

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packs, papers with contract and/or order numbers.

PAGE OF PAGES

1 2

1 DATE OF ORDER
07/02/2010

2. CONTRACT NO. (if any)
GS10F0353M

6. SHIP TO:

3 ORDER NO.
DE-DT0001674

4. REQUISITION/REFERENCE NO.
10EM002689

a. NAME OF CONSIGNEE

EMCBC - Carlsbad

5. ISSUING OFFICE (Address correspondence to)
EMCBC
U.S. Department of Energy
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati OH 45202

b. STREET ADDRESS
US Department of Energy
Carlsbad Project Office
P.O. Box 3090

c. CITY
Carlsbad

d. STATE
NM

e. ZIP CODE
88221

7 TO MICHAEL J. SPRY

a. NAME OF CONTRACTOR
PORTAGE, INC.

f. SHIP VIA

b. COMPANY NAME

c. STREET ADDRESS
1075 S. UTAH AVE.
SUITE 200

8. TYPE OF ORDER

a. PURCHASE

REFERENCE YOUR:
Solicitation

b. DELIVERY

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

d. CITY
IDAHO FALLS

e. STATE
ID

f. ZIP CODE
834023325

9 ACCOUNTING AND APPROPRIATION DATA

10. REQUISITIONING OFFICE
EMCBC - Carlsbad

11 BUSINESS CLASSIFICATION (Check appropriate box(es))

- a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED g. SERVICE-DISABLED VETERAN-OWNED
- d. WOMEN-OWNED e. HUBZone f. EMERGING SMALL BUSINESS

12. F.O.B. POINT
Destination

13. PLACE OF

14. GOVERNMENT BAL. NO.

15. DELIVER TO F.O.B. POINT
ON OR BEFORE (Date)

16. DISCOUNT TERMS
NET 30

a. INSPECTION
Destination

b. ACCEPTANCE
Destination

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 82-0453796 DUNS Number: 838285914 TAS::89 0251::TAS Carlsbad Field Office Technical Assistance Contract to provide expert technical advice, support, and assistance to the Department of Energy's Continued ...					

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:

a. NAME
OR for EMCBC

\$29,633,648.00

17(f)
TOTAL
(Cont
pages)

SEE BILLING
INSTRUCTIONS
ON REVERSE

b. STREET ADDRESS
(or P.O. Box)
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 5777

17(g)
GRAND
TOTAL

c. CITY
Oak Ridge

d. STATE
TN

e. ZIP CODE
37831

\$29,633,648.00

22 UNITED STATES OF
AMERICA BY (Signature)

Signature on File

23. NAME (Typed)
William B. Hensley
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
07/02/2010

CONTRACT NO.
GS10F0353M

ORDER NO.
DE-DT0001674

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Carlsbad Field Office in the areas of quality assurance, auditing and assessment, safety, nuclear safety, site operations, environmental and regulatory compliance, scientific and international programs, and the performance demonstration program. Fund: 01250 Appr Year: 2010 Allottee: 33 Report Entity: 490801 Object Class: 25100 Program: 1110954 Project: 0000442 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0251 Period of Performance: 07/02/2010 to 07/01/2013</p>					
00001	<p>Total labor and material costs for Base Period Line item value is:\$17,496,946.00 Incrementally Funded Amount: \$100,000.00</p>				17,496,946.00	
00002	<p>Total labor and material costs for Option Period Amount: \$12,136,702.00 (Option Line Item) Line item value is:\$12,136,702.00</p>				12,136,702.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$29,633,648.00	

ATTACHMENT 1
Performance-Based
STATEMENT OF WORK
for
Carlsbad Field Office
Technical Assistance Contract

Statement of Work Carlsbad Field Office Technical Assistance Contract

1. Overview and General Requirements

1.1 Site Overview and History

The Waste Isolation Pilot Plant (WIPP) site is a deep geologic repository mined in salt and is the final disposal destination for 6.2 million cubic feet of stored and newly generated transuranic (TRU) waste from generator sites around the country. WIPP's mission is to safely characterize, transport, and dispose of radioactive waste resulting from defense activities. The Carlsbad Field Office (CBFO) is responsible for ensuring safe and efficient characterization and certification of TRU waste at Department of Energy (DOE) sites; transportation activities associated with TRU waste; and management and operations at WIPP in accordance with applicable DOE orders, environmental standards, laws, and regulations.

The CBFO is responsible for the management and integration of the TRU Waste Program, which includes all of the TRU waste generation and storage sites together with the WIPP Site. The CBFO is also responsible for the integration of the various program participants including the integration of activities related to the day-to-day management of the WIPP facility and oversight of the management and operating (M&O) prime contractor and other CBFO contractor activities. CBFO plans and manages related functions including, but not limited to: modeling and experimental efforts in support of compliance recertification; TRU waste characterization and certification processes; program planning, scheduling, and budgeting; and integration of all WIPP activities for program participants.

Activities associated with this program assure operating and environmental requirements are met including, but not limited to, WIPP Land Withdrawal Act (Public Law 102-579, as amended by Public Law 104-201); New Mexico Hazardous Waste Facility Permit; Environmental Radiation Protection Standards for the Management and Disposal of Spent Nuclear Fuel, High-Level, and TRU Radioactive Waste; Environmental Protection Agency (EPA) certification; National Environmental Policy Act (NEPA); Nuclear Regulatory Commission (NRC) certification; and Resource Conservation and Recovery Act (RCRA) documentation and safety analysis. This also includes ensuring applicable federal and state codes and standards are met, as well as ensuring that all procedures and activities are in compliance with DOE quality assurance (QA), safety, health, security, and environmental standards.

As a field office, CBFO is also responsible for other science and program missions,

not specifically tied to WIPP's waste disposal role. The 1992 WIPP Land Withdrawal Act created WIPP's prime mission of waste disposal, and also [Section 4.(b).(3)] gave DOE authority to use WIPP for other purposes not in conflict with the prime mission. These other responsibilities take advantage of the WIPP facility's unique distinction as America's only deep geologic repository to "pilot" permanent geologic isolation with other countries through international interaction and to use the WIPP facility underground setting to perform basic science experiments that require the unique radiation characteristics found only at WIPP.

1.2 Task Order Objective

The Carlsbad Technical Assistance Contractor (CTAC) shall provide expert technical advice, support, and assistance to the CBFO in the areas of QA, auditing and assessment, safety, nuclear safety, site operations, environmental and regulatory compliance, scientific and international programs, and the performance demonstration program. In accordance with DOE/CBFO-94-1012 *Quality Assurance Program Document*, CTAC also performs certification/recertification audits and assessments of the TRU waste generator sites, the WIPP Site, M&O contractor, Sandia National Laboratories, Los Alamos National Laboratory-Carlsbad, the transportation contractors, the CBFO, and other CBFO program participants. The contractor supports the CBFO in ensuring that applicable federal and state codes and standards are met and all procedures and activities are in compliance with DOE QA, safety, health, security, and environmental standards.

2.0 SCOPE OF WORK

The primary place of performance is at the CBFO facilities in Carlsbad, New Mexico. Contractor employees will be required to travel to the WIPP Site approximately 30 miles from Carlsbad, NM in performance of their duties. In addition, the CTAC will be required to perform assessments and provide other services at locations nationwide which are involved with TRU waste. These locations include but are not limited to major DOE facilities and commercial contractor locations. The range of services includes:

- QA support
- Safety oversight support
- Environmental and regulatory services support
- National TRU Program technical support
- Performance demonstration program management
- Science and international program support
- American Recovery and Reinvestment Act (ARRA) Support
- Operations oversight support

The Contractor shall appoint a senior manager who shall serve as the primary interface to the DOE Contracting Officer's Representative (COR) and have supervisory control over the contractor's employees assigned to perform work under this task order. The manager

shall develop work and staffing plans for all assigned tasks and provide monthly status reports on all activities to the COR.

2.1 Quality Assurance Support

The CBFO QA organization is responsible for oversight of the QA aspects of the WIPP Site program activities, including:

- Performance of certification audits, surveillances, and assessments of TRU waste generating site activities for TRU waste characterization, certification, and transportation;
- Oversight of WIPP Site quality-related activities, including, but not limited to, waste handling operations, WIPP Site surface and underground operations, environmental monitoring activities, and the WIPP Site QA program elements;
- Oversight of national laboratory quality-related activities, including, but not limited to, assessment of environmental and other laboratory activities and operations, and assessment of national laboratory support of WIPP performance assessment modeling and data collection;
- Oversight of TRU waste transportation activities, including but not limited to assessments of transportation carriers and assessment and inspection of fabrication, operation and maintenance of NRC-licensed nuclear shipping packages and related fleet equipment; and,
- Oversight of CBFO internal quality-related activities.

The CBFO QA Program is based on American Society of Mechanical Engineers (ASME) NQA-1-1989, ASME NQA-2-1990, Part 2.7, and ASME NQA-3-1989. Compliance to these standards is required by the WIPP Land Withdrawal Act (LWA) and the associated Code of Federal Regulations (CFR), 40 CFR Parts 191 and 194, and by the Hazardous Waste Facility Permit (HWFP) issued by the State of New Mexico. Additional quality assurance oversight activities are performed related to the following requirements documents:

- 10 CFR Part 71
- 10 CFR 830
- 29 CFR
- 30 CFR – MSHA
- 36 CFR Part 1200
- 40 CFR
- DOE 414.1

The contractor shall provide the expert technical assistance necessary to maintain the CBFO QA program. Contractor personnel will be working directly to CBFO procedures under the CBFO QA program. Contractor personnel will be expected to perform these activities with a minimum of oversight and guidance by CBFO personnel and in compliance with the following CBFO procedures:

- Management Procedure (MP) 3.1, Corrective Action Reports;
 - MP 5.2, TRU Waste Site Certification/Recertification;
 - MP 9.1, Management Assessment;
 - MP 10.2, Surveillances;
 - MP 10.3, Audits;
 - Team Procedure (TP) 3.2, Trend Identification and Reporting;
 - TP 10.1, Qualification of Audit Personnel and Certification of Lead Auditors;
- and,
- Other applicable CBFO procedures

The contractor will also be responsible for providing specialized technical expertise on a limited basis as requested and performing the necessary administrative activities to support completion of this Statement of Work (SOW) such as secretarial support, document reproduction, and technical editing.

2.1.1 Certification Audits, Surveillances, and Assessments of TRU Waste Generating Site Activities

The contractor shall perform annual recertification audits at each waste generating site that is actively shipping waste to WIPP and an initial certification audit at each waste generating site that is preparing to ship waste to WIPP in order to verify regulatory and permit compliance of site processes and procedures. The contractor shall perform each audit, document the audit results and findings in the CBFO corrective action tracking system, deliver a draft interim report upon completion of the audit, and deliver a draft final audit report written upon closure of audit findings to CBFO QA for approval and issuance. The contractor shall verify closure of audit findings. The contractor shall also perform surveillances and assessments as necessary.

To complete the requirements in this section of the SOW, the contractor shall supply staff with the following qualifications. (Note: other technical disciplines may be required depending on the situation.):

Experienced senior-level lead auditors that are currently certified or can be certified under the CBFO lead auditor certification process, which is based on ASME NQA-1-1989. These individuals will be expected to manage preparation of audit plans, checklists, and reports by audit team members; coordinate the logistics necessary to conduct certification audits at sites at remote locations across the continental U.S.; interface with regulators, the DOE, and contractor personnel at TRU waste sites; and manage large audit teams with a significant number of observers.

Expert-level technical specialists in the following fields: non-destructive assay; headspace gas analysis; real-time radiography; helium leak testing; acceptable

knowledge (as defined by EPA in 40 CFR 194.2); software quality assurance (SQA); QA; operation and maintenance; data verification and validation.

Experienced QA auditors and technical specialists in the following fields: visual examination (VE) and VE technique; personnel training and qualification; QA records and document control; procurement quality; packaging and transportation of TRU and TRU-mixed waste, including Department of Transportation (DOT) regulations affecting shipment of hazardous and radioactive waste; nonconformance control and corrective action; item identification, control, handling, storage and shipment; control of measuring and test equipment; sample control.

2.1.2 Audits, Surveillances, and Assessments of WIPP Quality-Related Activities

The contractor shall perform QA audits of WIPP quality-related activities at least twice each year to verify regulatory and permit compliance of site processes and procedures. The contractor shall perform the audits, document audit results and findings in the CBFO corrective action tracking system, and deliver draft final audit reports to CBFO for approval and issuance. The contractor shall verify closure of audit findings. The contractor shall also conduct surveillances and other assessments as necessary.

To complete the requirements in this section of the SOW, the contractor shall supply staff with the following qualifications:

Experienced senior-level lead auditors that are certifiable under the CBFO certification process, which is based on ASME NQA-1-1989. These individuals will be expected to manage preparation of audit and surveillance plans, checklists, and reports by audit and surveillance team members; coordinate the logistics necessary to conduct audits and surveillances at the WIPP site; interface with regulators, M&O contractor personnel, and CBFO personnel; and manage teams during performance of audits, surveillances, and other assessments.

Expert-level technical specialists to act as subject matter experts and technical auditors in the following fields: QA, real-time radiography; helium leak testing, software design, operation, maintenance, and software QA; site operations and maintenance.

Experienced QA auditors and technical specialists in the following fields: hoisting and rigging; personnel training and qualification; QA records and document control; procurement quality; packaging and transportation of TRU and TRU-mixed waste, including DOT regulations affecting shipment of hazardous and radioactive waste; nonconformance control and corrective action; item identification, control, handling, storage and shipment; control of measuring and test equipment; sample control; design control; maintenance of operating plant

systems and components, including reliability engineering; industrial safety and Occupational Safety and Health Administration regulations; radiological safety and contamination control, including dosimetry; and NEPA regulations and environmental monitoring.

On occasion, other technical disciplines may be required on an as-needed basis. Other disciplines might include individuals with expertise in metallurgy, statistics, Mine Safety and Health Administration regulations, and non-metal mining practices and mine ventilation.

2.1.3 Audits, Surveillances, and Assessments of National Laboratory Quality-Related Activities

The contractor shall perform annual QA audits, surveillances, and other assessments of national laboratory activities that support WIPP. These audits, surveillances, and other assessments shall cover quality-related activities in the areas of, but not limited to, performance assessment modeling, data collection, maintenance of the baseline inventory report of TRU waste inventory, QA program elements, and all activities performed in support of the Compliance Recertification Process required by 40 CFR 194 and in support of renewal of the Hazardous Waste Facility Permit issued by the State of New Mexico. The contractor shall perform audits, document audit results and findings in the CBFO corrective action tracking system, and deliver draft final audit reports to CBFO QA for approval and issuance. The contractor shall verify closure of audit findings. The contractor shall also conduct surveillances and assessments as necessary.

To complete the requirements in this section of the SOW, the contractor shall supply staff with the following qualifications.

Experienced senior-level lead auditors that are certifiable under the CBFO certification process, which is based on ASME NQA-1-1989. These individuals will be expected to manage preparation of audit and surveillance plans, checklists, and reports by audit and surveillance team members; coordinate the logistics necessary to conduct audits and surveillances at national laboratory and support contractor facilities; interface with regulators, laboratory personnel, and CBFO personnel; and manage teams during performance of audits, surveillances, and other assessments.

Expert-level technical specialists to act as subject matter experts and technical auditors in the fields of software design, operation, maintenance, and Software Quality Assurance (SQA), with emphasis on Structured Query Language (SQL; such as Oracle and Microsoft Access) based databases; data verification and validation; and radiological material inventory.

Experienced QA auditors and technical specialists in the following fields:
personnel training and qualification; QA records and document control;

procurement quality; non-conformance control and corrective action; item identification, control, handling, storage and shipment; control of measuring and test equipment; and sample control.

On occasion, other technical disciplines may be required on an as-needed basis. Other disciplines might include individuals with expertise in radiological analytical laboratory practices.

2.1.4 Audits, and Surveillances of TRU Waste Transportation Quality-Related Activities

The contractor shall perform QA audits of WIPP transportation carriers, shipping packages, and related fleet equipment. The contractor shall perform audits, document results and findings in the CBFO corrective action tracking system, and deliver draft final audit reports to CBFO QA for approval and issuance. The contractor shall verify closure of audit findings. The contractor shall also conduct surveillances as necessary.

To complete the requirements in this section of the SOW, the contractor shall supply staff with the following qualifications:

Experienced senior-level lead auditors that are certifiable under the CBFO certification process, which is based on ASME NQA-1-1989 . These individuals will be expected to manage preparation of audit and surveillance plans, checklists, and reports by audit and surveillance team members; coordinate the logistics necessary to conduct audits and surveillances at carrier facilities, engineering and design firms, and at industrial fabrication facilities; interface with regulators, auditee personnel, and CBFO personnel; and manage teams during performance of audits, and other surveillances.

Experienced QA auditors and technical specialists in the following fields: personnel training and qualification; QA records and document control; procurement quality; nonconformance control and corrective action; item identification, control, handling, storage and shipment; control of measuring and test equipment; material and spare parts control; welding, including welding of stainless steel, and other non-carbon steel fabrication processes; and, maintenance and operation of semi-tractors and trailers.

On occasion, other technical disciplines may be required on an as-needed basis. Other disciplines might include individuals with expertise in metallurgy and destructive and non-destructive inspection testing, including but not limited to dye penetrant, ultrasonic, visual, drop test, leak test (including helium leak testing), radiography, and magnetic particle.

2.1.5 Audits, Surveillances, and Assessments of CBFO Internal Quality-Related Activities

The contractor shall perform audits, surveillances, and assessments of CBFO internal quality-related activities as needed. The contractor shall perform the audits, document the results and findings in the CBFO corrective action tracking system, and deliver draft final audit reports to CBFO QA for approval and issuance.

