November unless you have vacation time remaining from the previous year)
 - c. When a holiday falls during an employee's vacation time, the

employee will be given the holiday off.

- d. Changes in vacation schedule must be approved by the shop steward and submitted to the company for approval two (2) weeks prior to the scheduled vacation. Employees will have three (3) working days to reschedule the days or the days will be assigned.
 - e. When rescheduling, employees cannot pick a day already picked by another employee
 - f. Management will post the canceled days on the bulletin board, located at Building 923, other employees can bid them, and seniority will determine who get the dates posted.
 - g. There will be no changing scheduled vacation days with another employee as this could disrupt the seniority selection system.
 - h. Vacation schedules will be posted on the bulletin board at Building 923 for review.
 - i. In the event of an employee death, any unused vacation will be paid with the last check issued to the employee.
- 7) One (1) vacation day pay for full time employees shall be equal to the compensation the employee receives when the employee works his/her normally scheduled workday. One-week vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled workweek.
- 8) Only one (1) bargaining unit employee shall be permitted to take his or her vacation on any single day, unless the company has sufficient staffing to let more than one (1) bargaining unit employee take vacation at a time.

ARTICLE XIX – HOLIDAYS

SECTION:

- 1) Full time employees shall receive ten (10) paid holidays per year. Part-time employees shall receive pro-rated holiday pay based on hours worked.

Holidays designated as the Department of Energy National Energy Technology Laboratory holidays:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
Martin Luther King Jr.	Christmas Day (December 25 th)

This agreement entitles those employees working December 25th to be paid the holiday pay and not the employees working on the government legal day if Christmas falls on a weekend.

- 2) In addition to these listed days, during which the facility is closed, as set forth in the Article:
- a. The Company agrees to pay its employees for any day that the Federal Government declares a holiday and the employees are not able to work due to the closing of the facility, provided the Government reimburses the Company for such wages.
 - b. Holiday pay shall be computed for all employees in the same manner in which vacation pay is calculated as indicated in Article XVIII of this Agreement.
 - i. Employees who work on a holiday shall receive time and one half for the hours worked that day in addition to the holiday pay.
 - ii. Holidays not worked will be paid at straight time wage rates.

ARTICLE XX - PERSONAL DAYS/SICK DAYS

SECTION 1:

Full-time bargaining unit employees shall receive five (5) paid personal days and two (2) sick days; Part-time bargaining unit employees shall receive two (2) paid personal days and one (1) sick day per year after one (1) year of continuous site service. The employee shall notify the company four (4) hours prior to the requested Personal Day/ Sick Day except in case of an emergency. Personal Days shall not be utilized as extended vacation or holiday. Personal days will be made available on each employee's one (1) year anniversary date.

SECTION 2:

Personal and sick days will be available after one (1) year of continuous service, available on each individual's anniversary date.

SECTION 3:

Employees may "carry-over" unused personal days. This "carry-over" will not exceed the total personal time for any two year period combined.

ARTICLE XXI - LEAVE OF ABSENCE

A leave-of-absence without pay, for reasonable cause, as determined by the Company, may be granted for a period of up to thirty (30) days, with written approval of the employee's Supervisor submitted at least fifteen (15) days in advance of expected date of the leave of absence, providing the employee can be spared from his regularly assigned job duties without undue strain on Company personnel or resources.

Such leave-of-absence may be extended for good cause shown, upon written approval of the Company. Employees who are away for a period longer than the term of their leave of absence shall be considered to have voluntarily terminated

their employment with the Company.

Employees shall not receive holiday pay for any holiday which falls during the period they are on leave without pay. Employees on leave of absence without pay, which extends beyond thirty (30) calendar days, shall not receive any accruals or benefits.

ARTICLE XXII - FUNERAL/BEREAVEMENT LEAVE

An employee who has completed his probationary period shall be entitled to a leave of absence with pay at his regular rate for a maximum of three (3) regular scheduled workdays lost in the case of death in his or her immediate family (mother, father, mother-in-law, father-in-law, sibling, brother-in-law or sister-in-law, grandparents, legal guardian, husband, wife, daughter, son, grandchildren) provided the leave of absence is taken during the period between the date of death and the day following the burial or other memorial service, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request.

ARTICLE XXIII JURY DUTY

An employee who has completed his or her probationary period and who serves on jury duty shall be compensated by the company in the amount of the difference between his or her regular scheduled workdays lost and the amount received as juror's fees up to a maximum of two (2) weeks. Whenever the employee is temporarily excused from jury duty by the court on his or her scheduled workday, he or she shall advise their supervisor as promptly as possible and stand ready to report for work if requested by the Company. The receipt of a subpoena or the notice report for jury duty must be reported immediately to the appropriate supervisor and the Company may request that the employee be excused or exempted from such jury duty if, in the opinion of the Company, the employee's services are essential at the time of the proposed jury duty.

