



DLT FEDERAL BUSINESS SYSTEMS CORPORATION

DOE-SRNS

Contract No. DE-AC09-08SR22470

Basic ordering Agreement (BOA)

Staff Augmentation Services

Contract Number. C002684N

On-line access to contract ordering information, General Terms & Conditions for Commercial Purchases, SRNS-MS-2008-00017, Revision 3, dated April 12, 2011, are applicable to the BOA can be obtained by downloading from the Savannah River Site Internet Homepage at; http://www.srs.gov/general/busiops/PMMD/general_provisions.htm

DLT-FBSC CAPABILITES

OVERVIEW

About Us

DLT-FBSC provides Staff Augmentation Services to Federal, State & Local governments, as well as commercial sector entities. We provide customer focused, quality driven solutions to a wide range of our clients needs.

What We Offer

STRATEGIC STAFFING

- Highly skilled and cleared personnel for short turnaround contracts
- We support government agencies and contractors with Rapid Deployment

PROFESSIONAL ADMINISTRATIVE AND RELATED

Accountants & Auditors
Buyers, Procurement & Contracting Specialists
Computer Systems Analysts
Computer Security Engineers
Field Procurement Engineers
Financial Analysts
Material Engineers
Personnel & Labor Relations Specialists
Project Controls Engineers
Software Engineers
Subcontract Technical Representatives
Trainers
Other Professional Administrative & Related

ENGINEERS

Civil
Electrical
QA / Control

INFORMATION FOR ORDERING OFFICERS

1. Staff Augmentation Areas of Expertise We Offer:

- Professional Administrative and Related
- Engineers

2. Geographic Scope of Contract:

The BOA for Staff Augmentation Services Period of Performance is 09/09/2011 to 08/10/2013. Any TOA issued during the Effective Period of this BOA and not completed within that Effective Period shall be completed by DLT-FBSC within the time specified in the TOA. The BOA shall govern the DLT-FBSC's and SRNS's rights and obligations with respect to that TOA to the same extent as if the TOA were completed during the BOA's Effective Period.

Staff Augmentation personnel work under the direct supervision and control of SRNS (but remain employees of the DLT-FBSC) and are individually responsible for working safely and with technical competence to SRNS's procedures and processes.

3. Contractor's Ordering Address:

DLT FEDERAL BUSINESS SYSTEMS CORPORATION
1000 N. WEST STREET, UNIT 1200
WILMINGTON, DE 19801

Contractor's Payment Address:

DLT FEDERAL BUSINESS SYSTEMS CORPORATION
25055 RIDING PLAZA, UNIT 200
CHANTILLY, VA 20152

Government purchase cards will be acceptable for payment above the Micro purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned,

payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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The following telephone number/email can be used by ordering agencies to obtain technical and/or ordering assistance.

Ph: (703) 957-3279
Geoff.prosser@fbscgov.us.com

4. Liability for Injury Or Damage

DLT-FBSC will not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by DLT-FBSC, unless such injury or damage is due to the fault or negligence of DLT-FBSC.

5. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9:	A. Order/Modification Under Federal Schedule
Block 16:	Data Universal Numbering System (DUNS)
Number:	96-233-1745
Block 30:	Type of Contractor – Small, Woman-owned Business
Block 31:	Woman-Owned Small Business
Block 36:	DLT-FBSC Taxpayer Identification Number (TIN): 27-2381559

6a. CAGE Code: 5ZAH9

6b. DLT-FBSC has registered with the Central Contractor Registration Database.

7. Delivery Schedule

- a *TIME OF DELIVERY*: DLT-FBSC will deliver to destination, personnel within 30 calendar days after receipt of order (ARO), unless otherwise noted.

- b *EXPEDITED DELIVERY TIMES*: The expedited delivery time for services offered from TOA award is 3 calendar days after receipt of order (ARO).
- c *URGENT REQUIREMENTS*: When the TOA Award delivery period does not meet the bona fide urgent delivery requirements of an TOA award the agency is encouraged, if time permits, to contact DLT-FBSC for the purpose of obtaining accelerated delivery of personnel.