To complete the requirements in this section of the SOW, the contractor shall supply staff with the following qualifications:

Experienced senior-level lead auditors that are certifiable under the CBFO certification process, which is based on ASME NQA-1-1989. These individuals will be expected to manage preparation of audit and surveillance plans, checklists, and reports by audit and surveillance team members; interface with regulators and CBFO personnel; and manage teams during performance of audits, surveillances, and other assessments.

Experienced QA auditors and technical specialists in the fields of personnel training and qualification, QA records and document control, procurement quality, and corrective action.

2.1.6 Provide Assistance to the CBFO QA Organization in Daily Activities

The contractor shall provide technical support to the CBFO QA organization in executing its oversight duties and in support of the audits, assessments, and surveillances conducted under this contract. The CBFO QA organization maintains documents, management procedures, and processes such as databases necessary for the smooth functioning of the CBFO QA program. Activities include:

- Reproduction of extensive QA files and objective evidence for audits, surveillances, and corrective actions;
- Submittal of QA files to WIPP regulators;
- Maintenance of QA files until disposition through the RIDS process;
- Maintenance of activity logs, such as audit and surveillance logs;
- Development, operation, and maintenance of databases to perform trend analysis, to track corrective action status, regulatory finding status, and management assessment finding status;
- Preparation of routine periodic reports to CBFO management;
- Development and presentation of audit training as needed for CBFO and contract auditors, and QA refresher training for CBFO personnel; and
- Development and review of documents and procedures, such as the CBFO Quality Assurance Program Description (QAPD), management procedures, and draft correspondence.

The contractor shall supply support staff for this function with the following qualifications:

- Database design, operation, maintenance, and SQA, including an expert knowledge of SQL programming;
- Procedure and document writing;
- Technical editing;
- Certified records coordinators; and
- Technical training.

2.2 Safety Oversight

The mission of the Office of Safety and Health (OSH) is to serve the CBFO as the central organization responsible for the Safety and Health of the worker, public, and the environment. The OSH accomplishes this mission by providing leadership and strategic vision pertaining to coordinating and integrating compliant safety programs that include; nuclear safety management, fire protection, industrial health, radiation protection, occupational safety, and emergency management functions, while engaging independent oversight of the contractor and providing a checks and balances of safety activities for CBFO.

The contractor shall provide subject matter expert technical assistance and support as requested for the CBFO OSH in the performance of its functions. The primary emphasis is on safety and health oversight at WIPP. The OSH is responsible for the following: safety basis document preparation, safety basis changes, Unresolved Safety Question (USQ) determination reviews and related activities, review and approval of hazard control, nuclear safety analyses, independent verification review processes, radiological protection, internal and external dosimetry, emergency preparedness, industrial safety and health, and fire protection. Requirements are found in various documents and regulations including those from the Occupational Safety and Health Administration (OSHA), Mining Safety and Health Administration (MSHA). Additional guidance is found in Integrated Safety Management (ISMS) documentation, Technical Qualification Program (TQP) documentation, NRC requirements, and DOE orders and regulations. The contractor may be requested to review or prepare documentation associated with any of the aforementioned programs, requirements or guidance.

2.3 Environmental and Regulatory Program Oversight

The contractor shall provide technical and regulatory support, including reviews, analyses, recommendations, and evaluations, to CBFO staff as requested in support of the Environmental and Regulatory Program. The individuals providing the support shall have a comprehensive knowledge of RCRA regulations, the WIPP Hazardous Waste Facility Permit (HWFP), management and radioactive waste disposal standards (40 CFR, Parts 191 and 194), the EPA's terms and conditions of WIPP Certification, and a sufficient knowledge of the WIPP authorization basis to

identify how changes to the HWFP, other permits and the EPA's terms and conditions of WIPP Certification might impact the WIPP regulatory program and activities.

The individuals providing support should also have a working knowledge of DOE Orders and requirements, as well as other environmental regulations applicable to WIPP. Other applicable regulations include, but are not limited to, the Clean Air Act, Clean Water Act, Safe Drinking Water Act, NEPA, Toxic Substance Control Act, and applicable State of New Mexico regulations, including those intended to protect water resources. In general, primary activities to be performed by the contractor are described in the following paragraphs of this section.

2.3.1 RCRA

The contractor shall:

- Provide technical support for oversight of activities required by the RCRA permit at the waste generator sites and at WIPP;
- Review proposed modifications to the HWFP;
- Review proposed interpretations of language in the HWFP;
- Provide expertise in the Atomic Energy Act as it relates to mixed waste characterization and management;
- Provide expertise in applying creative solutions to unique RCRA waste management issues;
- Provide RCRA environmental regulatory interpretations;
- Conduct RCRA environmental regulatory research;
- Provide advice and strategy on the New Mexico Environment Department RCRA compliance issues; and
- Develop recommendations for changes to the HWFP to make activities conducted under the permit more efficient and/or less costly, while maintaining protection of human health and the environment.

2.3.2 EPA Certification of WIPP and Compliance with 40 CFR 191 Environmental Radiation Standards

The contractor shall prepare and review documentation for the EPA recertification of the WIPP and support monitoring programs required as part of the EPA Certification. Additionally, the contractor shall:

- Provide technical support for oversight of activities required by terms and conditions of the WIPP Compliance Certification at both the waste generator sites and the WIPP facility;
- Review proposed changes to the Certification and supporting impact analyses;
- Review annual change reports and supporting analyses;
- Provide expertise in long-term repository performance;

- Provide support in addressing EPA and stakeholder concerns and issues related to Certification;
- Support development of planned change requests;
- Provide technical support for activities related to environmental monitoring activities;
- Support independent peer reviews; and
- Conduct environmental regulatory research.

2.3.3 Other Applicable Environmental Laws and Regulations

The contractor shall:

- Support implementation of environmental and regulatory compliance programs, including the Environmental Management System and Land Management Programs;
- Provide technical and administrative expertise for performing audits, surveillances, and assessments of environmental and regulatory compliance programs;
- Provide technical and administrative expertise in evaluating radiological air monitoring and sampling, volatile organic compound (VOC) monitoring and sampling, and hydrogen and methane monitoring and sampling, and periodic reports resulting from these programs;
- Provide review, advice and strategy concerning environmental, regulatory compliance, Toxic Substance Control Act, and NEPA issues as requested;
- Support environmental and regulatory permitting/permit modification activities;
- Conduct environmental regulatory research;
- Produce documents associated with every activity performed; and
- Review, analyze and/or evaluate plans, procedures and other applicable environmental compliance documents, including the Annual Site Environmental Report and the Biennial Environmental Compliance Report.

2.4 National TRU Program - Technical Support

The contractor shall provide experienced technical support for oversight activities and document development and reviews performed by the National TRU Program (NTP). Support shall be provided as requested by NTP. The contractor will ensure that work undertaken in support of the NTP is done in a manner to eliminate potential conflict of interest situations in regards to QA assessment functions under the contract.

2.4.1 TRU Waste Certification Program Support

The contractor shall be able to provide experienced technical specialists to support the following areas of expertise, as related to the characterization of mixed-TRU waste:

- Non-destructive assay
- Headspace gas analysis
- Real-time radiography
- Acceptable knowledge (as defined by EPA in 40 CFR 194.2)
- Visual examination and visual technique
- Data verification and validation
- Document review, and resolution processes
- Peer review
- Preparation and/or review of responses to regulatory inquiries (EPA or New Mexico Environment Department)

2.4.2 TRU Waste Certification Program Support

For the TRU Waste Certification Program, technical assistance will be needed throughout the contract and will cover both contact-handled (CH) and remote-handled (RH) radioactive waste. Documents are reviewed as part of the generator waste characterization programs. This includes review of program plans, technical procedures, waste stream profiles, instrumentation manuals, operational instructions, and other related documents. Technical support for DOE facility program reviews and assessments will require travel.

2.4.3 TRU Waste Transportation and Packaging

The contractor shall assist, as requested, with management, technical, or operational assessments of the WIPP M&O Contractor, WIPP transportation carriers, shipping packages, and related fleet equipment. The contractor shall perform program and technical reviews, document results, and submit any findings to the CBFO corrective action tracking system, and issue final reports. The contractor shall track and verify closure of assessment findings and issues.

Experienced technical specialists will be able to demonstrate an understanding of the following requirements:

REQUIREMENT	DESCRIPTION
Waste Isolation Pilot Plant Land Withdrawal Act, P.L. 102-579	In addition to other provisions, establishes (Section 16) requirements for transportation of TRU waste to and from WIPP.
10 CFR	Part 71 Packaging and Transportation of Radioactive Material U.S. Nuclear Regulatory Commission Part 830.120 Quality Assurance Requirements

40 CFR	<p>Part 262 Standards Applicable to Generators of Hazardous Waste</p> <p>Part 263 Standards Applicable to Transporters of Hazardous Materials</p>
49 CFR	<p>Part 40 Transportation workplace Drug and Alcohol Testing Programs</p> <p>Part 107 Hazardous Materials Program Procedures</p> <p>Part 171 General Information, Regulations, and Definitions</p> <p>Part 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications Requirements and Emergency Response Information Requirements, and Training Requirements</p> <p>Part 173 Shipper-General Requirements for Shipments and Packaging</p> <p>Part 177 Carriage by Public Highway</p> <p>Part 382 Controlled Substances and Alcohol Use and Testing</p> <p>Part 383 Commercial Drivers License Standards, Requirements and Penalties</p> <p>Part 385 Safety Fitness Procedures</p> <p>Part 386 Rules of Practice for Motor Carrier Safety and Hazardous Material Proceedings</p> <p>Part 387 Minimum Levels of Financial Responsibility for Motor Carriers</p> <p>Parts 390-399 Federal Motor Carrier Safety Regulations</p>
DOE Directives	<p>O 225.1 Accident Investigation</p> <p>O 151.1 Comprehensive Emergency Management System</p> <p>O 435.1 Radioactive Waste Management</p> <p>O 460.1 Packaging and Transportation Safety</p> <p>O 460.2 Departmental Materials Transportation and Packaging Management</p> <p>O 473.1 Physical Protection Program</p> <p>M 460.2-1 Radioactive Material Transportation Practices Manual</p>

	<p>O 200.1 Information Management Program</p> <p>O 231.1 Environment, Safety and Health Reporting</p> <p>O 5530.3 Radiological Assistance Program</p> <p>O 414.1 Quality Assurance</p>
Western Governors' Association (WGA) WIPP Transportation Safety Program Implementation Guide	Contains protocols, principles, and agreements between the WGA and DOE for safe transportation of TRU waste to WIPP through its client states' jurisdiction.
Southern States Energy Board (SSEB) Transportation Planning Guide for the DOE's Shipments of TRU Waste	Contains protocols, principles, and agreements between the SSEB and DOE for safe transportation of TRU waste to WIPP through its client states' jurisdiction.
DOE/CBFO 98-3103, WIPP Transportation Plan	CBFO plan that defines the requirements for managing the transportation of TRU waste from and between TRU waste generator sites and WIPP.

Experienced technical specialists shall have specialized knowledge and experience on the following program elements and activities:

- personnel training and qualification;
- records and document control;
- nonconformance control and corrective action;
- item identification, control, handling, storage and shipment;
- control of measuring and test equipment;
- material and spare parts control;
- welding, including welding of stainless steel, and other non-carbon steel fabrication processes; and
- maintenance and operation of semi-tractors and trailers.

In addition, the contractor shall provide, on an as-requested basis, individuals with expertise in metallurgy and destructive and non-destructive inspection testing, including but not limited to dye-penetration, ultrasonic, visual, drop test, leak test (including helium leak testing), radiography, and magnetic particle.

2.5 Performance Demonstration Program

The Performance Demonstration Program (PDP) is a unique and independent evaluation of specific capabilities of various DOE sites to perform headspace gas sampling and hazardous waste sampling activities and the capability of site non-destructive assay (NDA) systems to detect radionuclides. Site NDA systems, headspace gas systems, or laboratories doing hazardous waste analysis must participate in the PDP in order to certify the applicable waste data for waste being disposed of at WIPP. The headspace gas samples shall be prepared and the QA checks performed by a CBFO-approved, qualified laboratory. The qualified laboratory shall also store spare sample canisters. A DOE-approved, qualified subcontract laboratory is required. The RCRA samples shall be prepared by a qualified laboratory.

The contractor shall manage the PDP for DOE. Activities will consist primarily of scheduling the PDP cycles, managing the sample preparation and shipment of samples, and scoring the data once the samples have been analyzed. The PDP is a quality-affecting activity and the contractor shall maintain a QA program that complies with the requirements of the CBFO QAPD.

2.5.1 Non-Destructive Assay

The contractor shall:

- Schedule and implement at least one drum NDA PDP and one box NDA primary cycle per year;
- Score and publish the NDA cycle scoring reports and distribute;
- Provide technical assistance to evaluate and closeout corrective actions whenever an NDA system fails a PDP;
- Develop and score NDA PDP supplemental cycles as requested by DOE;
- Maintain the NDA equipment to include drums, boxes and sources;
- Provide shipping support for NDA sources and equipment as required;
- Maintain accountability of all NDA PDP equipment and sources;
- Provide training and/or training materials to personnel to support the PDP;
- Provide annual reviews and update PDP documentation as required; and
- Collect and submit QA records.

2.5.2 RCRA

The contractor shall:

- Plan and implement one primary RCRA PDP cycle per year;
- Procure samples from a subcontracted laboratory and distribute samples to participants;
- Score the PDP and publish the scoring reports;

- Collect and submit QA records;
- Develop and score RCRA PDP supplemental cycles as requested by DOE;
- Review and update RCRA PDP documentation as required; and
- Provide technical assistance to evaluate and closeout corrective actions whenever a system fails a PDP.

2.5.3 Headspace Gas PDP

The contractor shall:

- Develop and implement at least one primary headspace gas PDP per year;
- Work with the subcontracted qualified laboratory to procure and distribute headspace samples to participants;
- Score the PDP and publish the scoring reports;
- Collect and submit QA records;
- Develop and score headspace gas PDP supplemental cycles as requested by DOE;
- Review and update headspace gas PDP documentation as required;
- Provide technical assistance to evaluate and closeout corrective actions whenever a system fails a PDP; and
- Support and implement plans to closeout the headspace gas PDP to include transfer of equipment such as sample canisters.

2.6 Science and International Programs

The contractor shall provide technical and scientific support, including reviews, analyses, recommendations, and evaluations to CBFO staff as requested in support of the Science and International Programs and the other programs within the CBFO Office of the Manager. The individuals providing the support shall have a comprehensive knowledge of the WIPP HWFP, EPA's management and radioactive waste disposal standards (40 CFR, Parts 191 and 194), and their historical context and evolution. Contractor staff should have a working knowledge of DOE Orders, manuals, guidance documents and major programs, such as DOE's Office of Environmental Management, Office of Science, Office of Nuclear Energy, Office of Civilian Radioactive Waste Management, Office of Energy Efficiency and Renewable Energy, Office of Legacy Management, Office of Fossil Energy and the Energy Information Administration.

The contractor shall have thorough knowledge of related programs that indirectly influence WIPP operations and compliance posture and planning, including:

- Radioactive waste management programs both planned or in operation in other countries
- The National Nuclear Security Administration (NNSA) complex transformation initiative

- The NRC review, licensing and rulemaking process
- The radioactive LLW management industry, including Section 11.e.2 facilities under the Atomic Energy Act and amendments (AEA)
- The Environmental Protection Agency's (EPA) contract laboratory program
- The National Research Council and the National Academies of Science (NAS) Board on Radioactive Waste

2.6.1 Science Support

The contractor shall:

- Provide technical support for oversight of activities performed under the CBFO Office of Science and International Programs
- Provide expertise in applying creative solutions to unique radioactive waste management issues
- Provide support to integrate and coordinate waste technology development and technology transfer
- Provide advice and strategy to coordinate underground science activities.
- Recommend and support strategic planning efforts to enhance the EM mission
- Conduct regulatory-related research upon their science basis
- Assist CBFO in representing WIPP to external DOE offices, other agencies, academia, nuclear research community, and the private sector on nuclear facility scientific and technological issues
- Provide scientific and technical advice and guidance on repository science and compliance matters such as technology development, testing, reviews, assessments, and translation of findings into improved facility performance

2.6.2 International Repository Program Development Support

The contractor shall:

- Assist CBFO in coordinating international technology development activities
- Support international information exchange on deep geologic waste disposal with other countries
- Provide access to reputable scientific experts on long lived radioactive waste disposal in deep geological systems

2.7 American Recovery and Reinvestment Act Support

The CBFO Recovery Act Project implements the requirements of the American Recovery and Reinvestment Act of 2009 (ARRA) to make use of supplemental appropriations for job preservation and creation to accelerate the disposition of defense-generated TRU waste across the nation. The CBFO Recovery Act Project, entitled "TRU Waste Accelerated Disposition" involves accelerated TRU waste characterization, certification and transportation for disposition of defense-generated TRU waste from the following targeted generator and interim storage sites above and beyond the currently-approved CBFO baseline project using ARRA funds. ARRA

activities are to be performed subject to all existing WIPP regulatory requirements, including permits, licenses, and quality program procedures.

The contractor shall provide the expert technical assistance necessary to assist CBFO in providing adequate oversight of CBFO Recovery Act Project activities. Specifically, there are four areas that the contractor shall provide expert technical assistance for the CBFO Recovery Act Project as follows:

- QA Support
- Regulatory Compliance
- Project Planning and Control
- NTP Technical Support

The contractor shall also be responsible for providing specialized technical expertise on a limited basis as requested and performing the necessary administrative activities to support completion of this SOW such as secretarial support, document reproduction, and technical editing.

