# U.S. DEPARTMENT OF ENERGY
# DELIVERY ORDER

| | | | |
|---|---|---|---|
| Part I – Contractor<br>Longenecker & Associates, Inc.<br>PO Box 3094<br>Del Mar, CA 92014 | | Part II- Contract Number (GSA FSS)<br>GS-10F-0479N<br>Task Order Number<br>DE-AD07-07ID60679 | |
| Task Title<br>Consulting & Facilitation Services for Advanced Nuclear Research | | Performance Period<br>09/14/2007 – 09/13/2008 | Task Order Mod. No.<br>A000 |
| Accounting and Appropriations Data<br>00550 2007 02 500201 61000000 25200 2720398<br>XID=41161 | | Name of Technical Monitor or COR<br>Jihad Aljayoushi<br>U.S.Department of Energy<br>Idaho Operations Office<br>1955 Fremont Avenue, MS 1222<br>Idaho Falls, ID 83415<br>208.526.8297<br>aljayoj@id.doe.gov | |
| Original Amount Obligated<br>$600,000 | Previous Mod Obligations<br>$ 0 | Current Mod Obligations<br>$ 0 | Total Obligations<br>$600,000 |

Part III (When additional space is required, use additional pages)
Continuation Pages Delivery Order – 4 pages
Statement of Work (SOW) – 5 pages

Page 1 of 10
(including SOW)

a. Description of Work to be Performed
The Contractor shall provide all labor necessary to complete the attached Statement of Work.

b. Schedule of Performance/Deliverables List and Due Dates
The Contractor shall provide the deliverables specified in the Statement of Work.

Part IV – Department of Energy

This delivery order assignment is issued pursuant to the provisions of Clause, Ordering Procedures, and Clause, Limitation of Funds, of the subject contract.

The Contractor is not ____ is X required to sign and return 1 electronic copy to the issuing office.

Signature of Contractor: _____ Date: _____ Typed Name of Contractor:
Longenecker & Associates
PO 3094
Del Mar, CA 92014

Signature of Contracting Officer: _____ Date: 9/13/07 Typed Name of Contracting Officer:
T. Wade Hillebrant

Delivery Order No. DE-AD07-07ID60679 "Consulting & Facilitation Services for Advanced Nuclear Research" is issued against GSA FSS contract number GS-10F-0479N. Longenecker & Associates is authorized to commence work, in accordance with the Statement of Work, effective September 14, 2007.

**DELIVERABLES:** (See attached Statement of Work for more details)

To be determined by individual activity assignments.

**PERIOD OF PERFORMANCE:**

September 14, 2007, through September 13, 2008. There are also two option periods to be exercised at DOE's discretion.

**DOE ID CONTRACTING OFFICER'S REPRESENTATIVE (COR):**

Jihad Aljayoushi
U.S.Department of Energy
Idaho Operations Office
1955 Fremont Avenue, MS 1222
Idaho Falls, ID 83415
208.526.8287
aljayoj@id.doe.gov

**DOE ID CONTRACT SPECIALIST:**

Ron Fellows
U.S.Department of Energy
Idaho Operations Office
1955 Fremont Avenue, MS 1221
Idaho Falls, ID 83415
208.526.0536
fellowrg@id.doe.gov

**ESTIMATED PRICE:**

The total estimated cost for this delivery order (assuming all options are exercised) is $12,000,000. This delivery order obligates $600,000. Total costs incurred shall not exceed this amount.

**LIMITATION OF FUNDS:**

Total funds in the amount of $600,000 are obligated herewith and are made available for payment of allowable costs in accordance with the GSA FSS GS-10F-0479N to be incurred for Delivery Order Number DE-AD07-07ID60679 for the period of performance. Allowable, allocable and reasonable costs will be reimbursed and receipts must be presented for costs associated with this procurement.

**CONTRACTOR:**

Longenecker & Associates is approved for use in this delivery order. The stated rates in their proposal shall not be exceeded without written approval from the Contracting Officer.

**INVOICING:**

The Contractor may either submit its invoice electronically through the Vendor Inquiry Payment Electronic Reporting System (VIPERS) at https://finweb.oro.doe.gov/VIPERS.htm and in accordance with the VIPERS instructions or send as indicated below and in accordance with clause 52.232-7. All submittals shall include the delivery order number.

If the Contractor should choose to submit their invoice through a means other than VIPERS, the original of each invoice shall be submitted to:

U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 4368
Oak Ridge, TN 37831

In addition, one copy of the invoice shall be mailed or e-mailed, along with any supporting documentation to the Contract Specialist and COR.