ARTICLE XXIV - SHIFT DIFFERENTIAL

All bargaining unit employees who are scheduled to commence work on the second and third shifts shall receive a \$0.50 premium for hours worked on those shifts.

ARTICLE XXV - WAGES

As of	<u>02/01/14</u>
LIEUTENANT:	\$20.53
SERGEANT:	\$19.76
GUARD II:	\$18.77
NEW HIRES:	\$14.00

New hires pay will increase over a nine (9) month period until it reaches Guard II rate, receiving incremental increases at three (3) month intervals.

ARTICLE XXVI - HEALTH AND WELFARE BENEFITS

- 1) The Company shall provide Health and Welfare Benefits for all employees at the rate of \$3.83 per hour up to 40 hours per week. Pay increases will be made once the modification to the contract is approved by the Department of Energy.
- 2) Health and Welfare Benefit:
 - a. Full-time employees are subject to AFM's major medical insurance. If a full-time is employees already covered through alternate, approved health insurance, then the employee is eligible to receive the Health & Welfare benefits as cash-in-lieu-of benefits.
- 3) The Company shall provide part-time employees with \$3.83 per hour worked in lieu of benefits, unless benefits become available.

ARTICLE XXVII - DISCHARGE

Notwithstanding Article VI, Section 2, no employee shall be discharged or disciplined except for just cause, provided, however, that the Company shall have the right to discharge for any reason any new employee during the first ninety (90) working days of his or her employment actually worked by the employee. Warning notices that do not involve disciplinary time off shall be voided after six months.

ARTICLE XXIII - LIGHT DUTY ASSIGNMENTS

The Company shall make a reasonable accommodation to employees who are disabled. This provision shall not be construed to require the Company to create jobs or work it does not have or to employ persons not capable of performing the available work with reasonable accommodation. The Company shall be permitted to require appropriate medical certification, on a continuing basis, from persons for whom reasonable accommodation has been made. This provision shall take precedence over Article VII to the extent a conflict arises.

ARTICLE XXIX - LOCAL ISSUES

Training - All required training or certifications shall be paid for by the Company; however will be the responsibility of the employee to maintain.

ARTICLE XXX - TERM OF AGREEMENT

Except as herein otherwise expressly provided, this Agreement shall become effective as of the 1st of February 2014, and shall remain in full force and effect up to and including the 31st day of January, 2015.

EXECUTED as of the 28th day of February, 2014.

ACTION FACILITIES
MANAGEMENT, INC.

THE SECURITY*POLICE*
FIRE PROFESSIONALS OF AMERICA
(SPFPA) LOCAL 502

Diane Lewis Date 2/28/14
Diane Lewis, President, AFM

Stephen W. Larkin Date 2/28/14
Stephen W. Larkin,
International Representative, SPFPA,
President Local 502

John Duncan Date 2-28-14
John Duncan, SPFPA Steward

ATTACHMENT D - POSITION QUALIFICATIONS

POSITION QUALIFICATIONS

		DESCRIPTION
Program Manager		<p>Requirements for the Program Manager include a Masters degree in a social science, business, or related field; at least 10 years of supervisory and management experience of which 5 years must be in the operation, administration, supervision, and management of a diverse and integrated workforce conducting security support services.</p> <p>The Program Manager will be required to pass a background check as part of the U.S. Access credentialing process, and must be a U.S. citizen.</p>
Site Commander		<p>Requirements for the Site Commanders include a high school diploma or GED, at least 5 years of general and related work experience in the security or law enforcement field, and at least 5 years of supervision/management experience (security or non-security related) in a position of authority including the responsibility and oversight of personnel.</p> <p>The Site Commanders will be required to pass a background check as part of the U.S. Access credentialing process, pass a physical exam in accordance with 10 CFR 1046 Subpart B Appendix A, and must be a U.S. citizen.</p>
Security Officers		<p>Requirements for Security Officers include a high school diploma or GED, and compliance with all applicable state and local qualification and licensing requirements prior to coming on duty and maintained throughout employment at NETL.</p> <p>All Security Officer's shall meet the basic requirements as outlined in DOE 473.3.</p> <p>The Security Officers will be required to pass a background check as part of the U.S. Access credentialing process, pass a physical exam in accordance with 10 CFR 1046 Subpart B Appendix A, and must be a U.S. citizen.</p>

