

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.01 CONSECUTIVE NUMBERING

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

H.02 ACCESS TO DOE-OWNED OR LEASED FACILITIES

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:
1. Is or is suspected of being, a terrorist;
 2. Is the subject of an outstanding warrant;
 3. Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 4. Has presented false or forged identity source documents;
 5. Has been barred from Federal employment;
 6. Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 7. Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- (b) The Contractor shall assure:
1. In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.
 2. In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for

the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE - owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.03 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this Contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - 1. Information which, at the time of receipt by the Contractor, is in the 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 his 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 by it 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 Contracting Officer, 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 Contract.
- (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 Contract, and to supply a copy of such agreement to the Contracting Officer.
- (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 subcontracts.

H.04 CONSERVATION OF UTILITIES

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.05 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

- (a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.
- (b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit.

H.06 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

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

H.07 CONTRACTOR EMPLOYEE TRAINING

Mandatory training: The Contractor shall ensure that all employees that perform services under this Contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer or Contracting Officer's Representative (usually within 30 days of the first date of performance on this Contract and at least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.08 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this Contract, the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s), located in Section J of this solicitation, designated for Carlsbad, New Mexico and the surrounding area.

H.09 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2013)

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

H.10 MODIFICATION AUTHORITY

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

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

H.11 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The representations, certifications, and other statements of Offeror, completed by the Contractor, Dated September 10, 2013, are hereby incorporated by reference and made a part of this contract.

H.12 NO THIRD PARTY BENEFICIARIES

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any persons may have under applicable Federal statutes.

H.13 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

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

H.14 ORGANIZATIONAL CONFLICT OF INTEREST RESTRICTIONS

In performing or by performing this Contract, it is possible a potential or actual organizational conflict of interest may occur. Consequently, in accordance with FAR 9.502, restrictions may be placed on future activities of the successful Offeror, its employees and subcontractor Contractor's. The requirements at DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) apply to this Contract.

H.15 CONTRACTOR PERSONNEL REQUIREMENTS

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 may 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.

DOE Background Investigations are required for Contractor personnel assigned to work on-site. For those employees who were employed under the previous, security file must be updated to reflect the Contractor's information.

All contractor personnel will be required to obtain an access badge through the security office. This badge must be worn on outside clothing at all times while working at any DOE site. Any separated Contract personnel shall return badges to the cognizant DOE Security Office. The COR or Contracting Officer shall be informed by letter when employees no longer need access for whatever reason, or when a badge expires.

H.16 SECTION 8(A) DIRECT AWARDS

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Energy (DOE). Although SBA is not identified in Section A (Standard Form 26), SBA remains the prime contractor for this contract. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office for the 8(a) contractor is:

U.S. Small Business Administration
Alabama District Office
801 Tom Martin Drive Suite 201
Birmingham, Alabama 35211
SBA Requirement Number: 0593/13/303245/01

- (b) DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.

The contractor agrees:

(1) To notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) To comply with FAR 52.219-14, "Limitations on Subcontracting."

H.17 TRAVEL

The Contractor shall be entitled to reimbursement of the actual expenses incurred by its employees for lodging, meals and incidental expenses (M&IE), and transportation (airfare, rental

cars and/or other ground transportation) for travel related to the TRANSCOM requirements (e.g. meetings, training classes, technical meetings, and stakeholder interactions). All travel shall be approved by the Contracting Officer (CO) prior to any actual travel costs being incurred. Reimbursement shall be in accordance with applicable US Federal Travel Regulations using the standard rates established by the General Services Administration (GSA) for the locality where the contractor employee(s) are required to perform work in connection with this Contract. Travel costs will be reimbursed on an actual cost basis up to the not-to-exceed amount for the "Travel & Miscellaneous" CLINS (00006, 00011, 00016, 00021, and 00026) listed in the pricing schedules in Section B.04 for the Base Period and Option Periods 1 through 4.

H.18 MATERIALS

The Contractor shall be reimbursed on an actual cost basis for allowable and relatable materials for system design changes and upgrades up to the not-to-exceed amount for the "System Design Changes / Upgrade" CLINS (00005, 00010, 00015, 00020, and 00025) listed in the pricing schedules in Section B.04 for the Base Period and Option Periods 1 through 4. The Contractor shall submit to the Contracting Officer a request for material purchase with support documentation to include a description of the item, date needed, and any applicable market research for approval prior to incurring any cost.