**DEAR 952.209-72 - ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)**

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

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which

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

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

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

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

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

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

(C) submit an unsolicited proposal to the Government which is

based on such information until one year after such information is released or otherwise made available to the public; and

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

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

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

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

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

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

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

(End of clause)

**DEAR 952.235-70 KEY PERSONNEL (APR 1994)**

The personnel specified in an attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the contracting officer: Provided, that the contracting officer may ratify in writing such diversion and such ratification shall constitute the consent of the contracting officer required by this clause. The attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

**NON DISCLOSURE AGREEMENT:**

The Department of Energy may, on a case-by-case basis, require the Contractor to obtain a Non-Disclosure Agreement from each person working on an activity authorized under this contract/task order. The Non-Disclosure Agreement form is attached.

# STATEMENT OF WORK (SOW)
# CONSULTING AND FACILITATION SERVICES FOR ADVANCED NUCLEAR RESEARCH

## Introduction:

This SOW describes activities that will be performed by a Contractor for the Department of Energy, Idaho Operations Office (DOE-ID) to provide consulting and facilitation services for advanced nuclear research for the Office of Advanced Nuclear Research (DOE-NE) and DOE-ID.

## Background:

DOE-NE and DOE-ID support national energy policy through review and assessment of civilian nuclear energy technology. They also plan research and development initiatives directed at addressing needs related to sustaining this important energy source. Current programs include the Generation IV Nuclear Energy Systems (GEN IV), Global Nuclear Energy Partnership (GNEP), and the Nuclear Hydrogen Initiative (NHI).

## Scope of Work:

In support of GEN IV, GNEP, NHI and other Nuclear Energy programs, the Contractor shall provide DOE-NE and DOE-ID technical assistance in the performance of engineering reviews and analysis, technical evaluations, regulatory reviews, cost estimating, program management, and management assessments. The Contractor shall provide all personnel, facilities, equipment and support required to perform the requirements of this SOW. Work scope may include, but is not limited to: engineering, design, cost and schedule reviews, and analysis of proposed nuclear facilities.

In accordance with (IAW) FAR 16.601(c)(1), Government Surveillance, the following method to ensure cost control will apply to any activity issued as a result of this RFP. Such surveillance by DOE-ID will encompass a letter of technical direction (via email) from the Contracting Officer's Representative (COR) to the Contractor with a specific activity assignment. The DOE Contracting Specialist (CS) will be copied on each request. Each letter of technical direction shall include, at a minimum, the following:

- Tracking number
- Title
- Description
- Anticipated period of performance
- Special requirements or considerations, e.g. security, travel, etc.

Upon receipt of the letter of technical direction, the Contractor shall provide the COR and the CS with a confirmation email within 3 days (unless prior arrangements are made) that provides

an estimate of the labor hours, labor mix, other direct costs (ODC's) and a total cost to complete the activity. The confirmation email must also include an estimation of the time it will take to complete the activity. The DOE COR and CS will then review, negotiate, and approve the submittal and provide authorization to proceed via email.

The following example activities describe typical support the Contractor will be required to provide:

1. Review, evaluate, and confirm the reasonableness of costs and schedules for proposed cold and hot spent nuclear fuel separations testing; advanced nuclear fuels testing; research and development (R&D) projects; and, facility design for test and production facilities. The evaluation must include analysis of the related R&D effort, required equipment, other costs, and a technical assessment of the proposed approaches and the potential of the reasonableness of success of the effort.

2. Provide summary reports based on evaluation of proposed testing, expected results, and related risks of the proposed fuel cycle as a whole. Recommendations will discuss confidence level in data, and whether results will provide sufficient data for an expected 2007-2010 Secretary of Energy recommendation on the need for a second repository for high level waste from spent nuclear fuel.

3. Review and evaluate for adequacy and completeness, system analysis of proposed process systems for separations, advanced nuclear fuels and transmutation.

4. Assist in reviewing, evaluating and developing plans and strategies for integration of the GNEP, GEN IV and NHI program.

    a. Review and evaluate current program controls.

    b. Provide recommendations for methods to trend program performance and to forecast potential areas of cost overruns, scope creep, and/or inability to meet schedules.

    c. Provide technical assistance in the development and continuous improvement of program management through assistance and recommendation on development and maintenance of program control procedures, program plans and strategies, and resolution of program reasonableness issues.