The contractor shall invoice CBFO Recovery Act Project work separately from the CBFO Base Program work to meet ARRA requirements.

The contractor shall provide support and qualified staff as described in the previous section of the SOW. Additionally, the contractor shall provide specific support as described below:

2.7.1 NTP Technical Support

The contractor shall provide individuals with technical expertise and TRU waste project management support for monitoring and providing technical oversight of the implementation of the CBFO Recovery Act Project. These individuals may be stationed on location at the generating sites as required by the NTP. Activities to be performed specifically involve monitoring Central Characterization Program (CCP) performance at generator sites, and TRU waste project management support in Carlsbad. The individual(s) monitoring CCP performance at the generating sites will interface and report observations to the CBFO CH & RH Certification Managers. The individual providing TRU waste project management support will support the CBFO in project management oversight of NTP activities funded with Recovery Act funds.

2.8 Operations Support

The contractor shall provide expert technical assistance and support as requested for the CBFO Office of Site Operations. The primary emphasis is on safety and operations oversight at WIPP. The contractor shall provide personnel with extensive knowledge in waste management, emergency preparedness, integrated safety management, mining, mechanical systems, electrical and control systems,

Occupational Safety and Health Administration requirements, Mine Safety and Health Administration requirements, NRC requirements, and all DOE orders and regulations pertaining to conduct of operations and maintenance management.

2.9 Reports and Deliverables – See checklist on following page.

Additionally, the Contractor shall prepare and submit the following recurring plans and reports. DOE reserves the right to request additional reports or to modify at any time. The Contractor shall be responsible for the development of many specialized reports.

	Report	Frequency	Submittal To	Approval Authority	Reference (SOW or RFQ clause)
1.	Technical oversight reports as required by the CBFO.	As required	Appropriate TM	N/A	SOW 2.0
2.	Status Reports for work requests	Monthly	COR/CO/TMs	N/A	SOW 4.0
3.	Monthly accomplishments report with 30-60-90 day look-ahead for scheduled activities	Monthly	COR/CO/TMs	N/A	SOW 2.0
4.	Reporting of ARRA costs and jobs created	Quarterly	Federalreporting.gov	CO	SOW 24.0
5.	Property Inventory	As required	COR/CO	CO	SOW 16.0

Note: Other deliverables and task order work products will be specified by DOE when subtask orders are issued which provide estimated cost and labor hour ceilings by functional areas of the SOW. See sample subtask order in Attachment 8, Sample Subtask Order Form.

3. Government Furnished Information

DOE will provide the following to the Contractor:

- Access to available site-wide information databases, documents and other information required to support technical assistance activities
- Access to the existing contractors' baselines

4. Subtask Order Procedures

- Only the CO may issue subtask orders to the contractor, providing specific authorization or direction to perform work within the scope of the task order and as specified in the schedule.
- Prior to issuing a subtask order, the COR will issue a request for a work plan from the Contractor which will contain a functional description of the work identifying the objectives or results desired from the contemplated subtask order, including any specific work products.
- Within 10 calendar days after receipt of the COR's request, the Contractor shall submit a work plan conforming to the request which includes the technical description of the work, proposed schedule, labor categories, Direct Productive Labor Hours (DPLH), and other direct costs (if applicable).
- After review and any necessary discussions, the COR will forward the work plan to the CO for incorporation into the subtask order.

- (e) The Contractor shall submit monthly subtask order progress reports. As a minimum, the reports shall contain the following information:
 - 1. Subtask order number.
 - 2. Total subtask order prices.
 - 3. Cost and hours incurred to date for each subtask order.
 - 4. Costs and hours estimated to complete each subtask order.
 - 5. Significant issues/problems associated with each subtask order.
 - 6. Status of the schedule for each subtask order.
 - 7. Cost summary of the status of all subtask orders issued under the task order.
- (f) Should any revision become necessary to the labor categories and hours in the task order, the Contractor shall promptly submit to the CO and COR a revised work plan with explanatory notes. Revised work plans submitted by the Contractor are subject to the review of the CO.

5. Obligation of Funds

Total funds in the amount of \$ 100,000 are obligated herewith and made available for payment for work performed under this task order. Performance under this task order shall be subject to the availability of funds from which payment for task order purposes can be made.

6. Security and Access to Facilities

Classified work is not anticipated to be required under this task order. However, the contractor may have access to Official Use Only (OUO) or Unclassified Controlled Nuclear Information (UCNI) in executing this scope. In those cases, the information shall be handled in accordance with DOE requirements. The contractor shall adhere to and comply with CBFO and WIPP security policies and requirements.

Facility Access Requirements:

Background Checks: The Contractor shall complete a background check for each employee and subcontractor employee. The Contractor shall maintain documentation of the completion of all background checks. The method and means of background checks must be in accordance with FAR 52.222-54 Employment Eligibility Verification using Form I-9 through the E-Verify System.

30 days or more: Contractor personnel who are required to work on WIPP Property for 30 days or more must complete the General Employee Training (GET) Initial Training within 30 days of being assigned to the WIPP. GET training consists of a two-day instruction program, with an examination being given at the end of the session. Upon successful completion of the examination, the contractor employee will be issued a contractor picture badge good for a period of one year. Upon completion of the assignment, the contractor personnel will surrender their badge to security.

30 days or less for Contract employees: Contract personnel who are required to work on WIPP Property for 30 days or less unescorted shall be required to complete GET-300. GET-300 consists of completing a video presentation followed by an examination administered by the Security Department. Upon successful completion of the examination, the employee will be issued a contractor badge and will be allowed to access the WIPP site unescorted during normal work hours for a period of 30 days. To obtain the badge each day, the contractor employee will show Security picture identification and then pick up their badge at the main Guard & Security Building. The Subcontractor employee will be required to turn in his/her badge at the gatehouse each day upon leaving the site. Completion of this training does not allow the contractor personnel access to the SWB unescorted.

Foreign Nationals:

Access or entry by a foreign national (not a citizen of the United States) to the WIPP Site, DOE Skeen-Whitlock Building (SWB), or any other Government leased building is not allowed without first being approved by CBFO Security and the CBFO Manager. All unclassified visits (30 days or less) and assignments (more than 30 days) of foreign nationals will be managed in accordance with the Department of Energy Notice and Policy 142.1.

A minimum of 45 days advance notice is required for indices checks of all foreign nationals that are citizens of a sensitive country who require access to a security area or access to a sensitive subject. A Security Plan is required for unclassified foreign visits and assignments. Contact WIPP Security for required forms and guidelines.

Property Searches:

WIPP Security Officers will inspect all vehicles entering and leaving the WIPP Site and may conduct hand-carried item searches upon entering and exiting CBFO facilities. Searches are conducted to prevent unauthorized carrying, transporting, or otherwise introducing or causing to be introduced any dangerous weapon, explosive, or other dangerous instrument or material likely to produce substantial injury or damage to persons or property into or upon CBFO facilities. These can include items such as weapons, ammunition, explosives, illegal drugs, alcohol or unauthorized personal electronic equipment. Searches may be conducted upon leaving CBFO facilities to prevent the unauthorized removal of government property.

If contract personnel have job-related needs to bring prohibited articles on site, approval must be obtained from the WIPP security management prior to introducing the item.

Picture Badges and GFE/GFP Property:

The picture badges and the building access key cards are the property of the U.S. Department of Energy. Contractor personnel shall maintain and display

their badges in accordance with WIPP policies and procedures. Failure to comply with DOE security requirements, WIPP security policies or WIPP access requirements will result in confiscation of a contractor's badge by WIPP Security and denial of access to CBFO facilities.

Contractor is responsible for all CBFO issued picture badges and entry key cards for all of their employees and subcontractors who have access to CBFO facilities. The Contractor will provide to DOE a listing of all employees and subcontractors who need access. This listing will be provided to and approved by DOE Contract Officer who will present the listing to WIPP Security prior to employees or subcontractors gaining access to the WIPP site. The listing will contain the company name, name of the employee(s), and date of successful completion of the required background check.

WIPP Security reserves the right to collect picture badges on a daily basis from those contractor employees and subcontractors who demonstrate inability to adhere to adequately control security badge(s).

Prior to final payment, all picture badges, Government Furnished Equipment, or Government Furnished Property shall be returned and accounted for. DOE reserves the right to withhold final payment pending adequate disposition of picture badges and property.

The contractor shall immediately report, within 24 hours, to WIPP Security any lost or misplaced picture badge or building access key card.

Computer Security

System access

Access to CBFO computer systems, email and network is established by issuing a WIPPNet account. An account will only be granted to employees and subcontractors that have a successfully completed background check and have read and signed a CBFO Computer User Rules of Behavior form.

Contractor is responsible for maintaining signed copies of Computer User Rules of Behavior forms for all employees and Subcontractors.

Compliance

Contractor shall comply with DOE Order 205.1A, Cyber Security Management. Contractor will consult with CBFO Information System Security Manager and CBFO Information System Security Officer for requests for approvals, in accordance with WIPP Computer Security policies and procedures.

7. Packaging

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Reports deliverable under this task order shall generally be transmitted via electronic format and an original copy that is either hand-delivered to the CBFO mailroom or mailed by use of first-class mail, unless the urgency of the deliverable sufficiently justifies the use of a commercially-available overnight mail service. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this task order without the advance approval of the CO.

8. Marking

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - 1. Identifies the task order by number under which the item is being delivered.
 - 2. Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
 - 3. Indicates whether the Contractor considers the delivered item to be a partial delivery or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the CO, a copy of the transmittal letter accompanying the document required in (a) above shall be simultaneously provided to the CO.

9. Term of Task order

The base period of this Task Order will be three years from date of award. All work under this Task Order, including submission of all required reports, shall be completed within 30 days after the end date of the period of performance. At the Government's unilateral option, this Task Order may be extended through exercise of a two-year option period for a total performance period of 60 months.

Base Period: 0 through 36 months after date of award
Option 1: 37 through 60 months after date of award

10. Principal Place(s) of Performance

The principal place of performance shall be the Skeen Whitlock Building (Carlsbad, New Mexico). Work activities may require travel to the WIPP Site approximately 30 miles from Carlsbad and any other facilities, as directed by the Contracting Officer, which are owned, leased, or otherwise under the control of the U.S. Department of Energy. The contractor will need to support personnel working at multiple locations throughout the DOE complex simultaneously. The CO may identify other locations in work requests if needed, where work may be performed.

11. Task Order Administration

The task order will be administered by:

U.S. Department of Energy
Carlsbad Field Office
P.O. Box 3090
Carlsbad, NM 88220

Contracting Officer: Vicki Diane Snow
Phone: (575)234-7452 Fax (575)234-7019
Email: Diane.Snow@wipp.ws

Contracting Officer's Representative (COR): Oba Vincent
Phone: (575)234-7525
Email: Oba.Vincent@wipp.ws

12. Task Order Technical Monitor (TM)

TMs may be designated by separate letters by the COR. The TM assists the COR in the scope of oversight of the contractor's work duties. The TM is not authorized to change any terms and conditions of the task order. Changes may be made only by properly written modification(s) to the task order issued by the CO.

13. Interface With Other DOE Contractors

- (a) The parties recognize that DOE has entered into contracts with different prime contractors for the management and operation of DOE facilities. The Contractor hereby agrees that while it is performing work, it shall comply with applicable Federal, state and local laws, regulations, DOE orders and directions, and with the standards and procedures of the DOE contractors performing on the sites with respect to health, safety, environmental, QA, and safeguard and security matters. The Contractor acknowledges that the performance by the DOE contractors performing on the sites is not intended to and does not reduce the Contractor's obligations, responsibilities, and/or accountability to DOE or any regulatory agency, including judicial body, responsible for audit, licensing, permitting, or other administrative review or adjudication capacity.
- (b) The CTAC Contractor agrees to cooperate fully and in good faith with DOE and its other contractors to perform its contractual obligations, including providing support in the evaluation of the DOE contractors' programs, procedures, systems, processes, and policies regarding health and safety, housekeeping, environmental requirements, radiation protection, security, QA, industrial hygiene, criticality safety, and related operations. In providing support for performing such evaluations, the CTAC Contractor agrees it will permit access by the DOE contractor(s) to documents relating to the foregoing which pertains to the individual DOE contractor, including but not limited to policies; procedures; operating instructions; manuals; training programs; qualification of employees consistent with the Privacy

Act; QA program; accident reports; insurance reports and claim files; and reports whether generated by the Contractor, subcontractor, prospective subcontractors, or a third party relating to such matters.

- (c) The Contractor acknowledges that the contracts that govern the work performed by other DOE site contractor(s) authorize them to, under specified circumstances, suspend work of the Contractor or deny the Contractor access to the Government's facilities. The Contractor agrees to comply with any such DOE site contractors' direction and notify the CO and COR immediately thereafter.
- (d) The Contractor agrees to include in all subcontracts that may include on-site work under this task order, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.

14. Correspondence Procedures

All correspondence submitted by the Contractor (except for invoices and reports) shall be submitted in electronic format as well as hard copy and shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this task order (including correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this task order) shall be addressed to the DOE COR and appropriate TM, with an information copy of the correspondence to the DOE CO, unless advised otherwise.
- (b) Non-technical Administrative Correspondence. All other correspondence shall be addressed to the designated DOE CO, with an information copy of the correspondence to the DOE COR.
- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the task order number and appropriate task order number, as illustrated below:
"SUBJECT: Task Order No. DE-DT0001674 (Insert subject topic after order number (e.g., "Request for Change in Work Hours"))".

15. Submission of Vouchers/Invoices

- (a) The Contractor shall submit invoices in accordance with the FAR 52.212-4, Alternate I. Invoices may be submitted twice a month.
- (b) The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, as a minimum, a breakout by cost or price element for each functional area of the SOW for all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order. The statement of cost shall also include: names of the individuals, hours worked, and specific task associated with the billing. Any charges for travel must include the

destination, employee who incurred the cost, and a brief statement explaining the purpose of the travel along with a copy of the receipts. Any charges for other direct costs shall be explained fully and supported by receipts. The statement of cost must include a certification statement signed by a responsible official of the Contractor.

- (c) The contractor may invoice costs for both Recovery Act work and other work in the same invoice. However, the contractor shall separately identify costs in its invoices that pertain to Recovery Act work. Recovery Act costs shall also be segregated in the invoice so as to identify those costs associated with each applicable appropriation at the Recovery Act Program and project values level of the accounting and appropriations data. The contractor shall certify in each invoice that the costs included in the invoice for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the SOW. Other existing provisions applicable to invoice submissions are applicable to Recovery Act invoices.
- (d) The Contractor shall submit the invoice in one of the following methods to the addressees prescribed below:
 1. The preferred method is submitting invoices to the Payment Office electronically to the Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <http://finweb.oro.doe.gov>
 2. Or original invoices may be mailed to the Payment Office at the address below with copies mailed to the Contracting Officer and Contracting Officer's Representative as the following addresses:

Original to:
U.S. Department of Energy
Oak Ridge Financial Service Center
P. O. Box 5777
Oak Ridge, TX 37831

One copy to:
U.S. Department of Energy
Carlsbad Field Office
Attn: Contracting Officer
P.O. Box 3090
Carlsbad, NM 88221
Email at: Diane.Snow@wipp.ws

One copy to:
U.S. Department of Energy
Carlsbad Field Office
Attn: Contracting Officer's Representative
P.O. Box 3090
Carlsbad, NM 88221

Email at: Oba.Vincent@wipp.ws

Each invoice submitted shall include the following:

- Task order Number
- Contractor Name
- Date of Invoice
- Invoice Number
- Total Amount of Invoice
- Period Covered or Items Delivered
- Cumulative Amount Invoiced to Date

Inquiries regarding the status of an invoice should be directed to the Oak Ridge Financial Center at (888) 251-3557, orfscmail@oro.doe.gov, web site: https://orfsc.oro.doe.gov/payment_services/contactsl.htm, or by contacting the Contracting Officer, Vicki Diane Snow @Diane.Snow@wipp.ws.

16. Government-Furnished Property (GFP)

The contractor's employees will be furnished with office spaces, utilities (including telephone service, faxing capabilities, internet services, and network services), equipment (including computers, monitors, telephones, printers, fax machines, and copiers), furniture and software at the Skeen-Whitlock Building located at 4021 National Parks Highway, Carlsbad, NM 88220. The contractor's computers will be connected to the CBFO's computer network. Any purchases for replacement of equipment or other government furnished property, or non-standard software programs must be approved by the CBFO CO prior to purchase as a material cost under the task order. Government-furnished property associated with the Performance Demonstration Program under SOW Section 2.5 will be provided including SUMMA® canisters for the Headspace Gas PDP and matrix drum and box parts for the NDA PDP. In addition the PDP NDA sources, drums, and boxes loaned to various sites are tracked under this contract. Blackberry-type devices may be purchased by the contractor after a justification is approved by the CBFO Contracting Officer. Approved purchases will include the monthly maintenance fee as well as the cost of the device and a port license to permit receipt of e-mail from the WIPPnet.

The contractor shall be responsible to manage all government furnished property in accordance with requirements in FAR 52.245-1 Government Property.

Government vehicles and transportation between the CBFO and the WIPP Site are not provided to the contractor by the government. The contractor is responsible to provide transportation for its employees.

17. Modification Authority

Notwithstanding any of the other clauses of this task order, the CO shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this task order, or
- (c) Modify any term or condition of this task order.

18. Confidentiality of Information

- (a) To the extent that the work under this task order 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 agrees not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:
 - 1. Information which, at the time of receipt by the Contractor, is in public domain;
 - 2. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - 3. Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - 4. Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the CO, of each employee permitted access, whereby the employee agrees that he 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 task order.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this task order, and to supply a copy of such agreement to the CO.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all appropriate subcontracts.