H.19 ORDERING PROCEDURES

- (a) Only the CO identified in Section G.01 of the contract may issue task orders to the contractor, providing specific authorization or direction to perform work.
- (b) Prior to issuing a task order for System Design Changes/Upgrades, the COR may issue a request for a proposal from the Contractor which will contain a functional description of the work identifying the objectives or results desired from the contemplated work order, including any specific work products and deliverables.
- (c) Within 15 calendar days, or 30 calendar days as directed, after receipt of the COR's request, the Contractor shall submit a proposal conforming to the request which includes the technical description of the work and proposed schedule.
- (d) After review and any necessary technical clarifications, the COR will forward the proposal to the CO for evaluation and approval.
- (e) The Contractor shall submit monthly task order progress reports. At a minimum, the reports shall contain the following information:
 - 1. Task order number.
 - 2. Total task order price.
 - 3. For Time-and-Materials task orders, an itemized breakdown of cost and DLPHs incurred to-date.
 - 4. Significant issues/problems associated with each task order.
 - 5. Status of the schedule for each task order.

H.20 SAFETY IN THE WORK AREA

The Contractor shall take all reasonable safety precautions in the performance of the work under all task orders issued under this Contract.

H.21 WORKER SAFETY AND HEALTH PROGRAM

- (a) 10 CFR 851 sets forth the worker health and safety requirements for the conduct of contractor activities at DOE sites. A “DOE site” means a DOE-owned or –leased area or location or other area or location controlled by DOE where activities and operations are performed at one or more facilities or places by a contractor in furtherance of a DOE mission. A “Covered workplace” means a place at a DOE site where a contractor is responsible for performing work in furtherance of a DOE mission.
- (b) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace, and must comply with its approved WSHP and all applicable Federal and state environmental, health, and safety regulations. The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises.
- (c) The Contractor shall immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer’s Representative. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the Contracting Officer’s Representative.
- (d) The Contracting Officer will notify the Contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take corrective action.
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the Contract amount or extension of the performance schedule on any stop work order issued under this special Contract requirement.

H.22 EMPLOYEE CONCERNS PROGRAM

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of assuming full responsibility of the PWS that describes an Employee Concerns

Program (ECP) that implements all programmatic requirements in DOE Order 442.1A, and DOE Guide 442.1-1, Employee Concerns Program, and all superseding versions.

H.23 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
1. DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.
 2. The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.24 COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPv6), IN ACQUIRING INFORMATION TECHNOLOGY

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the Performance Work Statement of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such non-conformance and act in accordance with the instructions of the Contracting Officer.

H.25 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

As prescribed in the DOE Memorandum “Updated Guidance on Conference-Related Activities and Spending” insert this clause in all Management and Operations, cost reimbursement or time and material contracts:

The contractor is required to report and obtain approval from the Contracting Officer before incurring any costs associated with conference related activities. Conference expenses are defined as follows:

Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to contractors, travelers or others associated with the conference, but do not include funds paid under Federal grants or grantees. Conference expenses include any associated authorized travel and per diem expenses, rental or rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency or contractor through the conference.

H.26 COMPLIANCE WITH SECTION 508 OF REHABILITATION ACT OF 1973

Section 508 Electronic and Information Technology (EIT) Accessibility Standards, of the US Rehabilitation Act of 1973 applies to this contract. All EIT services and supplies for the implementation of TRANSCOM services shall be in full compliance with 36 CFR Part 1194, Electronic and Information Technology Accessibility Standards. Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Comparable access for all EIT services and supplies under this contract shall be provided to those Federal employees and general public with and without disabilities.

The Department has made the determination that the required EIT supplies or services under this contract apply to the following sections of the Standard: Subpart B 1194.21, Software applications and operating systems; Subpart B 1194.22, Web – Based Intranet and Internet Information and Applications; Subpart B 1194.26, Desktop and Portable Computers; and Subpart B 1194.24 Video and Multimedia Products. As such, the performance criteria listed in Subpart C of the Standard apply to all TRANSCOM EIT services and supplies. In accordance with Subpart D 1194.41 of the Standard, all information, documentation, and product support related to the applicable TRANSCOM EIT services and supplies relevant to Section 508 Standards will be

made available to end-users upon request in alternate formats, at no additional charge, unless an undue burden would be imposed on the agency.

The Contractor shall determine if EIT is commercially available or if software can be developed to meet the Section 508 requirements and shall provide this information to the Government before any hardware purchase or any major systems upgrade. The Government will make a decision regarding Section 508 before this effort is performed.

The Government has determined that the TRANSCOM system relies upon a visual interface which is critical to its performance. For the hearing-impaired, the TRANSCOM system can be used without audio aids while maintaining full functionality. The software applications that support the TRANSCOM system are compatible with electronic viewing aids, such as screen magnifiers and screen readers. One of the TRANSCOM system attributes is a mapping application. Since the majority of the information is graphical in nature, it does not allow for text-based descriptions of every data-point on the map. As much as reasonable, the status screen for shipments provides a text description of the position as related to the nearest geographical location (town/city, and State). When performing TRANSCOM system design changes / upgrades, the Contractor shall work with the Government to increase the level of accessibility required by Section 508 by providing costs estimates so that the Government can make a determination on meeting these requirements.