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8. Scope of Work

DLT-FBSC shall provide professional staff augmentation services as requested by Savannah River Nuclear Solutions, LLC (SRNS) in support of management and operations activities at the U.S. Department of Energy's Savannah River Site located near Aiken, South Carolina (SRS and/or the Site) in accordance with Contract No. DE-AC09-08SR22470. Performance shall be made only as authorized by Task Order Authorizations (TOAs) issued in accordance with the ordering procedures in this Basic Ordering Agreement (BOA). Funding commitments under this BOA are created solely through issuance of TOA's for the services specified. DLT-FBSC and SRNS shall hereafter be referred to as the "Parties," or if individually, then "Party." Work performed under this BOA 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)

9. SRNS End Users

- A. Technical direction for performance of the work under TOAs against this BOA shall be given by the assigned End Users in accordance with this article. The End User will be identified at the time of issuance of the TOA.
- B. Staff augmentation personnel work under the direct supervision and control of SRNS (but remain employees of the DLT-FBSC) and are individually responsible for working safely and with technical competence to SRNS's procedures and processes.
- C. Technical direction must be within the scope of the TOA. The End User is authorized to:
 - 1. Assign work within the scope of the TOA
 - 2. Redirect work as may be needed to accomplish SRNS missions
 - 3. Suspend work as may be needed to support SRNS missions
 - 4. Authorize overtime work within the overtime hours authorized in the TOA
 - 5. Approve time sheets for DLT-FBSC employees

The end user is not authorized to:

1. Extend the Period of Performance
2. Authorize overtime work in excess of the authorized overtime hours established in the TOA, or
3. Exceed the estimated hours authorized in the TOA.

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10. DLT-FBSC's Authorized Representative (SAR)

- A. DLT-FBSC shall designate a person who will be the SAR for technical and administrative performance of all work under the BOA. The SAR shall provide the principal point of contact between the DLT-FBSC and the Procurement Representative. All administrative support for technical personnel required to fulfill the scope of work shall be the responsibility of the DLT-FBSC.
- B. DLT-FBSC agrees that it will emphasize to its employees that they are employees of the DLT-FBSC and, as such, should look to the DLT-FBSC's Worker's Compensation Program to provide the remedy for any work related injuries. In addition, DLT-FBSC agrees to emphasize to its employees that they must work through DLT-FBSC to resolve any work-related issues in regards to, including but not limited to, payment and Period of Performance during their assignment at SRS.

11. Key Assigned Personnel

DLT-FBSC agrees that upon issuance of a TOA by SRNS, the individual DLT-FBSC employee identified in the TOA will not be reassigned without the written agreement of SRNS. Whenever, for any reason the individual is unavailable for assignment, SRNS may immediately terminate the TOA and proceed with obtaining a replacement from another source, or may allow the DLT-FBSC to replace such individual with an individual substantially equal in abilities and qualifications per SRNS's sole approval. The decision to terminate the task or allow a replacement shall be at the sole discretion of SRNS.

12. Early Termination of Task Order Authorizations

- A. In the event SRNS determines in its sole discretion that any of DLT-FBSC employees are performing unsatisfactorily, DLT-FBSC shall upon written notification from the Procurement Representative immediately remove that

employee from the site. Serious infractions that could be detrimental to the security of the Site and/or the health and safety of the DLT-FBSC's employee or other workers, including violations of safety procedures or creation of a hostile work environment, shall be cause for immediate release by SRNS without prior notice to DLT-FBSC.

- B. All costs incurred, as a result of unacceptable DLT-FBSC employees being removed or as a result of DLT-FBSC's personnel terminating for personal or any other reason(s) shall be at the DLT-FBSC's expense.

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- C. When termination is for the convenience of SRNS, and is no fault of DLT-FBSC's employee, such termination will be in accordance with the article of the terms and conditions, entitled "Termination for Convenience." SRNS shall only be liable for payment for services rendered before the effective date and time of termination.
- D. In the event it is advantageous to cancel a release by mutual agreement of SRNS and the DLT-FBSC, SRNS shall only be liable for payment for services rendered before the effective date and time of termination.
- E. Reimbursement of severance costs by SRNS, in any form whatsoever, will not be made.