19. Quality Assurance Program

In the conduct of the work performed under this task order, the Contractor agrees to comply with the CBFO quality assurance program, and work under the direction of and

perform work in accordance with DOE CBFO procedures. Any subcontracts in support of this work shall require subcontractors to comply with the DOE CBFO quality assurance program.

20. Key Personnel

The personnel listed below are considered essential to the work being performed under this task order. Prior to removing, replacing, or diverting any of the listed or specified personnel, the Contractor shall notify the CO reasonably in advance (not less than thirty (30) days) and submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this task order. No diversion shall be made by the contractor without the written consent of the CO. Whenever, for any reason, one or more of the following employees is unavailable for assignment for work under this task order, the contractor shall, with the approval of the CO, replace such employee with an employee of substantially equal abilities and qualifications with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce. This clause may be amended from time to time during the course of the task order to either add or delete personnel, as appropriate.

NAME	TITLE
Exemption 6	Senior Manager
Exemption 6	Audit and Assessment Manager
Exemption 6	Environmental Oversight Manager
Exemption 6	Safety Oversight Manager
Exemption 6	Performance Demonstration Program Manager

21. Contractor Identification while on a DOE Installation

On-site contractor personnel working within Government facilities on a continuous basis, part-time or full-time, must be recognizable as contractors while in government facilities. This shall be accomplished by wearing of appropriate identification badges (to be issued by CBFO) as applicable by site location. Additionally, contractor personnel whose duties include answering telephones at Government work sites shall identify themselves as contractor employees.

22. Contractor Employee Training

- (a) Contractor's Responsibility: The contractor shall provide fully qualified and trained personnel from its own resources to support CBFO requirements. The contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging and proven technologies applicable to the work to be performed under the task order.
- (b) Mandatory Training: The contractor shall ensure that all employees attend DOE-provided security and/or safety training, as directed by the DOE COR or site Safety Officer or representative (usually within 30 days of the first date of performance on this task order and at least once annually thereafter). The

Contractor shall ensure that every employee is instructed to safely and competently perform the work.

23. Green Purchasing Under DOE Service Contracts

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, 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 Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

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

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of 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. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

24. Special Terms and Conditions – Acquisition (related to American Recovery and Reinvestment Act of 2009)

Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Apr 2009)

Preamble:

Work performed under this contract may be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or

with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

For contractors currently using drawdown on a letter of credit, the current procedure remains in effect and is used for ARRA activity in lieu of invoicing.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm> .

E. Publication

Information about this contract will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.201-11 American Recovery and Reinvestment Act – Reporting Requirements.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

25. Nondisplacement of Qualified Workers

In accordance with Executive Order 13495, Section 5, Nondisplacement of Qualified Workers, the following requirement is incorporated into the Task Order.

- (a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory 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 employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of 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. Except as provided in paragraph (b) 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. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

- (b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.
- (c) In accordance with Federal Acquisition Regulation 52.222-41(n), the 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. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.
- (d) 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, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that 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 enter into such litigation to protect the interests of the United States.

26. Travel Costs

Travel costs will be reimbursed in accordance with the rates approved in the Federal Travel Regulations for per diem and mileage.

ATTACHMENT 2

CLAUSES

1. FAR 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 within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 66 months.

2. DEAR 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.

3. Reserved.

4. Reserved.

5. Reserved.

6. DEAR 952.204-75 Public Affairs (DEC 2000)

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.

(d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.

(e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.

(f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.

(g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

7. DEAR 952.204-77 Computer Security (AUG 2006)

(a) Definitions.

(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

(b) Access to DOE computers. A contractor shall not allow an individual to have access to information on a DOE computer unless:

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer, and,

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

8. DEAR 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).

9. DEAR 952.209-72 Organization 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 (Contracting Officer see 48 CFR 909.507-2 and enter specific term) three 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.

(End of clause)

Alternate I

In accordance with 909.507-2 and 970.0905, include the following alternate in the specified types of contracts.

(f) Subcontracts.

(1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

(End of alternate)

**10. DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records
(APR 1984)**

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery

11. DEAR 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."

12. DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)

(a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B

and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

13. DEAR 970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000)

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

(1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.

- (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
- (1) Define the scope of work;
 - (2) Identify and analyze hazards associated with the work;
 - (3) Develop and implement hazard controls;
 - (4) Perform work within controls; and
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall

cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

14. DEAR 970.5223-2 Affirmative Procurement Program. (MAR 2003)

(a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13101 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.

(b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.

(c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.

(d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a

subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management Contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management Contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management Contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management Contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties

(e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

15. DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2000)

(a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts. (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.

(2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

16. Listing of Task Order Clauses Incorporated by Reference

In addition to the clauses of the GSA Schedule contract, the following contract clauses also apply and are hereby incorporated by reference.

Number	Date	Title
52.202-1	JUL 2004	Definitions (As modified by DEAR 952.202-1)
52.203-15	MAR 2009	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.204-11	MAR 2009	American Recovery and Reinvestment Act – Reporting Requirements
52.212-4	MAR 2009	Contract Terms and Conditions – Commercial Items, Alt. I (OCT 2008) (used for Time & Materials contract)
52.216-31	FEB 2007	Time-and-Materials/Labor-Hour Proposal Requirements – Commercial Item Acquisition
52.217-5	JUL 1990	Evaluation of Options
52.219.14	DEC 1996	Limitations on Subcontracting
52.222-54	JAN 2009	Employment Eligibility Verification
52.223-2	DEC 2007	Affirmative Procurement of Biobased Products Under Service and Construction Contracts
52.223-15	DEC 2007	Energy Efficiency in Energy-Consuming Products
52.223-17 in	MAY 2008	Affirmative Procurement of EPA-designated Items Service and Construction Contracts
52.232-22	APR 1984	Limitation of Funds
52.237-3	JAN 1991	Continuity of Services
52.243-3	SEP 2000	Changes - Time-and-Materials or Labor-Hours
52.243-6	APR 1984	Change Order Accounting (APR 1984)
52.245.1	JUN 2007	Government Property
52.245-9	JUN 2007	Use and Charges

ATTACHMENT 3 PRICING SCHEDULE

1. Pricing Schedules

BASE PERIOD

TERM: 36 MONTHS BEGINNING ON THE DATE OF AWARD

BASE PERIOD: YEAR 1 July 2, 2010– July 1, 2011

Labor Categories	FTEs	Est. DPLH	Loaded Hourly Rate	Extended Price NTE	O.T. Rate*
Senior Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Audit and Assessment Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Environmental Oversight Manager	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Safety Manager	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Performance Demonstration Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Lead QA Auditors	7	Exemption 4	Exemption 4	Exemption 4	N/A
QA Auditors	3.33	Exemption 4	Exemption 4	Exemption 4	N/A
QA Senior Technical Experts	5.5	Exemption 4	Exemption 4	Exemption 4	N/A
QA Technical Experts	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Safety/Emergency Management Subject Matter Expert	1.5	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Operations Subject Matter Expert	0.75	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Safety Analyst	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
egulatory Compliance Specialist	1	Exemption 4	Exemption 4	Exemption 4	N/A
Env/Reg Compliance Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Scientist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer III/IV	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Scientist/Engineer – Level IV/V	1.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Specialist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Int'l Programs Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
Science Program Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
ARRA Engineer	1	1,860	\$54.06	\$100,554	N/A
ARRA Scientist	1.5	2,790	\$54.06	\$150,831	N/A
Operations Technical Subject Matter Expert	0.25	Exemption 4	Exemption 4	Exemption 4	N/A

Administrative Assistant	4	Exemption 4	Exemption 4	Exemption 4	N/A
Business Specialist	4	Exemption 4	Exemption 4	Exemption 4	N/A
Technical or Functional Subject Material Expert	0	Exemption 4	Exemption 4	Exemption 4	N/A
Technical Writer/Editor	1.75	Exemption 4	Exemption 4	Exemption 4	N/A
Materials (i.e. travel, subcontracts, relocation costs, New Mexico gross receipts taxes)				Exemption 4	
Total	40.2	Exemption 4	Exemption 4	Exemption 4	

***For purposes of pricing this task order, no overtime hours are estimated; however, an overtime rate is established in the task order for each labor category that is considered non-exempt. All overtime must be approved in writing by the CO in advance of the overtime being performed.**

**** Materials will be reimbursed on an actual cost basis. All costs for materials shall be approved in advanced by the CO.**

BASE PERIOD: YEAR 2 – July 2, 2011 – July 1, 2012

Labor Categories	FTEs	Est. DPLH	Loaded Hourly Rate	Extended Price NTE	O.T. Rate*
Senior Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Audit and Assessment Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Environmental Oversight Manager	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Safety Manager	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Performance Demonstration Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Lead QA Auditors	7	Exemption 4	Exemption 4	Exemption 4	N/A
QA Auditors	3.33	Exemption 4	Exemption 4	Exemption 4	N/A
QA Senior Technical Experts	5.5	Exemption 4	Exemption 4	Exemption 4	N/A
QA Technical Experts	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Safety/Emergency Management Subject Matter Expert	1.5	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Operations Subject Matter Expert	0.75	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Safety Analyst	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
Regulatory Compliance Specialist	1	Exemption 4	Exemption 4	Exemption 4	N/A
Env/Reg Compliance Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Scientist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer III/IV	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Scientist/Engineer – Level IV/V	1.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Specialist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Int'l Programs Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
Science Program Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
ARRA Engineer	0	0	\$55.72	\$0	N/A

ARRA Scientist	0	0	\$55.72	\$0	N/A
Operations Technical Subject Matter Expert	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
Administrative Assistant	4	Exemption 4	Exemption 4	Exemption 4	N/A
Business Specialists	4	Exemption 4	Exemption 4	Exemption 4	N/A
Technical or Functional Subject Matter Expert	0	Exemption 4	Exemption 4	Exemption 4	N/A
Technical Writer/Editor	1.75	Exemption 4	Exemption 4	Exemption 4	N/A
Materials (i.e. travel, subcontracts, relocation costs, New Mexico gross receipts taxes)				Exemption 4	
Total	37.5	Exemption 4		Exemption 4	

* For purposes of pricing this task order, no overtime hours are estimated; however, an overtime rate is established in the task order for each labor category that is considered non-exempt. All overtime must be approved in writing by the CO in advance of the overtime being performed.

** Materials will be reimbursed on an actual cost basis. All costs for materials shall be approved in advanced by the CO.

BASE PERIOD: YEAR 3 – July 2, 2012 – July 1, 2013

Labor Categories	FTEs	Est. DPLH	Loaded Hourly Rate	Extended Price NTE	O.T. Rate*
Senior Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Audit and Assessment Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Environmental Oversight Manager	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Safety Manager	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Performance Demonstration Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Lead QA Auditors	7	Exemption 4	Exemption 4	Exemption 4	N/A
QA Auditors	3.33	Exemption 4	Exemption 4	Exemption 4	N/A
QA Senior Technical Experts	5.5	Exemption 4	Exemption 4	Exemption 4	N/A
QA Technical Experts	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Safety/Emergency Management Subject Matter Expert	1.5	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Operations Subject Matter Expert	0.75	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Safety Analyst	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
Regulatory Compliance Specialist	1	Exemption 4	Exemption 4	Exemption 4	N/A
Env/Reg Compliance Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Scientist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer III/IV	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Scientist/Engineer – Level IV/V	1.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Specialist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Int'l Programs Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
Science Program Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
ARRA Engineer	0	0	\$57.21	\$0	N/A
ARRA Scientist	0	0	\$57.21	\$0	N/A
Operations Technical Subject Matter Expert	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
Administrative Assistant	4	Exemption 4	Exemption 4	Exemption 4	N/A
Business Specialist	4	Exemption 4	Exemption 4	Exemption 4	N/A

Technical or Functional Subject Matter Expert	0	Exemption 4	Exemption 4	Exemption 4	N/A
Technical Writer/Editor	1.75	Exemption 4	Exemption 4	Exemption 4	N/A
Materials (i.e. travel, subcontracts, relocation costs, New Mexico gross receipts taxes)				Exemption 4	
Total	37.5	Exemption 4		Exemption 4	

* For purposes of pricing this task order, no overtime hours are estimated; however, an overtime rate is established in the task order for each labor category that is considered non-exempt. All overtime must be approved in writing by the CO in advance of the overtime being performed.

** Materials will be reimbursed on an actual cost basis. All costs for materials shall be approved in advanced by the CO.

OPTION PERIOD:

OPTION 1: YEAR 4 – July 2, 2013 – July 1, 2014

Labor Categories	FTEs	Est. DPLH	Loaded Hourly Rate	Extended Price NTE	O.T. Rate*
Senior Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Audit and Assessment Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Environmental Oversight Manager	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Safety Manager	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Performance Demonstration Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Lead QA Auditors	7	Exemption 4	Exemption 4	Exemption 4	N/A
QA Auditors	3.33	Exemption 4	Exemption 4	Exemption 4	N/A
QA Senior Technical Experts	5.5	Exemption 4	Exemption 4	Exemption 4	N/A
QA Technical Experts	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Safety/Emergency Management Subject Matter Expert	1.5	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Operations Subject Matter Expert	0.75	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Safety Analyst	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
Regulatory Compliance Specialist	1	Exemption 4	Exemption 4	Exemption 4	N/A
Env/Reg Compliance Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Scientist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer III/IV	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Scientist/Engineer – Level IV/V	1.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Specialist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Int'l Programs Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
Science Program Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
ARRA Engineer	0	0	\$58.68	\$0	N/A
ARRA Scientist	0	0	\$58.68	\$0	N/A
Operations Technical Subject Matter Expert	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
Administrative Assistant	4	Exemption 4	Exemption 4	Exemption 4	N/A
Business Specialist	4	Exemption 4	Exemption 4	Exemption 4	N/A

Technical or Functional Subject Matter Expert	0	Exemption 4	Exemption 4	Exemption 4	N/A
Technical Writer/Editor	1.75	Exemption 4	Exemption 4	Exemption 4	N/A
Materials (i.e. travel, subcontracts, relocation costs, New Mexico gross receipts taxes)				Exemption 4	
Total	37.5	Exemption 4		Exemption 4	

* For purposes of pricing this task order, no overtime hours are estimated; however, an overtime rate is established in the task order for each labor category that is considered non-exempt. All overtime must be approved in writing by the CO in advance of the overtime being performed.

** Materials will be reimbursed on an actual cost basis. All costs for materials shall be approved in advanced by the CO.

OPTION 1: YEAR 5 – July 2, 2014 – July 1, 2015

Labor Categories	FTEs	Est. DPLH	Loaded Hourly Rate	Extended Price NTE	O.T. Rate*
Senior Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Audit and Assessment Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Environmental Oversight Manager	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Safety Manager	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Performance Demonstration Manager	1	Exemption 4	Exemption 4	Exemption 4	N/A
Lead QA Auditors	7	Exemption 4	Exemption 4	Exemption 4	N/A
QA Auditors	3.33	Exemption 4	Exemption 4	Exemption 4	N/A
QA Senior Technical Experts	5.5	Exemption 4	Exemption 4	Exemption 4	N/A
QA Technical Experts	0.67	Exemption 4	Exemption 4	Exemption 4	N/A
Safety/Emergency Management Subject Matter Expert	1.5	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Operations Subject Matter Expert	0.75	Exemption 4	Exemption 4	Exemption 4	N/A
Nuclear Safety Analyst	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
Regulatory Compliance Specialist	1	Exemption 4	Exemption 4	Exemption 4	N/A
Env/Reg Compliance Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer	0.15	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Scientist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
NTP Engineer III/IV	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Scientist/Engineer – Level IV/V	1.25	Exemption 4	Exemption 4	Exemption 4	N/A
PDP Specialist	0.33	Exemption 4	Exemption 4	Exemption 4	N/A
Int'l Programs Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
Science Program Scientist – Level 6	0.5	Exemption 4	Exemption 4	Exemption 4	N/A
ARRA Engineer	0	0	\$60.15	\$0	N/A
ARRA Scientist	0	0	\$60.15	\$0	N/A
Operations Technical Subject Matter Expert	0.25	Exemption 4	Exemption 4	Exemption 4	N/A
Administrative Assistant	4	Exemption 4	Exemption 4	Exemption 4	N/A
Business Specialist	4	Exemption 4	Exemption 4	Exemption 4	N/A
Technical or Functional Subject Matter Expert	0	Exemption 4	Exemption 4	Exemption 4	N/A

Technical Writer/Editor	1.75	Exemption 4	Exemption 4	Exemption 4	N/A
Materials (i.e. travel, subcontracts, relocation costs, New Mexico gross receipts taxes)				Exemption 4	
Total	37.5	Exemption 4		Exemption 4	

* For purposes of pricing this task order, no overtime hours are estimated; however, an overtime rate is established in the task order for each labor category that is considered non-exempt. All overtime must be approved in writing by the CO in advance of the overtime being performed.

** Materials will be reimbursed on an actual cost basis. All costs for materials shall be approved in advanced by the CO.

2. LABOR HOURS

Following are the labor categories and hours anticipated to be used under the task order. However, hours and/or labor categories in the work requests may vary. Estimated hours in Year 1 are greater than Years 2 – 5 for work that may be funded under Recovery Act funding. Should the Recovery Act funding not be available, the estimated hours for Year 1 will be the same as Years 2-5.