H.27 SUBCONTRACTS

- (a) Prior to the placement of subcontracts and in accordance with the clause entitled FAR 52.244- 6, "Subcontracts for Commercial Items (DEC 2010) ," the Contractor shall ensure that:
1. They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow-down applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in Part II, Section I of the contract;
 2. Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in the Representations, Certifications and Other Statements of the Bidder clause are received); and
 3. Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allow-ability of any cost revision of this contract or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.
- (b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. The subcontractor shall

perform no work until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.28 CONTRACTOR'S PROJECT MANAGER

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

H.29 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Carlsbad Field Office, P.O. Box 3090, Carlsbad, New Mexico, 88221, with a copy provided to the Contracting Officer.

H.30 GOVERNMENT FURNISHED FACILITIES AND SERVICES

- (a) The Government shall provide office space, utilities (including telephones, telephone service, faxing capabilities, internet services), equipment (including computers, monitors, printers), and office supplies for the Contractor's personnel at the CBFO. The Contractor may have to lease space and/or equipment and purchase supplies for the remaining personnel if DOE space becomes unavailable. If lease of space becomes necessary, the lease shall be reviewed by the CO before the Contractor enters the lease.
- (b) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any supplies, or equipment, furniture, fixtures, or other personal property items. It is anticipated that the Contractor has the facilities and resources necessary to support its activities other than those specified above to be furnished by the Government.
- (c) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems shall be furnished by the Government on an as-required basis. The Government shall also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H.31 PERSONNEL

The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, overseeing their performance, and assuring that the quality of services meets Government expectations. The Contractor shall hire only competent personnel to be used in the performance of this Contract. The DOE shall have the right to direct the Contractor to require the replacement of any employee of the Contractor who does not meet the training and certification requirements necessary to perform the work. Personnel assigned by the Contractor

shall also practice good standards of moral and ethical conduct that are acceptable to the Government.

H.32 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The Contractor is required to comply with the following in accordance with the applicable DOE Order:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The DOE Contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, Contractors, or subcontractors. The DOE Contractor employees should also report to the DOE IG any allegations of reprisals taken against DOE or DOE Contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;
- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

H.33 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

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

H.34 PAST PERFORMANCE EVALUATION AND CPARS RATING CATEGORIES

The DOE will submit past performance evaluations into the Contractor Performance Assessment Rating System (CPARS) at the end of each year. The DOE expects compliance with the terms and conditions of the contract and endeavors to develop a strong teaming arrangement with its contractors.

The following rating categories and definitions shall be used in assessing the contractor's performance via the CPARS system.

Rating	Description of Rating
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective

	actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

H.35 TITLE TO TRANSCOM SYSTEM SOFTWARE

The Contractor understands and agrees that the TRANSCOM software and processes for use of TRANSCOM Services were developed using Government funds. The Government has rights to use this software and the associated processes and all modifications thereto for government purposes. The Contractor shall request for approval from the DOE Contracting Officer before investing its own funds or resources into modifying the software or the use procedures for commercial purposes of for other Government contracts. In any event, any modification to the software or procedures shall be available for government use since the software and processes were initially developed using government funds. These requirements shall be flowed down to the Contractor's team member and all subcontractors. In no instance shall the Contractor make available to any entity other than DOE, the TRANSCOM system source code without prior written consent from both the Contracting Officer and the Contracting Officers Representative.

H.36 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The

U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.37 ENVIRONMENTAL AND ENERGY CONSERVATION CONSIDERATIONS

The contractor shall comply with energy use policies for the DOE-leased facility. The contractor shall adhere to a recycling program and to seek out materials produced from recycled materials.

H.38 ECONOMIC PRICE ADJUSTMENT—NEW MEXICO GROSS RECEIPT TAX

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the New Mexico Gross Receipt Tax (tax) either increases or decreases. The Contractor shall furnish this notice within 30 days of the change or within any additional period that the Contracting Officer may approve in writing, but not later than the date of the contract expiration. The notice shall include the Contractor's proposal for an adjustment in the tax to be negotiated under paragraph (b) below, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause of the change, effective date of the change, and the amount of any increase or decrease in the current tax.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) above, the Contracting Officer and the Contractor shall negotiate an adjustment to the contract tax and its effective date. The Contracting Officer shall modify this contract (1) to include the adjustment and its effective date and (2) to revise the tax to reflect the change, increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect of the increases or decreases in the tax. There shall be no adjustment for (i) supplies or services not affected by such changes, (ii) changes in unit prices other than those shown in the Schedule, or (iii) changes in the quantities shown in the Schedule for each item.

(2) No upward adjustment shall apply to services that are required to be performed before the effective date of the adjustment, unless the Contractor's failure to perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) Any adjustment under this clause to the tax shall be supported by appropriate documentation satisfactory to the Contracting Officer that demonstrates increasing or decreasing the current tax is appropriate.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the tax during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.