13. Ordering Procedure

- A. Any services to be furnished under this BOA shall be initiated by issuance of a Request for Quotation (RFQ) in accordance with the following procedures authorized by the Procurement Representatives identified on the SRNS Internet Homepage. These Procurement Representatives will reference an RFQ number. TOAs will be issued on a fixed unit price basis using the fully loaded hourly labor rate established in accordance with paragraph C of this article 8.
- B. Upon identification of a need for a staff augmentation employee, the SRNS Procurement Representative will solicit the DLT-FBSC with an RFQ via e-mail to submit quotations under this BOA, as follows:
 - 1. The DLT-FBSC shall submit quotations to SRNS via e-mail in accordance with the instructions in the RFQ. The response time will normally be three (3) to five (5) working days from the day the RFQ is issued.
 - 2. Each quotation shall include a Candidate Qualification Summary (Attachment 2) which will be provided with each RFQ, a resume, and a fixed

hourly labor rate for each individual proposed. In addition, the DLT-FBSC shall submit as an attachment, a letter of authorization from the candidate, showing that the candidate has authorized the DLT-FBSC to submit his/her resume.

3. Unless specified otherwise, the fixed hourly labor rate will be all-inclusive (i.e. with no separate or additional charges for travel or per diem.) In addition, the quotation shall include, as a separate line item, an estimated amount for background checks in accordance with Special Terms and

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conditions article 22, Security, to be performed if specifically requested by SRNS only.

4. The DLT-FBSC will be invited to offer one or more candidates who meet the minimum requirements for the position and would maximize the value to SRNS.
 5. The SRNS End User, in conjunction with the Procurement Representative, will be responsible for evaluating the DLT-FBSC's resumes and will complete a technical evaluation which, if the candidate is selected, will be the basis for the Procurement Representative to enter into discussions and/or negotiations with the DLT-FBSC. Final approval of a candidate's acceptability will rest with the SRNS Procurement Representative.
 6. SRNS reserves the right to not issue a TOA even if the DLT-FBSC has submitted resumes which meet the minimum requirements for the position.
- C. The basis for awarding a given TOA will be simplified best value as detailed below:
1. There are two categories of evaluation criteria: Capability of the candidate to meet SRNS needs, and overall cost to SRNS.
 2. The capability and overall cost to SRNS criteria are of equal importance.
 3. SRNS will use its business judgment to determine the (a) the capability of the candidate, and (b) the trade off between Capability and Overall

Cost that promises the greatest value to SRNS. The determination will be at the sole discretion of SRNS and could result in award of the TOA to a DLT-FBSC with a greater than lowest price.

- D. Following discussions and negotiations, if appropriate, a TOA will be awarded by the Procurement Representative. Changes to a TOA will be made by written modification by the Procurement Representative.

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- E. Each TOA will identify the specific position description, the fixed hourly labor rates, the number of authorized hours, any authorized Other Direct Costs as defined herein, the start and end date, and the name of the DLT-FBSC employee selected to perform the work. Each TOA will contain a Not-to-Exceed amount from which payment will be made and will be signed by the Procurement Representative. A TOA will be considered “awarded” when the Procurement Representative signs it.
- F. All TOAs are subject to the terms and conditions of this BOA. In the event of a conflict between the BOA and the TOA, the TOA shall take precedence.
- G. **Former SRNS Employees:** To the extent possible, the DLT-FBSC is required to identify to SRNS, as part of the quotation, when a candidate is a former employee of SRNS. SRNS reserves the not to subcontract for such individuals.

14. Correspondence Procedures

- A. All correspondence regarding this BOA shall be addressed to the Procurement Representative. The Procurement Representative’s address is:

Savannah River Nuclear Solutions
Attn: Angela Williams
Building 730-4B Aiken,
SC 29808

Telephone No.: (803) 952-6164
Facsimile No.: (803) 952-6297
E-mail address: angela.williams@srs.gov

- B. The BOA may be amended from time to time, or an administrative letter may be

issued to change the Procurement Representative.

15. General Terms and Conditions

The DLT-FBSC shall strictly adhere to the General Terms and Conditions article pertaining to "Acceptance of Terms and Conditions" and shall flowdown the applicable commercial/technical/quality assurance requirements when utilizing Sub tier subcontractors and/or DLT-FBSCs.

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The items listed below can be obtained by downloading from the Savannah River Site Internet Homepage at "http://www.srs.gov/general/busiops/PMMD/general_provisions.htm" when so indicated. Copies are also available upon request from the Procurement Representative.

A. General Terms & Conditions for Commercial Purchases, SRNS-MS-2008-00017, Revision 3, dated April 12, 2011, are applicable to the BOA, Attachment 3.