Labor Categories (Example)	FTEs					Labor Hours				
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
Senior Manager	1	1	1	1	1	Exemption 4				
Audit & Assessment Manager	1	1	1	1	1	Exemption 4				
Environmental Oversight Manager	0.33	0.33	0.33	0.33	0.33	Exemption 4				
Safety Manager	.67	.67	.67	.67	.67	Exemption 4				
PDP Manager	1	1	1	1	1	Exemption 4				
Lead QA Auditor	7	7	7	7	7	Exemption 4				
QA Auditor	3.33	3.33	3.33	3.33	3.33	Exemption 4				
QA Senior Technical Expert	5.5	5.5	5.5	5.5	5.5	Exemption 4				
QA Technical Expert	0.67	0.67	0.67	0.67	0.67	Exemption 4				
Safety/Emergency Management Subject Matter Expert	1.5	1.5	1.5	1.5	1.5	Exemption 4				
Nuclear Operations Subject Matter Expert	0.75	0.75	0.75	0.75	0.75	Exemption 4				
Nuclear Safety Analyst	0.25	0.25	0.25	0.25	0.25	Exemption 4				
Regulatory Compliance Specialist	1	1	1	1	1	Exemption 4				
Engineer for Env./Reg. Compliance (Engineer VI)	0.15	0.15	0.15	0.15	0.15	Exemption 4				
NTP Engineer (Engineer VI)	0.15	0.15	0.15	0.15	0.15	Exemption 4				
NTP Scientist (Engineer V)	0.33	0.33	0.33	0.33	0.33	Exemption 4				
NTP Engineer (Engineer IV)	0.25	0.25	0.25	0.25	0.25	Exemption 4				
PDP Scientist/Engineer (Engineer V)	1.25	1.25	1.25	1.25	1.25	Exemption 4				
PDP Specialist	0.33	0.33	0.33	0.33	0.33	Exemption 4				
Int'l Programs Scientist (Scientist VI)	0.5	0.5	0.5	0.5	0.5	Exemption 4				

Science Program Scientist (Scientist VI)	0.5	0.5	0.5	0.5	0.5	Exemption 4				
ARRA Engineer	1	0	0	0	0	1,860	0	0	0	0
ARRA Scientist	1.5	0	0	0	0	2,790	0	0	0	0
Operations Technical Subject Matter Expert	0.25	0.25	0.25	0.25	0.25	Exemption 4				
Administrative Assistant I	4	4	4	4	4	Exemption 4	Exemption 4	Exemption 4	Exemption 4	Exemption 4
Business Specialist IV	4.0	4	4	4	4	Exemption 4	Exemption 4	Exemption 4	Exemption 4	Exemption 4
Technical Writer/Editor –	1.75	1.75	1.75	1.75	1.75	Exemption 4				
Total	40	37.5	37.5	37.5	37.5	Exemption 4				

3. MINIMUM LABOR QUALIFICATIONS

KEY POSITIONS

The following positions are identified as Key Personnel under this requirement. The minimum position qualifications for these positions are as follows:

- Senior Manager– Bachelor of science degree in engineering or science or professional degree (as approved by the contracting officer) and ten years of commercial or government-related experience involving regulatory oversight, quality assurance auditing and assessments for certification activities, safety oversight, and environmental compliance activities. Experience in managing a project of similar size and complexity to this task order. Working knowledge of the technical areas discussed in the SOW.
- Audit and Assessment Manager- Either a bachelor of science degree with three years’ management experience or meets the requirements of a Lead Quality Assurance Auditor (see minimum requirements under non-key positions) with five years’ management experience.
- Safety Manager- Ten years direct experience as a recognized technical expert in the combined areas of mining and industrial safety. Comprehensive expert working knowledge of safety basis development and maintenance per 10 CFR 830, Subpart B and DOE-STD-5506, industrial safety programs per 10 CFR 851, radiological safety, monitoring and protection practices including engineering per 10 CFR 835. Comprehensive working knowledge of nuclear safety requirements for an operating, non-reactor nuclear facility. Experience in Integrated Safety Management Systems combined with experience performing audits, surveillances, and other assessments. Assumed part-time, and may be combined with another position.
- Environmental Oversight Manager– Bachelor of science degree in physical science or engineering with ten years direct experience in RCRA compliance supporting an environmentally regulated entity. Demonstrated experience in maintaining compliance with environmental regulations and negotiating with (or on behalf of) environmental regulators.

Environmental audit or assessment experience. Assumed part-time, and may be combined with another position.

- Performance Demonstration Program Manager- Bachelor of science degree with graduate work and at least five years laboratory experience with the equipment and methods used for the particular type of analysis described in the SOW. Note: This function shall be kept independent of the audit function, but may be combined with other subtasks under this task order.

Non-Key Positions

The following positions are identified as Non-Key Personnel under this requirement. The minimum position qualifications for these positions are as follows:

- Lead Quality Assurance Auditor- These individuals shall possess a comprehensive knowledge of ASME NQA-1-1989, DOE Order 414.1, and 10 CFR 830.120. These individuals shall also within 60 days after award possess sufficient knowledge of DOE CBFO Program Documents (QAPD, Waste Acceptance Plan (WAP), Waste Acceptance Criteria (WAC), and TRU Packaging II Methods of Payload Control (TRAMPAC) to successfully assess assigned activities during an audit. Within 60 days after award, these individuals must also be certifiable as a CBFO Lead Quality Assurance Auditor under the CBFO auditor certification program that meets the requirements of the nuclear industry standard ASME NQA-1-1989. These individuals shall also possess expert knowledge of quality assurance processes and sufficient experience with such processes to perform audits and other assessments within a nuclear facility environment. These individuals shall possess experience with and an expert knowledge of corrective action processes sufficient to properly identify problems, assess corrective action plans, and verify closure and effectiveness of corrective actions. Individuals shall possess a combination of education and experience of sufficient level to meet the minimum Lead Auditor qualification points for certification specified in the nuclear industry standard ASME NQA-1-1989 Appendix 2A-3.
- Quality Assurance Auditor - These individuals shall possess a comprehensive knowledge of ASME NQA-1-1989, DOE Order 414.1, and 10 CFR 830.120. These individuals shall also within 60 days after award possess knowledge of DOE CBFO Program Documents (QAPD, WAP, WAC, and TRAMPAC) sufficient to successfully assess assigned activities during an audit. These individuals shall have sufficient training and/or experience to perform ASME NQA-1-1989-based audits and possess experience with and a working knowledge of corrective action processes sufficient to properly identify problems, assess corrective action plans, and verify closure and effectiveness of corrective actions. It is preferred that these individuals possess a minimum of 5 years technical experience with at least 3 of those years with an ASME NQA-1-based quality assurance program. Individual must demonstrate ability to communicate well in writing and orally.
- Quality Assurance Senior Technical Expert - These individuals shall possess a comprehensive expert-level knowledge of technical disciplines associated with nuclear facilities, transportation, waste characterization processes, hazardous materials, engineering, chemistry,

industrial safety, nuclear safety, physical science or other similar disciplines, and the regulations associated with the discipline the individual is deemed to be an expert in. These individuals shall have a minimum of a master of science degree in physical science or engineering and a minimum of 10 years of hands-on technical experience in hazardous or nuclear waste generation or waste management, or as a RCRA regulator or facility expert, or in a technical discipline associated with the operation of a nuclear facility or laboratory and must have experience in assessing the effectiveness of activities associated with waste characterization, transportation, disposal, and storage.

- Quality Assurance Technical Expert - These individuals shall possess a comprehensive knowledge of technical disciplines associated with nuclear facilities, transportation, waste characterization processes, hazardous materials, engineering, chemistry, industrial safety, nuclear safety, physical science or other similar disciplines, and the regulations associated with the discipline the individual is deemed to be an expert in. These individuals shall have a minimum of a bachelor of science degree in physical science or engineering and a minimum of 5 years of hands-on technical experience in hazardous or nuclear waste generation or waste management, or as a RCRA regulator or facility expert, or in a technical discipline associated with the operation of a nuclear facility or laboratory and must have experience in assessing the effectiveness of activities associated with waste characterization, transportation, disposal, and storage.

- Safety/Emergency Management Subject Matter Expert –These individuals shall possess a working knowledge of emergency preparedness per DOE Orders, and/or a knowledge of nuclear safety/nuclear operations. Educational requirements include a minimum of a bachelor of science in safety or industrial hygiene or fire protection with a graduate level preferred. Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CHI) credentials required.

- Nuclear Operations Subject Matter Expert - These individuals shall possess an expert working level knowledge of safety basis implementation including hazards identification and analysis, modification impacts to the safety basis, with working level knowledge of general plant design and system design descriptions and related configuration management areas. These individuals are experienced in nuclear operations of both reactor and non-reactor Category I, II and III facilities and radiological facility operations. A minimum of 10 years experience OR five years experience coupled with a bachelor of science degree in a science or engineering discipline.

- Nuclear Safety Analyst - These individuals shall possess an expert working level knowledge of safety basis analysis, hazards assessments and analysis, modification impacts to the safety basis, with working level knowledge of MACCS2, GXQ, MCNP, CFAS modeling capabilities. These individuals are experienced in nuclear operations of both reactor and non-reactor Category I, II and III facilities and radiological facility operations. A minimum of a bachelor of science degree in a science or engineering discipline and a minimum of 5 years' direct experience is required.

- Regulatory Compliance Specialist – While not all individuals require experience in all areas, collectively these individuals shall possess knowledge of the RCRA, CWA, CAA regulations,

waste characterization methods, the Atomic Energy Act, and the requirements that must be met to manage mixed waste characterization, transportation, disposal, and management of a mixed waste disposal facility. These individuals shall possess sufficient knowledge of environmental regulations to identify potential problems and issues and understand how they might impact waste management. The individuals shall have a minimum of a bachelor of science degree in physical science or engineering and shall have a minimum of 5 years' direct experience in environmental compliance of which at least three years entailed being either an environmental regulator or environmentally regulated entity. Collectively, these individuals shall have corrective action experience (as a regulator or regulated entity), environmental audit or assessment experience, and natural resource management experience. It is desired that these individuals be a Certified Hazardous Material Manager (CHMM), Registered Environmental Manager (REM), or Registered Environmental Professional (REP) certified professionals.

- Regulatory Compliance Specialist- While not all individuals require experience in all areas, collectively these individuals shall possess knowledge of the RCRA, CWA, CAA regulations, waste characterization methods, the Atomic Energy Act, and the requirements that must be met to manage mixed waste characterization, transportation, disposal, and management of a mixed waste disposal facility. These individuals shall possess sufficient knowledge of environmental regulations to identify potential problems and issues and understand how they might impact waste management. The individuals shall have a minimum of a bachelor of science degree in physical science or engineering and shall have a minimum of 10 years' direct experience in environmental compliance of which at least three years entailed being either an environmental regulator or environmentally regulated entity. Collectively, these individuals shall have corrective action experience (as a regulator or regulated entity), environmental audit or assessment experience, and natural resource management experience. It is desired that these individuals be a Certified Hazardous Material Manager (CHMM), Registered Environmental Manager (REM), or Registered Environmental Professional (REP) certified professionals.

- NTP/ARRA Engineer (Engineer VI) - Individuals performing this work will have at least ten years of direct relevant experience, and successful completion of a full 4-year course of study in an accredited college or university leading to a bachelors of science or higher degree that included a major field of study. A substitute for the educational requirement can include 3 additional years of direct relevant experience and at least two years of specific course work relevant to characterization of hazardous and/or radioactive materials. In addition, personnel must have specialized experience that includes: demonstrated knowledge and/or experience in the areas of nondestructive examination, management of mixed radioactive material and/or waste, characterization of mixed radioactive waste to meet transportation requirements, the WIPP hazardous waste facility permit, and WIPP waste acceptance requirements. Experience performing field inspections and/or investigations and preparing reports relating to process knowledge, acceptable knowledge, waste stream definition, prohibited items, waste stream approval process subject to RCRA and EPA requirements defined in 40 CFR §§194.08, 194.22, and 194.24.

- NTP/ARRA Scientist/Engineer (Engineer V) – Individuals providing support will have at least five years of direct relevant experience, and successful completion of a full 4-year course of study in an accredited college or university leading to a bachelors of science or higher degree

that included a major field of study in science or engineering. A substitute for the educational requirement can include 3 additional years of direct relevant experience and at least two years of specific course work relevant to transportation/packaging of radioactive materials. Additionally, staff providing transportation oversight assistance must have experience in the following; applying transportation principles, compliance concepts, operating principles, chemical and physical properties of hazardous materials, experience in hazardous materials transportation safety, transportation of radioactive materials, inter-modal shipments, demonstrated thorough understanding of CVSA inspection procedures, experience in performing field inspections and/or investigations and preparing reports relating to shippers, and shipments subject to the Hazardous Materials Regulations.

- NTP/ARRA Engineer (Engineer IV) – Individuals shall have a bachelor’s degree in engineering, science, or related technical discipline or can substitute four years of relevant experience, plus ten years of specialized experience that includes: demonstrated knowledge and/or experience in the areas of metallurgy or materials, polymer engineering, fracture mechanics, nondestructive examination, and/or welding of nuclear material confining components. Experience performing field inspections and/or investigations and preparing reports relating to packaging manufacturers, re-conditioners, rebuilders, re-testers, sellers, exemption and approval holders subject to the Hazardous Materials Regulations.
- PDP Scientist/Engineer (Engineer V) – Individual shall have a bachelors of science or higher degree that included a major field of study in science or engineering. Individual shall have direct laboratory work experience for analysis of headspace gas, RCRA constituents, and non-destructive radio-assay. Senior-level experience is expected in the past ten years of recent work, for a total of 15 years or more of experience in laboratory analysis. This person must have experience in supervising other scientists/engineers, providing guidance and advice to senior management and colleagues, and demonstrate past experience in initiating, executing, and completing projects without direct supervision.
- Performance Demonstration Program Specialist– This individual shall have a minimum of a bachelor of science degree in a scientific discipline and shall laboratory work experience with the equipment and methods of the type used for the particular type of analysis (headspace gas, RCRA constituents, non-destructive radio-assay).
- Science and International Programs Scientists (Level VI) – These individuals shall have a minimum of a Bachelor’s degree in specified field of science with 20 years of experience or a master’s degree in a specified field of science with 15 years of experience, or a Ph.D. in a related discipline and 10 years of experience. These individuals shall function as expert consultants and shall conduct highly complex scientific work related to international science programs and underground science.
- Technical or Functional Subject Matter Expert– These individuals shall have a minimum of a Bachelor’s degree in a specified field of science with 20 years of experience or a master’s degree in a specified field of science with 15 years of experience, or a Ph.D. in a related discipline with 10 years of experience.

- **Operations Technical Subject Matter Expert**- The individuals providing site operations support shall possess knowledge of mining (MSHA) and industrial safety and hygiene (OSHA) regulation as demonstrated by past work experience. The individuals shall also collectively possess a comprehensive working knowledge of radiological engineering, radiological monitoring and radiological protection practices, waste operations, and nuclear safety requirements. A minimum of a bachelor of science degree in a science or engineering discipline and a minimum of 5 years' direct experience is required. Although not all individuals are required to have experience in all areas, the contractor shall include individuals that collectively have safety experience in radiological controls/engineering, nuclear safety, hazardous waste, Integrated Safety Management, and audit, surveillance, and other assessment experience.
- **Administrative Assistant I** - These individuals shall have a minimum of a high school diploma or GED and either an associates degree or three years' business experience. These individuals shall provide administrative support to the contractor's management and technical staff. Individuals shall possess sufficient skills and knowledge of all Microsoft applications, office procedures, etiquette, and professionalism to perform administrative support functions including: preparation, maintenance, modification, filing and retrieval of letters, memorandums, simple and/or complex spreadsheets, graphs, charts, presentations, and other written communications and visual aids in support of activities; answering phones, scheduling appointments, operating reproduction machines, filing correspondence and miscellaneous documentation, mail distribution; inventorying and managing government property; inventorying and managing project records; creating files; timekeeping; data entry; setting up meetings, training, and other administrative functions as assigned.
- **Business Specialist IV** - These individuals shall have a minimum of a bachelor's degree and 5 years experience or 10 years of relevant experience. These individuals shall provide business support to management and technical staff in the areas of budget, contract/procurement, strategic planning, and human resources activities. Individuals shall possess sufficient skills and knowledge to develop resource loaded schedules, prepare cost estimates, track costs, purchase materials and supplies in accordance with contract and Federal requirements, provide contract/procurement advice and assistance on contract or procurement policies, problems, or issues; evaluate and advise management on the effectiveness, productivity, and efficiency of policies, programs and operations; analyze and evaluate (on a quantitative/qualitative basis) the effectiveness of program operations in meeting established goals and objectives; develop procedures and systems for assessing the effectiveness of policies, programs and processes; prepares comprehensive reports of findings and recommendations, and interprets and ensures acceptance by various stakeholder groups.

Technical Writer/Editor - These individuals shall have, at a minimum, a Bachelor's Degree in English or a related field. Must possess at least 5 years of technical writing experience. Must possess above average proficiency in Microsoft Word, strong organizational skills, and excellent communication skills.

ATTACHMENT 4

LIST A - List of Applicable Laws and Regulations

LIST B – List of Applicable DOE Directives

LIST C – List of Program Direction Documents

List A

“The Federal Laws and Regulations listed in the table below contain requirements normally relevant to the EM and CBFO scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the task order. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees. This list does not have to be provided in the task order, but it may be appended to the task order for information purposes. Omission of any applicable law or regulation for List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to DEAR clause 970.5204-2. The contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Codes (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The contractor will notify DOE and a determination will be made regarding modification to the task order. The following table does not contain any specific state laws, regulations, permits, and licenses, etc.”

Notes: (1) The table below has been modified to address the scope to EMCBC or CBFO-supported sites.