5. Provide assistance and advice in planning and evaluating the university research and fellowship programs.

    a. Provide coordination, facilitation and assistance in assessing program planning, test planning, directed research and development programs, and scientific and technical demonstrations carried out by university participants.

    b. Facilitate reviews of university research project proposals and progress reports.

**Point of Contact/Contracting Officer's Representative (COR):**

The COR will be identified upon award.

**Required Skills/Expertise:**

The Contractor must provide staff with recognized technical skills and expertise to perform the activities described within this statement of work (SOW). The Contractor must have internet and email accessibility that includes cyber security protection and encryption capabilities.

The independent capability must include subject matter experts in the areas of nuclear fuels development, spent fuel separations, transmutation, reactor and facility designs, and other related areas. Individuals performing work against this delivery order or activities issued as a result of this request must be independent of current program participants.

Job categories must include, but are not limited to:

Senior Program Management Consultant I - Master or Bachelor Degree with extensive specialized training applicable to this SOW. At least 20 years of specialized experience applicable to this SOW. Consultant is widely recognized in the Government or technical community as a leader. Able to provide highly specialized expert advice in facilitation services and/or project management.

Senior Program Management Consultant II – PhD or Master Degree with extensive specialized training applicable to this SOW. At least 30 years of specialized experience applicable to this SOW. Consultant is widely recognized as a national leader in areas applicable to this SOW. Able to provide highly specialized expert advice in facilitation services and/or project management.

Senior Technical Consultant I - PhD or Master Degree with extensive specialized training applicable to this SOW. More than 20 years supporting the private sector or Federal Government in engineering and science activities. Substantial management experience also required. Highly specialized consulting experience in strategic planning, project leadership, expert in current technology, industry outreach, etc.

Senior Management Consultant I – Minimum bachelor's degree in addition to formalized management training. Must have a minimum of 20 years private sector or Federal Government management experience. At least 10 or more years of management experience related to large commercial or Federal Government programs. Emphasis on organization evaluation and assessment, management consulting, technology application, large project structure and approach evaluation, etc.

Administrative Support - High School diploma/GED and specialized training. Minimum of 5-8 years administrative experience or office support. Duties include office management, training, employee orientation, database management, document control, basic accounting, conference planning, security administration, etc.

Job categories may not be filled by individuals not specifically identified in an offeror's proposal until rates and credentials are verified and approved. The actual titles of each job category may vary, but the skill sets required must be available.

**Security Considerations:**

In support of the above activities, access to classified spent nuclear fuel reprocessing and fuel fabrication information may be required in the conduct of specific activities. The Contractor shall provide a minimum of one subject matter expert with a DOE "Q" clearance.

Other security considerations will be defined by activity as applicable.

**Travel:**

Travel requirements will be defined by each activity assignment. Travel costs will be in accordance with current federal travel regulations. All travel requires prior COR approval in order to be considered for reimbursement.

**Work Location:**

The primary work location of the Contractor personnel supporting this SOW will be in Contractor space and will be defined by the Contractor. Accessibility to DOE Headquarters and DOE-ID is desirable. DOE will not provide workspace for Contractor employees.

**Environmental, Safety and Health Considerations:**

Environmental, Safety and Health Considerations will be in accordance with DOE policy and regulations.

**Period of Performance:**

Base Period: One Year

Option Periods: Two option periods of twelve months each.

**Deliverables:**

1. Monthly Technical Progress and Cost report.
   a. A summary report for all current activities by tracking number. Include cost/performance/schedule variance and rationale for each activity. A summary of costs (accrued, paid, invoiced) for the overall contract is also required.

b. Due by the 10th of each month.
c. Submitted electronically to the following e-mail addressees:

- TBD upon award
- TBD upon award

d. Each report will include the Delivery Order Number: DE-AD07-07ID60679.

2. Each activity assignment will specify additional deliverables, if applicable.

3. The Contractor shall notify the Contracting Officer (CO) and the COR in writing whenever it has reason to believe that the costs it expects to incur under this delivery order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far obligated to the delivery order by the Government. This notification applies to each activity individually as well as to the total delivery order as a whole. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in each individual activity where necessary.

**Performance Measures:**

Performance will be assessed based on the following performance measures.