B. Special Terms and Conditions for Commercial Purchases, SRNS-MS-2008-00018, Revision 3, dated, August 31, 2010, Articles 6, 7, 8, 9, 12, 13, 14, 16, 19, 22, 23, 25, 26, 29, 31, 32 are applicable to the BOA, Attachment 4.

16. Work Schedules

Staff augmentation employees shall work in accordance with the SRNS work schedules, including facility closure days (holidays and emergency closures) and early releases and late starts, unless directed otherwise by the End User.

17. Approval of DLT-FBSC Overtime

The DLT-FBSC shall obtain the Procurement Representative's approval prior to utilizing overtime that will be charged under the TOA. If the Procurement Representative has previously authorized a specified number of overtime hours in the TOA, the STR or End User has the authority to authorize the DLT-FBSC to perform overtime work within the limit of the overtime hours authorized in the TOA. The DLT-FBSC shall document approval of overtime on a timesheet, which will be submitted with the invoice for payment. The DLT-FBSC shall include with each invoice a summary of the hours by employee (straight and overtime) charged to the TOA.

18. Travel

From time to time, at SRNS's request, a DLT-FBSC employee may be required to perform business travel on behalf of SRNS. All such travel must be pre-approved in writing by the Procurement Representative. SRNS shall reimburse the DLT-FBSC for travel expenses incurred for business travel in accordance with the Travel Compensation Schedule, SRNS-MS-2008-00024, and Revision 4, Attachment 5.

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19. Payment

- A. Billable hours worked by DLT-FBSC employees must be recorded and approved in SRNS's Staff Augmentation Time Sheet System (SATS) or equivalent SRNS time keeping system. SNRS will provide reimbursement only for hours where productive work is performed. No reimbursement will be made to the DLT-FBSC for, but not limited to, time spent conducting personal business, DLT-FBSC company business, travel time to or from the work place assignment, or for any SRS closures, regardless of the cause.
- B. The DLT-FBSC shall invoice SRNS monthly. Invoice must be for full, not partial weeks. All invoices shall include, as a minimum:
- DLT-FBSC Name
 - BOA number
 - TOA number
 - Invoice period
 - DLT-FBSC employee name
 - Hourly rates
 - Charges for work as identified in the TOA
- Cumulative charges to date

Invoices that include price elements not contained in the TOA and/or are not in accordance with the requirements of this article will be returned unpaid. The DLT-FBSC shall provide separate invoices for labor and Other Direct Costs such as background checks and business travel expenses, as follows:

Labor:

Provide one (1) monthly invoice for hours worked. SRNS will compensate the DLT-FBSC only for hours worked as documented on the SRNS time sheets. The labor invoice must be accompanied by approved SRNS time sheets for the hours

being billed.

Other Direct Costs (if applicable):

Business Travel:

The invoice should summarize the expenses for business travel by category as follows:

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- Lodging
- M&IE
- Transportation

The following supporting information must accompany the invoice:

- Completed, signed SRNS Staff Augmentation Expense Reports (Attachment 6).
- Receipts for transportation and lodging expenses as required by the SRNS Travel Compensation Schedule (Attachment 5).

Background Checks:

The cost of a background check (when requested and authorized by SRNS) must be billed separately, and must be supported by a receipt.

- C. Invoices, with all supporting documentation, shall be sent electronically via e-mail to SRNS Accounts Payable at the following address:
srns-acctspay@srs.gov.
- D. In connection with any discount offered for payment, time will be computed from the receipt date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date on which an electronic funds transfer was made.
- E. Payments shall be by Electronic Funds Transfer (EFT) in accordance with the Article of the General Terms and Conditions entitled "Payment by Electronic Funds Transfer."
- F. Payment terms of **Net 30 Days** from receipt of undisputed invoice shall apply to the BOA

20. **Service Contract Act**

- A. The subcontract is subject to the Service Contract Act of 1965, as amended, in

accordance with the General Provisions. The DLT-FBSC and any lower tier subcontractor, shall pay each service employee not less than the minimum monetary wages and furnish fringe benefits in accordance with the wage determination(s) of Attachment 7. In the event the U.S. Department of Labor issues revisions to the wage determinations in the attachment, the DLT-FBSC may be entitled to an equitable adjustment in subcontract price.