Sensitive Property

DESCRIPTION	MANUFACTURER	MODEL_NO	SN
BLACKBERRY	BLACKBERRY	9810	355882040230452
BLACKBERRY	BLACKBERRY	9900 BOLD	357966044088517
CAMERA DIGITAL	KODAK	DX3600	KCKAJ20306935
CAMERA DIGITAL	KODAK	Z712IS	KCXGT72708184
CAMERA DIGITAL	KODAK	Z712IS	KCXGT72708192
CAMERA, DIGITAL, POW	CANON	SD770 IS	6628122007
CELL PHONE	SAMSUNG	SGH-A777	358946024917009
CELL PHONE	SAMSUNG	RUGBY II	R21CB2BAVGE
CELL PHONE	SAMSUNG	RUGBY II	R31D102RQHY
COMPUTER H.P COMPAQ	HEWLETT PACKARD	8100	MXL043057W
COMPUTER H.P COMPAQ	HEWLETT PACKARD	8100	MXL043058W
COMPUTER IMAGING CLI	DELL	N/A	2Z3WX21
COMPUTER PERSONAL	GATEWAY	E-3600 P4/1.6	0027360507
COMPUTER PERSONAL	GATEWAY	E-4100-C	0034426279
COMPUTER SERVER STD	DELL	POWEREDGE 2600	GDW5431
COMPUTER STD SECURIT	DELL	POWEREDGE 2600	CZDWQ51
COMPUTER W/KEYBOARD,	GATEWAY	EL2-500L	0026431211
COMPUTER, 2GB BUSINE	HP COMPAQ	7900CMT	MXL9310HX7
COMPUTER, CONVERTABL	HEWLETT PACKARD	COMPAQ ELITE 8300	MXL2391MZ2
COMPUTER, CONVERTABL	HEWLETT PACKARD	COMPAQ ELITE 8300	MXL2391MZL
COMPUTER, CONVERTABL	HEWLETT PACKARD	COMPAQ ELITE 8300	MXL23921F8
COMPUTER, CONVERTABL	HEWLETT PACKARD	COMPAQ ELITE 8300	MXL23921FN
COMPUTER, CONVERTABL	HEWLETT PACKARD	COMPAQ ELITE 8300	MXL23921JK
COMPUTER, INTEL CORE	HEWLETT PACKARD	COMPAQ DC7900	MXL9380Y0J
COMPUTER: QV993AV-CT	HEWLETT PACKARD	ELITE 8300	MXL33817MQ
FAXPHON PLAIN PAPER	CANON	L170	SPN38090
KEY CUTTING MACHINE	ESP LOCK PRODUC	5000	5-00-0096
KEY MACHINE ILCO	ILCO	N/A	001166
LAMINATOR	N/A	N/A	2224007
LAMINATOR Q-SIGN 120	IDESCO	102822	7-102822
LOCK COMBINATION KIT	BEST		
MONITOR WEATHER	N/A	N/A	M20917A62
PHONE BLACKBERRY BOL	AT&T	BOLD 990	357966048855242
PHONE BLACKBERRY BOL	AT&T	BOLD 990	357966048855523
PHONE BLACKBERRY BOL	AT&T	BOLD 990	357966048855879
PHONE BLACKBERRY BOL	BLACKBERRY	9900 BOLD	357966044088517
PHONE BLACKBERRY BOL	BLACKBERRY	BOLD 9900	357966046838315
PHONE BLACKBERRY BOL	BLACKBERRY	BOLD 9900	357966048406608
PHONE BLACKBERRY BOL	BLACKBERRY	BOLD 9900	357966048789136
PHONE BLACKBERRY TOR	BLACKBERRY	9810	355882040230452
PHONE SAMSUNG RUGBY	SAMSUNG	SGH-A997	353319050714887
PIPE TOUCH BUTTON RE	PIPE II-TKS	N/A	A1508E
PODIUM PUBLIC ADDRES	SOUND-CRAFT SYS	LES-750	546251
PORTABLE AIR CONDITI	COMFORT AIRE	PD-121B	10030346
PORTABLE AIR CONDITI	COMFORT AIRE	PD-121B	10030366
PRINTER DS BASE MODE	FARGO	HDP5000	B1060615
PRINTER MAGICARD TAN	MAGICARD	DT4 9XD	78949NP
PRINTER SLIDE DUAL C	ULTRA ELECTRONI	TANGO	411597NP
PRINTER, CARD	ZEBRA TECHNOLOG	ZXP SERIES 7	12J141600172
SCANNER RADIO DIGITA	UNIDEN AMERICAN	BC796D	320Z44002645
SCANNER, FLAT BED WI	HEWLETT-PACKARD	5550C	CN2CTS72H8
SOFTWARE, COMPUTER K			10284
SOFTWARE, DATABASE C			