(2) These requirements may not apply directly to the scope of work performed by the CTAC contractor; however, in its support role to DOE, the CTAC contractor must be cognizant of the requirement in these regulations as they apply to the WIPP Site and other DOE contractors.

Requirement	Regulation Title
Public Law 102-579	Waste Isolation Pilot Plant Land Withdrawal Act, as amended by Public Law 104-201
10 CFR 71	Packaging and Transportation of Radioactive Material U. S. Nuclear Regulatory Commission
10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management
10 CFR 830.120	Quality Assurance Requirements
10 CFR 835	Occupation Radiation Protection
10 CFR 851	Worker Safety and Health Program
29 CFR	Labor
30 CFR	MSHA
36 CFR, Part 1200	NARA Seals and Logos
40 CFR, Parts 191 and 194	EPA Environmental Radiation Protection Standards/Criteria for the WIPP's Certification and Recertification under Part 191
40 CFR, Part 262	Standards Applicable to Generators of Hazardous Waste
40 CFR, Part 263	Standards Applicable to Transporters of Hazardous Materials
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5204-2	Laws, Regulations, and DOE Directives
48 CFR Part 970.5215-3	Conditional Payment of Fee, Profit, or Incentives (or alternatively, 48 CFR Part 952.223-76 or 952.223-77, Conditional Payment of Fee or Profit)
48 CFR Part 970.5223-1	Integration of Environmental, Safety, and Health into the Work Planning and Execution
49 CFR	U. S. Department of Transportation

LIST B

DOE Directive (Orders, Policies, Notices, Manuals, Guidance)	Subject
DOE O 110.3A	Conference Management
DOE O 130.1	Budget Formulation Process
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.3	Unclassified Foreign Visits and Assignments
DOE N 144.1	American Indian Tribal Government Policy
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1	Information Management Program
DOE M 200.1-1, Chapter 9	Telecommunications Security Manual (Chapter 9)
DOE 203.1	Limited Personal Use of Govt. Office Equipment including Information Technology
DOE O 205.1A	Department of Energy Cyber Security Management Program
DOE M 205.1-4	National Security System Manual
DOE N 206.4	Personal Identity Verification Program
DOE N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
DOE O 210.2	DOE Corporate Operating Experience Program
DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1A	Accident Investigations
DOE O 226.1A	Implementation of DOE Oversight Policy
DOE M 231.1-1A	Environment, Safety, and Health Reporting Manual
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information
DOE O 241.1A	Scientific and Technical Information Management
DOE O 243.1	Records Management Program
DOE O 243.2	Vital Records
DOE O 251.1B	Departmental Directives Program
DOE M 251.1-1B	Departmental Directives Program Manual
DOE O 252.1	Technical Standards Program
DOE O 350.1	Contractor Human Resource Management Programs (<i>by Chapter</i>)
DOE 412.1A	Work Authorization System
DOE O 413.1A	Management Control Program
DOE O 413.3A	Program and Project Management for the Acquisition of Capital Assets (\$20M threshold for Total Project Cost)
DOE 413.1B	Internal Control Program
DOE M 413.3-1	Project Management for the Acquisition of Capital Assets
DOE O 414.1C	Quality Assurance
DOE O 420.1B	Facility Safety
DOE O 425.1C	Startup and Restart of Nuclear Facilities
DOE O 430.1B	Real Property Asset Management
DOE O 430.2A	Departmental Energy and Utilities Management

DOE Directive (Orders, Policies, Notices, Manuals, Guidance)	Subject
DOE O. 430.2B	Departmental Energy Renewable Energy and Transportation Management
DOE O 433.1A	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1	Radioactive Waste Management
DOE M 435.1-1, Chg 1	Radioactive Waste Management Manual
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE M 442.1-1	Differing Professional Opinions Manual for Technical
DOE O 450.1	Environmental Protection Program
DOE M 450.4-1	Integrated Safety Management System Manual
DOE 451.1B	National Environmental Policy Act Compliance Program
DOE O 460.1B	Packaging and Transportation Safety
DOE M 460.2-1	Radioactive Material Transportation Practices
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE M 461.1-1	Packaging & Transfer of Materials of National Security Interest
DOE O 461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest
DOE O 470.2B	Independent Oversight and Performance Assurance Program
DOE M 470.4-1	Safeguards and Security Program Planning and Management
DOE M 470.4-2	Physical Protection
DOE M 470.4-3	Protective Force
DOE M 470.4-4	Information Security
DOE M 470.4-5	Personnel Security
DOE M 470.4-6	Nuclear Material Control and Accountability
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information (UCNI)
DOE O 471.3	Identifying & Protecting Official Use Only
DOE M 471.3-1	Identifying & Protecting Official Use Only Information
DOE 473.1	Physical Protection Program
DOE O 475.1	Counterintelligence Program
DOE M 475.1-1B	Manual for Identifying Classified Information (was 1-1A)
DOE O 482.1	DOE Facilities Technology Partnering Programs
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 534.1B	Accounting
DOE O 551.1B	Official Foreign Travel
DOE O 580.1	Department of Energy Personal Property Management Program
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications
DOE O 5400.5	Radiation Protection of the Public and the Environment
DOE O 5480.19	Conduct of Operations Requirements for DOE Facilities
DOE O 5480.20A	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
DOE O 5660.1B	Management of Nuclear Materials

DOE Directive (Orders, Policies, Notices, Manuals, Guidance)	Subject
DOE O 5670.1A	Management and Control of Foreign Intelligence

List C: Program Direction Documents

Access to the following documents will be necessary for the contractor to perform the work scope.

Current Audit, Surveillance, and Assessment Schedules

CBFO Management and Team Procedures

Note: Only the following procedures are required for quote preparation:

TP 10.1 Qualification of Audit Personnel and Certification of Lead Auditors

MP 3.1 Corrective Action Reports

MP 10.3 Audits (Revision 6)

(Electronic copies of the procedures will be issued with the RFQ.)

WIPP Hazardous Waste Facility Permit

Discharge Permit 831

EPA Certification/Recertification Information

CBFO Quality Assurance Program Document (DOE/CBFO 94-1012)

Available at: www.wipp.energy.gov/library/qapd/QAPD.pdf

WIPP Land Withdrawal Act

Performance Demonstration Program Management Plan (DOE/CBFO-01-3107)

Available at: www.wipp.energy.gov/library/pdp/DOE_CBFO-01-3107_R4.pdf

WIPP Documented Safety Analysis (not available online)

CBFO Cyber Security Program Document (not available online)

ATTACHMENT 5
OTHER INFORMATION

1. Sample Subtask Order Form:

The CBFO will order work using the attached sample Subtask Order that will provide ceilings for costs and labor hours by functional area.

**U.S. DEPARTMENT OF ENERGY
 CARLSBAD FIELD OFFICE
 SUBTASK ORDER FORM**

CONTRACTOR:	CONTRACT/TASK NO: GSXXXXXXXXXX DT00000XXXX	SUBTASK ORDER NO: 2010-XX	PAGE: 1 of XX
	SUBTASK ORDER TITLE:		
RESOURCES:			
	<u>Original Estimate</u>	<u>Cumulative to Date</u>	<u>Current Mod.</u>
	<u>Total</u>		
Estimated Cost: \$	\$	\$	\$
DPLH Effort:			
The Contractor is not authorized to exceed the total estimated cost or DPLH without prior written approval of the contracting officer.			
PERFORMANCE PERIOD:			
Description of Work and/or Nature of Modification:			
ORGANIZATIONAL CONFLICT OF INTEREST: The contractor shall determine that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with this task order, or modification thereof. (If an OCI does or may exist with respect to the issuance of this task order, the contractor shall prepare a mitigation plan to avoid, mitigate, or neutralize the OCI and this Plan will be attached to this Task order.)			
Contracting Officer's Representative:		Other:	
The terms and conditions of the basic contract apply. The primary task order will be funded incrementally throughout the term of the contract. Notwithstanding the estimated cost listed under "Resources" above, the Contractor shall not incur costs in excess of the total obligations under the primary task order.			
Signatures			
Name: _____	_____		Date
	Signature		
Title: _____			
Contractor's Acknowledgement of Receipt			
Name: _____	_____		Date
	Signature		
Title: _____			

SUMMARY SUBTASK ORDER REQUIREMENTS

A. Subtask Order Scope

B. Specific Subtask Order Requirements

C. Deliverables

2. Performance Demonstration Program

The following additional information is provided for work scope to be performed under SOW Section 2.5 Performance Demonstration Program. Because of the cost, time, and effort to qualify subcontract laboratories, consideration should be given to continuing to use the same laboratories currently qualified for preparing samples under the PDP work scope. There will not likely be time to qualify new laboratories before the next PDP samples are needed in the fall of 2010.

Under SOW Section 2.5.2 RCRA, the current qualified lab is ERA in Denver, Colorado. Contact information is:

Phone: 1-800-554-2511 or 720-898-3395

Fax: 303-431-5423

Email: info@eraqc.com

Mailing and physical address:

ERA
6000 West 54th Avenue
Arvada, CO 80002

Under SOW Section 2.5.3 Headspace Gas PDP, gases for preparing the samples are currently purchased from Air Liquide. Samples are prepared by Southwest Research Institute in San Antonio. Contact information is provided below.

Air Liquide

<http://www.airliquide.com/en/contact-air-liquide.html>

Southwest Research Institute

(210) 684-5111

Mike Ladika

Business Development Office

Phone: (210) 522-2122

Fax: (210) 522-3496

bd@swri.org

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A002	3. EFFECTIVE DATE See block 10 c	4. REQUISITION/PURCHASE REQ. NO. 10EM003209	5. PROJECT NO. (If applicable)	
ISSUED BY EMCBC - Carlsbad U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3345	CODE XCAO	7. ADMINISTERED BY (If other than item 6) Vicki Diane Snow (575)234-7452		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Portage, Inc. 1075 S. Utah Ave. Suite 200 Idaho Falls, ID 83402-3325		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GSA Contract GS-10F0353M DOE Task Order DE-DT0001674	
			10B. DATED (SEE ITEM 13) July 2, 2010	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>_____ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) TAS::89 0253::TAS Recovery Act 06049 2009 33 490801 25200 1111389 2002190 \$1,946,124.89++				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
XX D. OTHER (Specify type of modification and authority) Incremental Funding				
E. IMPORTANT: Contractor <u> X </u> is not, _____ is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p>The purpose of this modification is to obligate ARRA funds to the Task Order. Accordingly:</p> <ol style="list-style-type: none"> ARRA funds in the amount of \$1,946,124.89 are obligated for performance of ARRA work that will be ordered under Subtask 8. Total funding is increased from \$910,000, by \$1,946,124.89, to \$2,856,124.89. Contract value for the base period remains at \$17,496,946.00 All other terms and conditions remain unchanged. <p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Vicki D. Snow, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"		16C. DATE SIGNED
(Signature of person authorized to sign)				8/13/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. M003	3. EFFECTIVE DATE See block 16 c	4. REQUISITION/PURCHASE REQ. NO. No PR		5. PROJECT NO. (if applicable)
ISSUED BY EMCBC - Carlsbad U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3345	CODE XCAO	7. ADMINISTERED BY (if other than item 6) Vicki Diane Snow (575)234-7452		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Portage, Inc. 1075 S. Utah Ave. Suite 200 Idaho Falls, ID 83402-3325			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. GSA Contract GS-10F0353M DOE Task Order DE-DT0001674
				10B. DATED (SEE ITEM 13) July 2, 2010
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>_____ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required) Not a funding action.				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
XX C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Changes				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor _____ is not, <u>X</u> is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to revise the terms and conditions of the Task Order in Section 16 of Attachment 2 - Clauses. The revision will incorporate new reporting requirements for first-tier subcontractors receiving \$25,000 or more of American Recovery and Reinvestment Act funding. Accordingly, Attachment 2 of the contract is revised by replacing FAR Clause 52.204-11 dated March 2009 with FAR Clause 52.204-11 dated July 2010. See pages 2-3. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) TED CHRISTENSEN, CONTRACTS MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki D. Snow, Contracting Officer		
Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"		15C. DATE SIGNED 9/20/10	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	
			16C. DATE SIGNED 9/22/10	

(1.) Section 16 found on page 13 of Attachment 2 – Clauses is revised to replace FAR Clause 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (March 2009) with FAR Clause 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements. (July 2010). Page 13 is updated as follows:

16. Listing of Task Order Clauses Incorporated by Reference

In addition to the clauses of the GSA Schedule contract, the following contract clauses also apply and are hereby incorporated by reference.

Number	Date	Title
52.202-1	JUL 2004	Definitions (As modified by DEAR 952.202-1)
52.203-15	MAR 2009	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
52.204-11	JULY 2010	American Recovery and Reinvestment Act – Reporting Requirements
52.212-4	MAR 2009	Contract Terms and Conditions – Commercial Items, Alt. I (OCT 2008) (used for Time & Materials contract)
52.216-31	FEB 2007	Time-and-Materials/Labor-Hour Proposal Requirements – Commercial Item Acquisition
52.217-5	JUL 1990	Evaluation of Options
52.219.14	DEC 1996	Limitations on Subcontracting
52.222-54	JAN 2009	Employment Eligibility Verification
52.223-2	DEC 2007	Affirmative Procurement of Biobased Products under Service and Construction Contracts
52.223-15	DEC 2007	Energy Efficiency in Energy-Consuming Products
52.223-17	MAY 2008	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
52.232-22	APR 1984	Limitation of Funds
52.237-3	JAN 1991	Continuity of Services
52.243-3	SEP 2000	Changes - Time-and-Materials or Labor-Hours
52.243-6	APR 1984	Change Order Accounting (APR 1984)
52.245.1	JUN 2007	Government Property
52.245-9	JUN 2007	Use and Charges

(2.) The revised FAR Clause 52.204-11 (July 2010) is found with full text at:

https://www.acquisition.gov/Far/current/html/52_200_206.html

(3.) The following guidance was provided to Agency Reviewers in a memorandum dated August 9, 2010 from the Department of Energy’s (DOE) Assistant Director for Recovery Act Operations, Howard Dickenson. The guidance is associated with the Office of Management and Budget’s recent decision to allow DOE’s Recovery Act-funded contractors to report subcontract jobs into FederalReporting.gov.

From the October 2010 reporting period forward, Prime Contractors will be expected to report sub-contractor jobs as follows:

- *The Federal contractor will combine the jobs for itself and for its first-*

tier subcontractors and enter it in the "Number of Jobs" data field. There is no separate field in Federalreporting.gov for first-tier subcontractor jobs.

- *The formula for calculating subcontractor jobs is the same as for the prime contractor jobs: The number of hours worked and funded by the Recovery Act within the reporting quarter divided by the total quarterly hours in a full-time schedule.*
- *Include only hours worked on subcontracts with ARRA funds of \$25,000 or greater.*
- *Include only hours worked in the current reporting quarter. Prime contractors should NOT include historical hours or estimate the number of subcontractor jobs from previous quarters.*
- *The new FAR clause also removes the reporting exemption for Contractors who have not yet submitted an invoice. Prime Contractors should report during the designated reporting period regardless of their invoicing status.*