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21. Hiring of DLT-FBSC Employees

SRNS may elect to extend an offer of direct hire to DLT-FBSC's employees. The extension of an offer and start date of direct employment may be made prior to the end of a TOA period of performance and six months after the TOA start date.

22. Limitations on Subcontracting

By execution of the BOA, the DLT-FBSC agrees that at least fifty-one percent (51%) of the TOAs for personnel shall be performed by employees of the DLT-FBSC.

If the DLT-FBSC enters into a teaming arrangement after award of this BOA, the DLT-FBSC must identify the arrangement and the company relationships must be fully disclosed to the Procurement Representative before the arrangement becomes effective. At SRNS' sole option, SRNS may exercise its right to terminate this BOA and any TOA hereunder as a result of DLT-FBSC entering into a teaming agreement of which SRNS does not approve.

If the DLT-FBSC entered into a teaming arrangement which was identified in the DLT-FBSC's Qualifications Criteria Form, the DLT-FBSC must notify the Procurement Representative immediately of any changes to the identified teaming arrangement.

23. Defense Priorities Allocation Rating

TOAs issued under this BOA are rated orders certified for national defense use, and all the provisions of the Defense Priorities and Allocations System Regulation (15 CFR 700) are required to be followed by the DLT-FBSC. This rating must be passed on to lower-tier DLT-FBSCs (subcontractors) in all cases to ensure delivery of the items required. TOAs are rated DO-E2.

24. First Aid Facilities

- A. The DLT-FBSC must arrange for its own first-aid treatment. However, where SRNS or the Government has first-aid facilities they will make available their first-aid facilities for the treatment of employees of the DLT-FBSC for emergencies while engaged in the performance of the Work under this BOA.
- B. If first-aid facilities and/or services are made available to the DLT-FBSC's employees then, in consideration for the use of such facilities and the receipt of such services, the DLT-FBSC hereby agrees:

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1. To release, defend, indemnify and hold harmless SRNS the Government and their authorized representatives, successors, or assigns, and all of their officers and employees from and against any and all claims, demands, liabilities, including attorney's fees, arising from the receipt of such services or the use of such facilities by DLT-FBSC's employees, except for claims and demands arising out of the sole active negligence of SRNS the Government or any of their representatives.
2. Upon receipt of any notice from SRNS or the Government of any such claim, demand or liability being pursued against SRNS or the Government, to not only undertake the defense of such claim, demand, or liability, but also upon entry of judgment, to make any and all payments necessary thereunder, and
3. That in the event any of the DLT-FBSC's employees require off-site medical services, including transportation thereto, the DLT-FBSC shall promptly pay for such services directly to the providers thereof.

25. Authorized Personnel

Only the Procurement Representative identified in Article 9 herein is authorized to make changes to this document. Such changes shall be made per article 18, entitled "Changes" of the General Terms and Conditions.

26. Closeout of Task Order Authorizations

Sixty (60) days after completion of work on all TOAs hereunder, the DLT-FBSC agrees to discharge SRNS from all liabilities and claims in law and equity arising out of or in connection with SRNS for the TOA.

27. Attachments

The following attachments are incorporated into and made part of the BOA:

The items listed below can be obtained by downloading from the Savannah River Site Internet Homepage at http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm, when so indicated. Copies are also available upon request from the Procurement Representative.

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Attachment 1	Task Order Authorization (TOA)
Attachment 2	Candidate Qualification Summary
Attachment 3	General Terms and Conditions – SRS Homepage
Attachment 4	Special Terms and Conditions – SRS Homepage
Attachment 5	Travel Compensation Schedule – SRS Homepage
Attachment 6	SRNS Staff Augmentation Travel Expense Report
Attachment 7	Wage Determination No. 2005-2135, Rev. 12

28. Entirety

This document and the attachments specifically referred to herein embody the entire BOA and understanding between SRNS and the DLT-FBSC covering the work to be performed hereunder, and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. No change hereof shall be of any force or effect unless (1) reduced to writing, (2) signed by both Parties hereto, and (3) expressly referred to as being a change to this subcontract.

Acknowledgment

An authorized representative of the DLT-FBSC shall acknowledge receipt of the BOA by signing all copies in the space provided on Page 1 and returning one copy within five (5) days to the Procurement Representative. Acknowledgment confirms acceptance of all terms and conditions set forth in the BOA.