- **Timeliness.** All deliverables shall be made on or before the delivery date specified in the activity assignment. Services for each activity shall be accomplished within the time specified.
- **Quality deliverables.** All work delivered shall meet all requirements for such deliverables as specified in the activity assignment. The Contractor shall track and provide a monthly financial report on all costs associated with any specified activity defined by the COR. The report shall include all hours worked, approved travel, and any approved supply or equipment purchases.
- **Cost control.** The contractor shall make all reasonable efforts to control costs and perform the required work within the approved cost estimates.

Acceptable performance is based on achieving all performance measures for each activity assigned by the COR and within the negotiated cost estimate and time specified.

DOE has the right to inspect all services IAW contract and order requirements. Inspections shall be performed in a manner that will not unduly delay or interfere with any work.

**Inherently Governmental Functions:**

The Government is intrinsically and exclusively responsible for certain inherent functions, any Contractor selected is not authorized to perform, or represent authority within these functions. DOE-ID remains responsible for final decisions and determinations related to these programs, including the procurement process. The Contractor is required to notify the DOE-ID CO if the

Contractor believes it is being asked to perform an activity that is inherently the Government's responsibility.

**INL Access Safety:**

The DOE-ID Idaho National Laboratory (INL), Advanced Mixed Waste Treatment Project (AMWTP), Spent Nuclear Fuel Disposition and Storage Project (SNFDSP) and Idaho Completion Project (ICP) contractors (hereafter referred as site contractors) are responsible for the safe conduct of operations at the INL and within facilities they occupy or control. Your work at the INL and any of these facilities must be performed in a manner that is consistent with the procedures established by these contractors that apply to site access controls, safeguards and security requirements, and the safe conduct of work. You will develop an interface agreement with the appropriate site contractor, subject to DOE-ID approval, on matters not governed by these procedures or where deviation from these procedures is necessary. You will also work cooperatively with the site contractors to clearly: 1) define, demarcate and document the boundaries within which work will be conducted; and, 2) define and document the respective roles and responsibilities with the site contractor relative to managing that work control boundary. Unless otherwise agreed, site contractor policies and procedures shall apply to the conduct of work outside your work boundary and your policies and procedures shall govern within that boundary. You are responsible for the training and safety of individuals working for you and are obligated to ensure their fitness for duty. You will notify the DOE-ID Contracting Officer's Representative of work activities and future work plans. You must also coordinate these activities and plans with the appropriate site contractor authority for the area in which you will be performing work and seek the approval of that authority prior to commencing work.

The INL has adopted the principles and core functions of Integrated Safety Management and the Voluntary Protection Program. Work performed by you or your subcontractors at the INL will be appropriately planned and controlled commensurate with the risks and hazards involved. At a minimum, your system for managing and controlling work shall include:

1) Definition of the scope of the work to be performed;
2) Identification of the hazards to be expected in the performance of the work, including hazards of the work and of the work environment;
3) Requirements and provisions for mitigation of those hazards;
4) Provisions for worker training in the identified hazards and controls;
5) A means for controlling the work to ensure that the effort remains within scope and that hazard mitigations are maintained; and,
6) Provisions for active worker involvement in job safety and fitness for duty

Normal work hours at the INL are from 7:00 A.M. to 5:30 P.M on Monday through Thursday. Normal work hours at the Idaho Falls facilities are from 7:00 A.M. to 5:00 P.M on Monday through Thursday and on alternating Fridays. Work outside of these hours shall require advance notification to, and approval from, the appropriate site contractor authority.

The Department of Energy (DOE) has primary responsibility for safety and health oversight only if you have a contract directly with DOE-ID. DOE-ID INL will conduct oversight within INL

site areas, including all site areas beyond facility boundaries. DOE-ID ICP will conduct oversight within ICP areas. The site contractors and all INL employees have the right to stop any activity, if continuation of that activity would either be considered an imminent danger situation or have a negative impact on the environment, safety or health of the site, the workers or the public. It shall be mandatory in the event of any such "stop work," that all work shall cease pending DOE-ID notification and resolution of the issue.

An imminent danger situation exists when any condition or practice could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through enforcement procedures.

A negative impact on the environment, safety or health of site workers or the public includes situations that result in unplanned releases to the environment, uncontrolled exposures to workers or the public, or programmatic failures that could result in these situations.

DOE-ID will resolve any disagreement between you and the site contractors regarding the application of these requirements.

Failure to meet these minimum safety expectations will require the development and submittal of a corrective action plan to the DOE-ID Contracting Officer and Contracting Officer's Representative. Continued failures may result in further adverse action. This clause does not affect all other obligations you have under law or contract to conduct activities in a manner that is safe to people and the environment.