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A004	3. EFFECTIVE DATE See block 16 c	4. REQUISITION/PURCHASE REQ. NO. 11EM000083	5. PROJECT NO. (If applicable)	
ISSUED BY EMCBC – Carlsbad U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3345	CODE XCAO	7. ADMINISTERED BY (If other than Item 6) Vicki Diane Snow (575)234-7452		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Portage, Inc. 1075 S. Utah Ave. Suite 200 Idaho Falls, ID 83402-3325		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GSA Contract GS-10F0353M DOE Task Order DE-DT0001674	
			10B. DATED (SEE ITEM 13) July 2, 2010	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>_____ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
TAS::89 0251::TAS 01250 2011 33 490801 25100 1110954 0000442 \$500,000+++				
TAS::89 0251::TAS 01250 2011 33 490801 25100 1110956 0003804 \$600,000+++				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Incremental Funding				
E. IMPORTANT: Contractor _____X_____ is not, _____ is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p>The purpose of this modification is to provide incremental funding for FY11 performance while the Department of Energy is in a continuing budget resolution. Funds of \$1,100,000.00 are obligated increasing total obligations from \$2,856,124.89, by \$1,100,000.00, to \$3,956,124.89. Accounting and appropriation data are provided in Block 12. Total contract value remains at \$17,496,946.00.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Vicki D. Snow, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"		16C. DATE SIGNED
(Signature of person authorized to sign)				10/20/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A005	3. EFFECTIVE DATE See block 16 c	4. REQUISITION/PURCHASE REQ. NO. 11EM000677	5. PROJECT NO. (If applicable)	
ISSUED BY EMCBC – Carlsbad U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3345	CODE XCAO	7. ADMINISTERED BY (If other than Item 6) Vicki Diane Snow (575)234-7452		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Portage, Inc. 1075 S. Utah Ave. Suite 200 Idaho Falls, ID 83402-3325		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GSA Contract GS-10F0353M DOE Task Order DE-DT0001674	
			10B. DATED (SEE ITEM 13) July 2, 2010	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>_____ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
TAS::89 0251::TAS				
01250 2011 33 490801 25100 1110954 0000442 \$50,000+++				
01250 2011 33 490801 25100 1110957 0000443 \$25,000+++				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Incremental Funding				
E. IMPORTANT: Contractor _____ X _____ is not, _____ is required to sign this document and return _____ copies to the issuing office				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)				
<p>The purpose of this modification is to provide incremental funding for FY11 performance while the Department of Energy is in a continuing budget resolution. Funds of \$75,000 are obligated (to PBS 80 \$50,000; to PBS 90 \$25,000) increasing total obligations from \$3,956,124.89, by \$75,000.00, to \$4,031,124.89. Accounting and appropriation data are provided in Block 12. Total contract value remains at \$17,496,946.00.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Vicki D. Snow, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"		16C. DATE SIGNED 12/28/2010
(Signature of person authorized to sign)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A006	3. EFFECTIVE DATE See block 16 c	4. REQUISITION/PURCHASE REQ. NO. 11EM000878		5. PROJECT NO. (If applicable)
ISSUED BY EMCBC - Carlsbad U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3345	CODE XCAO	7. ADMINISTERED BY (If other than Item 6) Vicki Diane Snow (575)234-7452		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Portage, Inc. 1075 S. Utah Ave. Suite 200 Idaho Falls, ID 83402-3325		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GSA Contract GS-10F0353M DOE Task Order DE-DT0001674	
			10B. DATED (SEE ITEM 13) July 2, 2010	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>_____ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. _____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
TAS::89 0251::TAS				
01250 2011 33 490801 25100 1110954 0000442 \$520,000+++				
01250 2011 33 490801 25100 1110957 0000443 \$9,500+++				
01250 2011 33 490801 25100 1110956 0003804 \$641,000+++				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.				
X D. OTHER (Specify type of modification and authority) Incremental Funding				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, _____ is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p>The purpose of this modification is to provide incremental funding for FY11 performance while the Department of Energy is under a continuing budget resolution. Funds of \$1,170,500 are obligated increasing total obligations from \$4,031,124.89, by \$1,170,500.00, to \$5,201,624.89. Accounting and appropriation data are provided in Block 12. Total contract value remains at \$17,496,946.00.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Vicki D. Snow, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"		16C. DATE SIGNED
(Signature of person authorized to sign)				11/2/2011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. M007		3. EFFECTIVE DATE See block 16 c	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
ISSUED BY EMCBC - Carlsbad U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3345		CODE XCAO	7. ADMINISTERED BY (If other than Item 6) Vicki Diane Snow (575)234-7452	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Portage, Inc. 1075 S. Utah Ave. Suite 200 Idaho Falls, ID 83402-3325			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. GSA Contract GS-10F0353M DOE Task Order DE-DT0001674
				10B. DATED (SEE ITEM 13) July 2, 2010
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
_____ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:				
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
NOT A FUNDING ACTION				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
XX C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.245.1 Government Property				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor _____ is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate the listing of government-furnished property into the Task Order. Property listing includes property that was accepted from the previous technical assistance contractor and new property purchased for the quality assurance auditors. Property is to be managed in accordance with FAR 52.245.1. Property listing is attached.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Kristi Butikofer, Contract Administrator</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki D. Snow, Contracting Officer	
Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"		15C. DATE SIGNED <i>1-31-11</i>	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	
			16C. DATE SIGNED <i>2/9/11</i>	

CBFO Federal Property in possession of CTAC

Barcode	Location	Product Description	Type	Cost			TOTAL
				<5000	5000 to 50000	>50000	
Not Sensitive							
A0012	C-209	FURN COMP - TABLE 2' GRAY TWO TONED	Furniture	\$121.28	\$0.00	\$0.00	\$121.28
A0054	C-230 Area	HAWORTH - TABLE, GRAY 5'X2'	Furniture	\$0.00	\$0.00	\$0.00	\$0.00
A0062	C-208	HAWORTH - TABLE, GRAY 5'X2'	Furniture	\$0.00	\$0.00	\$0.00	\$0.00
A0298	C-206	FURNITURE TYPING STAND	Furniture	\$121.28	\$0.00	\$0.00	\$121.28
A0323	C-235 Area	TYPING STAND WWHEELS	Furniture	\$121.28	\$0.00	\$0.00	\$121.28
A0407	C-205	HAND TRUCK RED	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00
A0450*	T-202	BOOKCASE	Furniture	\$190.00	\$0.00	\$0.00	\$190.00
A0452*	T-202	BOOKCASE	Furniture	\$190.00	\$0.00	\$0.00	\$190.00
A0453*	T-202	BOOKCASE	Furniture	\$190.00	\$0.00	\$0.00	\$190.00
A0502	C-203 Area	HAWORTH - FURN/TYPEWRITER TBL	Furniture	\$0.00	\$0.00	\$0.00	\$0.00
A0523	T-202	5 IN 1 CART	Office Equipment	\$172.00	\$0.00	\$0.00	\$172.00
A0524	T-202	5 IN 1 CART	Office Equipment	\$172.00	\$0.00	\$0.00	\$172.00
A0550	T-203	TYPING STAND WWHEELS	Furniture	\$121.28	\$0.00	\$0.00	\$121.28
A0582	C-205	HAND TRUCK RED	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00
A0584	C-205	Paper Cutter	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00
A0801	C-203 Area	FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0602	C-209	CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0603	T-203	Storage Cabinet	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0606*	RM-225	HON - FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0607*	RM-225	HON - FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0608*	RM-225	HON - FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0609*	RM-225	HON - FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0813	RM-225	FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0814*	RM-225	HON - FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0819	C-228	FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0820*	C-225	FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0821*	RM-225	HON - FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0822*	RM-225	HON - FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0823*	RM-225	FireKing - FILE CABINET #5	Furniture	\$210.00	\$0.00	\$0.00	\$210.00

Barcode	Location	Product Description	Type	Cost			TOTAL
				<5000	5000 to 50000	>50000	
A0624*	C-233	FILE CABINET	Furniture	\$210.00	\$0.00	\$0.00	\$210.00
A0628	IDAHO	FIRE PROOF FILE CABINET	Furniture	\$1,233.00	\$0.00	\$0.00	\$1,233.00
A0631*	RM-225	FireKing 25 - FILE CABINET #7 - 1 hour	Furniture	\$669.60	\$0.00	\$0.00	\$669.60
A0636*	RM-225	FireKing 25 - FILE CABINET #12 - 1 hour	Furniture	\$669.60	\$0.00	\$0.00	\$669.60
A0637*	C-234 area	FireKing 2 Hour - FILE CABINET #14 - 2 hour	Furniture	\$1,468.70	\$0.00	\$0.00	\$1,468.70
A0638*	C-231 area	FireKing 2 Hour - FILE CABINET #13 - 2 hour	Furniture	\$1,468.70	\$0.00	\$0.00	\$1,468.70
A0639*	RM-225	FireKing - FILE CABINET #3 - 2 hour	Furniture	\$1,468.70	\$0.00	\$0.00	\$1,468.70
A0640*	C-209 Area	FireKing - FILE CABINET #2 - 2 hour	Furniture	\$1,468.70	\$0.00	\$0.00	\$1,468.70
A0645*	RM-225	FireKing Turtle - FILE CABINET #6 - 1 hour	Furniture	\$669.60	\$0.00	\$0.00	\$669.60
A0646*	RM-225	FireKing Turtle - FILE CABINET #1 - 1 hour	Furniture	\$669.60	\$0.00	\$0.00	\$669.60
A0647	C-224	FireKing - FILE CABINET	Furniture	\$0.00	\$0.00	\$0.00	\$0.00
S0076	T-218	POLY COM - CONF PH SOUNDSTATION PREMIER - 32116835	Phone	\$799.00	\$0.00	\$0.00	\$799.00
S0142	T-202	SHARP - TV 135B50 BLACK - 642853	Office Equipment	\$199.73	\$0.00	\$0.00	\$199.73
S0143	T-202	EMERSON - VCR 765N BLACK - 3008C1611930	Office Equipment	\$190.00	\$0.00	\$0.00	\$190.00
S0144	T-202	OVERHEAD PROJECTOR	Office Equipment	\$900.00	\$0.00	\$0.00	\$900.00
S0145	T-202	Polycom - CONFERENCE PHONE - 12181660	Phone	\$1,100.00	\$0.00	\$0.00	\$1,100.00
S0156	A0801 FILECABNET	SLIDE PROJECTOR - 381551	Office Equipment	\$240.00	\$0.00	\$0.00	\$240.00
S0157	A0601 FILECABNET	SLIDE PROJECTOR - A491646	Office Equipment	\$1,053.46	\$0.00	\$0.00	\$1,053.46
S0175	A0801 FILECABNET	TOP GUN - BAR CODE READER PT2000 - O3018792	Office Equipment	\$1,995.00	\$0.00	\$0.00	\$1,995.00
S0244	A0801 FILECABNET	SONY - TAPE RECORDER - M440V	Office Equipment	\$37.00	\$0.00	\$0.00	\$37.00
S0301	T-203	USI - LAMINATOR, ECONO 4000 - E1030174	Office Equipment	\$1,995.00	\$0.00	\$0.00	\$1,995.00
S0365	SITE	VIEWSONIC - E90f MONITOR - P7150500836	Monitor	\$400.00	\$0.00	\$0.00	\$400.00
S0370	C-236	ACER - AL1914 MONITOR - ETL230221351600502ED49	Monitor	\$400.00	\$0.00	\$0.00	\$400.00
S0372	C-226	Dell - DELL MONITOR - CN-0T6116-71618-5BC-BFB8	Monitor	\$200.00	\$0.00	\$0.00	\$200.00
S0373	A0801 FILECABNET	Dell - Dell Projector - 4PF6081	Projector	\$1,200.00	\$0.00	\$0.00	\$1,200.00
S0376	T-221	HP - MONITOR HPL 1906 MONITOR - CNN6103	Monitor	\$400.00	\$0.00	\$0.00	\$400.00
S0379	C-233	Dell - E197Pf MONITOR - CN-0GC811-72872-65G-3LGS	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0381	SITE	Dell - E197Pf MONITOR - CN-0GC811-72872-65G-70AL	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0384	T-218	Dell - DP/N0KC147 MONITOR - CN-0KC147-46633-65J-4F5U	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0386	C-220	Dell - DP/N0KC147 MONITOR - CN-0KC147-46633-65K-14FU	Monitor	\$230.00	\$0.00	\$0.00	\$230.00

Barcode	Location	Product Description	Type	Cost			TOTAL
				<5000	5000 to 50000	>50000	
S0388	C-225	Dell - DP/N0KC147 MONITOR - CN-0KC147-46633-65K-1H5U	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0390	T-218	Dell - DP/N0KC147 MONITOR - CN-0KC147-46633-65J-575U	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0391	C-208	Kodak - Easysshare Z650 - KCKFL62203230	Camera	\$350.00	\$0.00	\$0.00	\$350.00
S0400	C-225	Dell - E198FP MONITOR - CN-0GC811-72872-66G-14CS	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0401	C-216	Dell - E197Pf MONITOR - CN-0GC811-72872-66E-AC7M	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0402	C-214	Dell - 2007WFP MONITOR - MX-0HF730-46634-66T-2DVL	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0403	C-221	Dell - E198FP MONITOR - CN-0GC811-72872-66E-AC9M	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0404	C-234	Dell - E198FP MONITOR - CN-0GC811-72872-66E-AVDM	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0406	C-233	Dell - E198FP MONITOR - CN-0GC811-72872-66E-AATM	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0407	C-213	Dell - E198FP MONITOR - CN-0GC811-72872-66G-150S	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0412	C-222	Dell - E198FP MONITOR - CN-0GC811-72872-66E-A4RM	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0413	C-215	Dell - E198FP MONITOR - CN-0GC811-72872-66E-AAMM	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0414	C-217	Dell - E198FP MONITOR - CN-0GC811-72872-66G-154D	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0415	C-225	Dell - E198FP MONITOR - CN-0GC811-72872-66E-AC2M	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0416	C-228	Dell - E198FP MONITOR - CN-0GC811-72872-66G-14TS	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0417	C-224	Dell - E198FP MONITOR - CN-0GC811-72872-66E-AC1M	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0419	C-233	Dell - E197Pf MONITOR - CN-0WH320-46633-689-31FU	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0421	C-232	Dell - 2007FPW MONITOR - MX-0HF730-46634-67A-234L	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0423	C-225	Dell - E197Pf MONITOR - C N-0WH320-46633-689-3P4U	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0425	C-227	Dell - E197Pf MONITOR - CN-0WH320-46633-689-3NUU	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0427	C-236	Dell - E197Pf MONITOR - CN-0WH320-46633-689-31GU	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0429	C-211	Dell - E197Pf MONITOR - CN-0WH320-46633-689-3R1U	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0431	RM-225	Dell - E197Pf MONITOR - CN-0WH320-46633-689-318U	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0433	C-210	Dell - E197Pf MONITOR - CN-0WH320-46633-689-3PKU	Monitor	\$230.00	\$0.00	\$0.00	\$230.00
S0446	Tech Support	Dell - DELL MONITOR - MX-0C9536-46634-76K-1A0S	Monitor	\$600.00	\$0.00	\$0.00	\$600.00
S0447	SITE	Dell - DELL MONITOR - CN-0FP182-71618-76D-BD1J	Monitor	\$300.00	\$0.00	\$0.00	\$300.00
S0448	C-225	Dell - DELL MONITOR - CN-0FP182-71618-76D-BD1P	Monitor	\$300.00	\$0.00	\$0.00	\$300.00
S0450	C-219	Dell - DELL MONITOR - CN-0FP182-71618-56D-BD1F	Monitor	\$300.00	\$0.00	\$0.00	\$300.00
S0451	C-225	Dell - DELL MONITOR - CN-0FP182-71618-794-RHEB	Monitor	\$300.00	\$0.00	\$0.00	\$300.00
S0452	T-202	Dell - Dell Projector Model # MP2400 - HG0N0D1	Projector	\$929.00	\$0.00	\$0.00	\$929.00
S0453	SITE	CANON Powershot - Canon Powershot G9 D - 6221201333	Camera	\$522.26	\$0.00	\$0.00	\$522.26

Barcode	Location	Product Description	Type	Cost			TOTAL
				<5000	5000 to 50000	>50000	
S0454	C-208 Area	HP - HP LaserJet 9040dn #Q7699A Bottom Section - C8531A - JPRL81G055	Printer	\$4,500.00	\$0.00	\$0.00	\$4,500.00
S0455	Office of Dick Blauvelt	HP - HP OfficeJet Pro L 672357 - MY84C850VD	Printer	\$279.98	\$0.00	\$0.00	\$279.98
S0456	T-219	BROTHER - SuperG3 Intellifax - U61588G8F809481	FAX	\$117.00	\$0.00	\$0.00	\$117.00
S0457	C-230 Area	Brother - Brother Fax Machine - U61588H8F674198	FAX	\$110.00	\$0.00	\$0.00	\$110.00
S0460	C-208	Dell - Monitor - CN-ORO-34G-64180-94G-0K7S	Monitor	\$0.00	\$0.00	\$0.00	\$0.00
S0461	C-208	Dell - Monitor - CN-OD3073-74445-942-BVSS	Monitor	\$129.00	\$0.00	\$0.00	\$129.00
S0462	C-208	DELL - Dell Monitor - CN-0D3073-74445-942-BUUS	Monitor	\$0.00	\$0.00	\$0.00	\$0.00
S0463	C-234	Dell Monitor - Dell Monitor - CN-ORO34G-64180-94G-OFKS	Monitor	\$129.00	\$0.00	\$0.00	\$129.00
S0485	STIM	DELL - DELL Printer 2330dn - BZV7SG1	Printer	\$239.00	\$0.00	\$0.00	\$239.00
S0468	STIM	Monitor - DELL Monitor - CN-0F028J-72872-92G-2LYL	Monitor	\$200.00	\$0.00	\$0.00	\$200.00
S0472	STIM	Dell - DELL Monitor - CN-0N455N-74261-965-6MKS	Monitor	\$129.00	\$0.00	\$0.00	\$129.00
S0474	STIM	DELL - DELL Monitor - CN-CN445N-74261-965-6MTS	Monitor	\$129.00	\$0.00	\$0.00	\$129.00
S0476	STIM	HP Scanjet N6010 - HP Scanner - Model: FCLSD-0601	Scanner	\$499.00	\$0.00	\$0.00	\$499.00
S0477	C-208	XEROX - Phaser 8860MFP - 119676700-909000338	Printer/Copier/Fax	\$3,499.00	\$0.00	\$0.00	\$3,499.00
S0478	SITE	Dell - 2330 dn - CN-0P646D-48730-9C2-4OVO	Printer	\$244.00	\$0.00	\$0.00	\$244.00
S0479	SITE	Dell - 2330 dn - CN-0P646D-48730-9C2-4OX0	Printer	\$244.00	\$0.00	\$0.00	\$244.00
S0480	T-220	Dell - DELL Monitor - S/N: 091112H0101381	Monitor	\$239.00	\$0.00	\$0.00	\$239.00
S0481	T-215	Dell - DELL Monitor - S/N: 091112H0100392	Monitor	\$239.00	\$0.00	\$0.00	\$239.00
S0483	C-218	DELL - Dell Monitor - P2210 Flat Panel	Monitor	\$200.76	\$0.00	\$0.00	\$200.76
S0484	C-212	Dell - Dell Monitor - P2210 Flat Panel	Monitor	\$200.76	\$0.00	\$0.00	\$200.76
S0485	C-229	Dell - Dell Monitor 22 inch - P2210 Flat	Monitor	\$200.76	\$0.00	\$0.00	\$200.76
S0486	C-228	Dell - Dell Monitor 22 Inch - P2210 Flat Panel	Monitor	\$200.76	\$0.00	\$0.00	\$200.76
S0487	C-207	Dell - Dell Monitor 22 inch - P2210 Flat Panel	Monitor	\$200.76	\$0.00	\$0.00	\$200.76
S0488	C-235	Dell - Dell Monitor 22 inch - P2210 Flat Panel	Monitor	\$200.76	\$0.00	\$0.00	\$200.76
S0489	T-220	Dell - DELL Monitor - P2210 Flat Panel Monitor	Monitor	\$200.76	\$0.00	\$0.00	\$200.76
S0490	T-219	Dell - Dell Monitor - P2210 Flat Panel Monitor	Monitor	\$200.76	\$0.00	\$0.00	\$200.76
S0491	C-218	PHILIPS - TAPE RECORDER - Voice Tracer LFH0862	Office Equipment	\$129.00	\$0.00	\$0.00	\$129.00
S0492		BlackBerry - World Edition Alltel Phone Model 8830 - 1C253ARBK40CG	Phone	\$0.00	\$0.00	\$0.00	\$0.00
S0493	C-230 Area	XEROX - PHASER 7300 PRINTER - 210A01000234	Printer	\$3,692.88	\$0.00	\$0.00	\$3,692.88

Barcode	Location	Product Description	Type	Cost			TOTAL
				<5000	5000 to 50000	>50000	
				\$51,609.71	\$0.00	\$0.00	
Total Amount of Property =							\$51,609.71

Number(s) of Items:	119	0	0
Total Number of Not Sensitive Items on this Report:	119		

Sensitive

S0357	SITE	Dell - OPTIPLEX GX260 CPU - JW02D21	Computer	\$799.00	\$0.00	\$0.00	\$799.00
S0381	A0601 FILECABNET	HP - HP Lap Top HP Compaq nx9030 - CNF4490BD9	Laptop	\$1,300.00	\$0.00	\$0.00	\$1,300.00
S0362	A0601 FILECABNET	HP - HP NC 6220 LAPTOP - CNU5110629	Laptop	\$2,200.00	\$0.00	\$0.00	\$2,200.00
S0364	C-236	HP - HP DC 5000 CPU - MXL514HWH	Computer	\$1,500.00	\$0.00	\$0.00	\$1,500.00
S0366	RECEIVEING/CAGE	HP - HP DC 5000 CPU - MXL514HWC	Computer	\$1,500.00	\$0.00	\$0.00	\$1,500.00
S0371	T-219	Dell - CPU	Computer	\$919.00	\$0.00	\$0.00	\$919.00
S0375	C-211	HP - HP COMPAQ DC 7600 - MXM67102DT	Computer	\$200.00	\$0.00	\$0.00	\$200.00
S0378	C-214	Dell - Latitude D620 - 1Z6G7B1	Laptop	\$1,899.87	\$0.00	\$0.00	\$1,899.87
S0380	Tech Support	Dell - OPTIPLEX GX5200 - 37V38B1	Computer	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0382	SITE	Dell - OPTIPLEX GX5200 - 97V38B1	Desktop	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0383	C-210	Dell - OPTIPLEX GX520 - 7X8WBB1	Computer	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0385	C-223	Dell - OPTIPLEX GX520 - BW8WBB1	Computer	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0387	C-235	Dell - OPTIPLEX GX520 - 2X8WBB1	Computer	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0389	C-222	Dell - OPTIPLEX GX520 - 2Y8WBB1	Computer	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0392L	C-216	Dell - Latitude D620 - 4HTTKB1	Laptop	\$1,899.87	\$0.00	\$0.00	\$1,899.87
S0393	A0601 FILECABNET	Dell - Latitude D620 - DGTTKB1	Laptop	\$1,899.87	\$0.00	\$0.00	\$1,899.87
S0394L	C-221	Dell - Latitude D620 - 8HTTKB1	Laptop	\$1,899.87	\$0.00	\$0.00	\$1,899.87
S0395	C-207	Dell - Latitude D620 - 8GTTKB1	Laptop	\$1,899.87	\$0.00	\$0.00	\$1,899.87
S0396	T-218	Dell - OPTIPLEX GX520 - DHKBNB1	Computer	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0397	SITE	Dell - OPTIPLEX GX520 - 7HKBNB1	Computer	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0398	C-213	Dell - OPTIPLEX GX520 - BHKBNB1	Computer	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0399	C-233	Dell - OPTIPLEX GX520 - 8HKBNB1	Computer	\$1,784.59	\$0.00	\$0.00	\$1,784.59
S0408L	C-228	Dell - Latitude D620 - G5LNNB1	Laptop	\$1,899.87	\$0.00	\$0.00	\$1,899.87

Barcode	Location	Product Description	Type	Cost			TOTAL
				<5000	5000 to 50000	>50000	
S0409	Office of Dick Blauvelt	Dell - LATTITUDE D620 - F5LNNB1	Laptop	\$1,899.87	\$0.00	\$0.00	\$1,899.87
S0410L	A0601 FILECABNET	Dell - Latitude D620 - B5LNNB1	Laptop	\$1,899.87	\$0.00	\$0.00	\$1,899.87
S0411	C-219	Dell - LATTITUDE D620 - 16LNNB1	Laptop	\$1,899.87	\$0.00	\$0.00	\$1,899.87
S0418	T-220	Dell - Latitude D620 - 97V38B1	Computer	\$919.00	\$0.00	\$0.00	\$919.00
S0422	C-229	Dell - Optiplex GX5200 - 7DBJRB1	Computer	\$919.00	\$0.00	\$0.00	\$919.00
S0424	T-215	Dell - Optiplex GX5200 - JCBJRB1	Computer	\$919.00	\$0.00	\$0.00	\$919.00
S0426	C-234	Dell - Optiplex GX5200 - 1FBJRB1	Computer	\$919.00	\$0.00	\$0.00	\$919.00
S0428	C-225	Dell - Optiplex GX5200 - 5DBJRB1	Computer	\$919.00	\$0.00	\$0.00	\$919.00
S0430	C-232	Dell - Optiplex GX5200 - 8DBJRB1	Computer	\$919.00	\$0.00	\$0.00	\$919.00
S0432	T-221	Dell - Optiplex GX5200 - DDBJRB1	Computer	\$919.00	\$0.00	\$0.00	\$919.00
S0437	C-224	Dell - Optiplex 745 - G904401	Computer	\$1,000.00	\$0.00	\$0.00	\$1,000.00
S0438	SITE	Dell - Optiplex 745 - H8044D1	Computer	\$1,000.00	\$0.00	\$0.00	\$1,000.00
S0439	C-236	Dell - Optiplex C9044D1 - 26665775893	Computer	\$1,000.00	\$0.00	\$0.00	\$1,000.00
S0440	C-226	Dell - Optiplex D904491 - 28842558229	Computer	\$1,000.00	\$0.00	\$0.00	\$1,000.00
S0441	C-215	Dell - Latitude D630 - FZR04D1	Laptop	\$1,200.00	\$0.00	\$0.00	\$1,200.00
S0442	C-212	Dell - Latitude D630 - DZR04D1	Laptop	\$1,200.00	\$0.00	\$0.00	\$1,200.00
S0443	C-234	Dell - Latitude D630 - 40S04D1	Laptop	\$1,200.00	\$0.00	\$0.00	\$1,200.00
S0444	C-220	Dell - Latitude D630 - 5ZR04D1	Laptop	\$1,200.00	\$0.00	\$0.00	\$1,200.00
S0445	Tech Support	Dell - XEON Workstation - D3SC5D1	Computer	\$3,310.00	\$0.00	\$0.00	\$3,310.00
S0458	C-208	DELL - Computer 6ZVZ4J1 - Service Code: 15230717101	Computer	\$1,129.00	\$0.00	\$0.00	\$1,129.00
S0459	C-208	Dell - Optiplex 6ZW0J1 - 15230765053	Computer	\$1,129.00	\$0.00	\$0.00	\$1,129.00
S0464	STIM	Dell - LAPTOP - HKQ45K1	Computer	\$1,987.00	\$0.00	\$0.00	\$1,987.00
S0469	STIM	Computer - DELL Computer - C8MW4J1	Computer	\$945.00	\$0.00	\$0.00	\$945.00
S0482	C-218	DELL - Optiplex 780 - 780USFE	Computer	\$1,463.00	\$0.00	\$0.00	\$1,463.00
				\$68,558.73	\$0.00	\$0.00	
Total Amount of Property =							\$68,558.73

Number(s) of Items:

47	0	0
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Total Number of Sensitive Items on this Report:

47

Barcode	Location	Product Description	Type	Cost	TOTAL
			<5000	5000 to 50000	>50000
			\$120,168.44	\$0.00	\$0.00

Total Amount of Property = \$120,168.44

Number(s) of Items:

Total Number of Items on this Report:

Government-Furnished Property Purchased for Quality Assurance Auditors

	Item Description	Brand Name	Model	Serial No.	Price	Date	PO Ref. #	Quote #
1	Color Inkjet Printer	ImagePROGRAAF	iPF810	CS9037N	5117.14	9/13/2010	A2287316	556124470
2	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0028	807.49	9/13/2010	A2499936	556174104
3	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0044	807.49	9/13/2010	A2499936	556174104
4	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0051	807.49	9/13/2010	A2499936	556174104
5	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0054	807.49	9/13/2010	A2499936	556174104
6	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0062	807.49	9/13/2010	A2499936	556174104
7	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0064	807.49	9/13/2010	A2499936	556174104
8	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0065	807.49	9/13/2010	A2499936	556174104
9	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0071	807.49	9/13/2010	A2499936	556174104
10	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0096	807.49	9/13/2010	A2499936	556174104
11	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0108	807.49	9/13/2010	A2499936	556174104
12	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0114	807.49	9/13/2010	A2499936	556174104
13	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0124	807.49	9/13/2010	A2499936	556174104
14	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0125	807.49	9/13/2010	A2499936	556174104
15	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0127	807.49	9/13/2010	A2499936	556174104
16	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0146	807.49	9/13/2010	A2499936	556174104
17	DLP Projector	Optoma	EX330	Q8GW027AAAAAC0147	807.49	9/13/2010	A2499936	556174104
18	Photo Inkjet Printer	PIXMA	iP100	ABTB57584	201.99	9/13/2010	A1667458	556174104
19	Photo Inkjet Printer	PIXMA	iP100	ABTB57586	201.99	9/13/2010	A1667458	556174104
20	Photo Inkjet Printer	PIXMA	iP100	ABTB57587	201.99	9/13/2010	A1667458	556174104
21	Photo Inkjet Printer	PIXMA	iP100	ABTB57579	201.99	9/13/2010	A1667458	556174104
22	Photo Inkjet Printer	PIXMA	iP100	ABTB57581	201.99	9/13/2010	A1667458	556174104
23	Photo Inkjet Printer	PIXMA	iP100	ABTB57583	201.99	9/13/2010	A1667458	556174104
24	Photo Inkjet Printer	PIXMA	iP100	ABTB57482	201.99	9/13/2010	A1667458	556174104
25	Photo Inkjet Printer	PIXMA	iP100	ABTB57484	201.99	9/13/2010	A1667458	556174104
26	Photo Inkjet Printer	PIXMA	iP100	ABTB57496	201.99	9/13/2010	A1667458	556174104
27	Photo Inkjet Printer	PIXMA	iP100	ABTB57495	201.99	9/13/2010	A1667458	556174104
28	Photo Inkjet Printer	PIXMA	iP100	ABTB57497	201.99	9/13/2010	A1667458	556174104
29	Photo Inkjet Printer	PIXMA	iP100	ABTB57500	201.99	9/13/2010	A1667458	556174104
30	Photo Inkjet Printer	PIXMA	iP100	ABTB57582	201.99	9/13/2010	A1667458	556174104
31	Photo Inkjet Printer	PIXMA	iP100	ABTB57585	201.99	9/13/2010	A1667458	556174104
32	Photo Inkjet Printer	PIXMA	iP100	ABTB57588	201.99	9/13/2010	A1667458	556174104
33	Photo Inkjet Printer	PIXMA	iP100	ABTB57591	201.99	9/13/2010	A1667458	556174104

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	Item Description	Brand Name	Model	Serial No.	Price	Date	PO Ref. #	Quote #
34	Universal USB Docking Station			UPC #085896339304	100.79	9/13/2010	A3115634	556173141
35	Universal USB Docking Station			UPC #085896339304	100.79	9/13/2010	A3115634	556173141
36	8X Portable USB DVD-RW Drive w/Black Creator 10				69.29	9/13/2010	A3067877	556173141
37	8X Portable USB DVD-RW Drive w/Black Creator 10				69.29	9/13/2010	A3067877	556173141
38	Dell Latitude E6510 TAA No	Dell	E6510	HYDSMM1	1403.65	9/13/2010		556173457
39	Dell Latitude E6510 TAA No	Dell	E6510	HYDFNM1	1403.65	9/13/2010		556173457
40	Dell Latitude E6510 TAA No	Dell	E6510	HYCQMM1	1403.65	9/13/2010		556173457
41	Dell Latitude E6510 TAA No	Dell	E6510	HYDHPM1	1403.65	9/13/2010		556173457
42	Dell Latitude E6510 TAA No	Dell	E6510	HYCSMM1	1403.65	9/13/2010		556173457
43	Dell Latitude E6510 TAA No	Dell	E6510	HYDFMM1	1403.65	9/13/2010		556173457
44	Dell Latitude E6510 TAA No	Dell	E6510	HYDQMM1	1403.65	9/13/2010		556173457
45	Dell Latitude E6510 TAA No	Dell	E6510	HYDJPM1	1403.65	9/13/2010		556173457
46	Dell Latitude E6510 TAA No	Dell	E6510	HYDHNM1	1403.65	9/13/2010		556173457
47	Dell Latitude E6510 TAA No	Dell	E6510	HYDKPM1	1403.65	9/13/2010		556173457
48	Dell Latitude E6510 TAA No	Dell	E6510	HYDGMM1	1403.65	9/13/2010		556173457
49	Dell Latitude E6510 TAA No	Dell	E6510	HYDPMM1	1403.65	9/13/2010		556173457
50	Dell Latitude E6510 TAA No	Dell	E6510	HYDDMM1	1403.65	9/13/2010		556173457
51	Dell Latitude E6510 TAA No	Dell	E6510	HYFDMM1	1403.65	9/13/2010		556173457
52	Dell Latitude E6510 TAA No	Dell	E6510	HYFCMM1	1403.65	9/13/2010		556173457
53	Dell Latitude E6510 TAA No	Dell	E6510	HYCRMM1	1403.65	9/13/2010		556173457
54	Dell travel mouse with blue	Dell		qty 18 @ \$14.10 ea.	253.8	9/13/2010		556173457
55	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BCAL	198.37	9/13/2010		556174104
56	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BC9L	198.37	9/13/2010		556174104
57	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BBYL	198.37	9/13/2010		556174104
58	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BCBL	198.37	9/13/2010		556174104
59	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BBUL	198.37	9/13/2010		556174104
60	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BBVL	198.37	9/13/2010		556174104
61	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BCFL	198.37	9/13/2010		556174104
62	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-AHAL	198.37	9/13/2010		556174104
63	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BCDL	198.37	9/13/2010		556174104

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	Item Description	Brand Name	Model	Serial No.	Price	Date	PO Ref. #	Quote #
64	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07A-859S	198.37	9/13/2010		556174104
65	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-AF9L	198.37	9/13/2010		556174104
66	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BBWL	198.37	9/13/2010		556174104
67	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BC8L	198.37	9/13/2010		556174104
68	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-BBXL	198.37	9/13/2010		556174104
69	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07A-847S	198.37	9/13/2010		556174104
70	Monitor - widescreen 21.5	Dell	P221H	CN-0TYXD9-74445-07U-31QL	198.37	9/13/2010		556174104
71	Cases - printer/projector	CaseCruzer	KR2011-08CF	6 cases @159.00 ea.	954	12/9/2010		110-1209-022cj
72	Cases - laptops	CaseCruzer	KR2011-08F	16 cases at \$127.79 ea.	2,045	12/9/2010		110-1209-022cj
					50494.1			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M008	3. EFFECTIVE DATE October 1, 2010	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (if applicable)
ISSUED BY EMCBC - Carlsbad U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3345	CODE XCAO	7. ADMINISTERED BY (If other than Item 6) Vicki Diane Snow (575)234-7452		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Portage, Inc. 1075 S. Utah Ave. Suite 200 Idaho Falls, ID 83402-3325		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GSA Contract GS-10F0353M DOE Task Order DE-DT0001674	
			10B. DATED (SEE ITEM 13) July 2, 2010	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) NOT A FUNDING ACTION				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
XX C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.245.1 Government Property				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor _____ is not, <u>X</u> is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to add a labor category for the database specialist. The requirements for this position are in Section 2.16 of the statement of work; however, the labor category was inadvertently omitted from the pricing list when the solicitation was issued. See page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Kristi Buttkofer, Contracts Administrator</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki D. Snow, Contracting Officer		
Signature deleted see OMB-06-15, "Safeguarding Personally Identifiable Information"		Signature deleted see OMB-06-15, "Safeguarding Personally Identifiable Information"		16C. DATE SIGNED <i>3/10/2011</i>
15C. DATE SIGNED <i>3-2-11</i>				

The labor category for the database specialist is added effective October 1, 2010. The discounted GSA schedule rates and the minimum requirements for this position are incorporated into the Task Order as shown below.

Database Specialist, loaded hourly rates:

Period of Performance	Rate	DPLH	Price	NM GRT	Total Price
Oct. 1, 2010 - July 1, 2011	Exemption 4				
July 2, 2011 - July 1, 2012	Exemption 4				
July 2, 2012 - July 1, 2013	Exemption 4				
July 2, 2013 - July 1, 2014	Exemption 4				
July 2, 2014 - July 1, 2015	Exemption 4				
		Exemption 4	Exemption 4	Exemption 4	Exemption 4

Database Specialist, minimum requirements:

Three years' experience working with databases which includes: design, operation, and maintenance of databases. Knowledge of software quality assurance (SQA). Expert knowledge of structured query language (SQL).