

*Redacted*

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES <b>1</b>   <b>101</b>	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>DE-AM26-05NT41816</b>		3. EFFECTIVE DATE <b>December 1, 2004</b>	4. REQUISITION/PURCHASE REQUEST PROJECT NO. <b>DE-RP26-05NT41816.000</b>		
5. ISSUED BY <b>U.S. Department of Energy, National Energy Technology Laboratory</b> <b>Attn: Joseph Saunders</b> (304) 285-4298 <b>P.O. Box 880, 3610 Collins Ferry Road, Morgantown, WV 26507-0880</b>		6. ADMINISTERED BY (if other than Item 5) CODE <b>See Block 5</b>			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State, and ZIP Code) <b>Technology and Management Services, Inc.</b>  <b>1875/ north frederick Road</b> Phone: (301) 670-6390 <b>Gaithersburg, Maryland 20879</b> Fax: (301) 670-1942 <b>DUNS # 09-535-4643</b>			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			ITEM <b>See Clause G.2</b>		
11. SHIP TO/MARK FOR CODE <b>See Section D.</b>		12. PAYMENT WILL BE MADE BY CODE <b>See Clause G.2</b>			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Technology and Management Support (TAMS) Services in support of the National Energy Technology Center.				
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$21,955,865.00</b>

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>DE-RP26-04NT41816</b> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER <b>James C. Knudsen</b>	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA <b>Original Signed by</b>	20C. DATE SIGNED <b>Nov. 1, 2004</b>
By _____ (Signature of person authorized to sign)		By _____ (Signature of person authorized to sign)	

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**SECTION A - SOLICITATION/CONTRACT FORM**

1. The position descriptions provided by the Contractor in Exhibit B-2 are hereby incorporated into the contract as Attachment F and replaces in its entirety the position descriptions provided in the solicitation. These position descriptions establish the minimum qualifications for these labor categories on this contract. These are the predominant positions anticipated to be needed under this contract. The Government/Contractor are not limited to the labor categories listed in Section J.7 only. Additional categories may be required in the future as necessary and should be requested in the Contractor's task management plan.
2. The period of performance for subject Contract is as follows:  

Base Year Period	December 1, 2004 through November 30, 2007
Option Period I	December 1, 2007 through November 30, 2009, if exercised

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SERVICES BEING ACQUIRED - TASK ORDERS (JUNE 2003)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work for the term specified in Part I, Section F as specified in actual task orders awarded in accordance with Part I, Section H, clause entitled "Ordering Procedures."

Item 1 - Services entitled "Technical and Management Support (TAMS) Services for the National Energy Technology Laboratory (NETL)" in accordance with Part III, Section J, Attachment A, Statement of Work/Performance Work Statement.

Item 2 - Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist".

**B.2 TOTAL ESTIMATED COST/MAXIMUM AVAILABLE PERFORMANCE FEE POOL (MAY 2003)**

- (a) The total estimated costs are as follows:

Base Period (36-months)	\$20,180,023.00 (estimated)
Option Period I (24-months)	\$13,980,163.00 (estimated)

- (b) The maximum available performance fee pool is as follows:

Base Period (36-months)	
Option Period I (24-months)	

\*Under CPAF task orders, all fee shall be at risk; there shall be no base fee.

<sup>1</sup>Each individual task order will establish the maximum fee pool available for each task per evaluation period. The total aggregate maximum fee pool shall not exceed the maximum pool established in this clause.

**B.3 CEILING PRICE OF CONTRACT (JUL 1991)**

The ceiling price of this contract, inclusive of Fixed and Award Fee is \$21,955,865.00. All orders including CPFF, CPAF, and FFP count against this ceiling.

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**B.4 ESTIMATED LEVEL OF EFFORT (JUNE 2003)**

The Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

<u>PERIOD</u>	<u>DPLH</u>
[ Base Period (36-months) ]	[ 351,000 ]
[ Option Period 1 (24-months) ]	[ 234,000 ]

Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences. The DPLH indicated above are provided for estimating purposes and are based on 1,800 man-hours per year. Changes in programmatic requirements may cause a substantial increase or decrease in the number of DPLH. The Contractor shall be required to provide all DPLH which may be needed to complete the Task Orders issued during the term of the contract. However, the Contractor shall not proceed beyond the estimated DPLH unless authorized to do so in a contract modification issued by the Contracting Officer.

Nothing in this clause shall be construed to constitute authorization for work not in accordance with the "Limitation of Cost", "Limitation of Funds", "Completion Dates", or "Term of Contract" clauses of the contract.

**B.5 TYPES OF TASK ORDERS (AUG 2003)**

Task Orders issued under this contract will be either Cost-Plus-Fixed-Fee, Cost-Plus-Award-Fee, or Firm Fixed Price Task Orders in accordance with the terms and conditions set forth in Section H of this contract. Task Orders issued under this contract will be performance-based. Each task order will describe performance expectations.

(a) Cost-Plus-Fixed-Fee Task Orders

Task Orders may be issued to require the Contractor to complete a specific task (or tasks) for cost plus a fixed fee. The fixed fee shall be determined on an individual task basis. If a task will be issued on a cost-plus-fixed-fee basis, the Contractor will be requested to propose the fee amounts at the time proposals are requested for the task. The amount of fixed fee for each task order is subject to negotiation.

(b) Cost-Plus-Award-Fee Task Orders

Task Orders may be issued to require the Contractor to complete a specific task (or tasks) for cost plus an award fee. The maximum award fee pool shall be determined on an individual task basis. If a task will be issued on an award fee basis, the Contractor will be requested to propose the award fee amount at the time proposals are requested. The amount of award fee for each task order is subject to negotiation.

(c) Firm Fixed Price Task Orders

Task orders may be issued to require the Contractor to complete a specific task (or tasks), for a firm fixed price. The Contractor's task order proposal for firm fixed price completion task orders shall indicate the proposed DPLH and the labor categories utilized. ODC and travel costs required for performance of the task order shall be included in each specific task order proposal, as well as any profit. The total of all task orders issued as Firm Fixed Price task orders shall not exceed ten (10) percent of the total estimated costs as established in B.2.

**B.6 OPTION TO EXTEND SERVICES**

The Government may require continued performance of any services within the limits and at the rates specified in

the contract. These rates may be adjusted in accordance with the pricing requirements of FAR 8.707. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of the end of the contract period. Primary application of this authority would occur if delays in awarding a successor contract at the scheduled completion of this award were apparent.

**B.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within the term of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

**B.8 DISTRIBUTION OF PERFORMANCE AWARD FEE (JUNE 2003)**

The total amount of award fee available for CPAF task orders under this contract is assigned as follows:

FEE PERIOD	EVALUATION BEGINNING DATE	EVALUATION ENDING DATE	PLANNED VALUE	AVAILABLE AWARD FEE	FEE EARNED
1	12/01/2004	03/31/2005	*	*	**
2	04/01/2005	09/30/2005	*	*	**
3	10/01/2005	03/31/2006	*	*	**
4	04/01/2006	09/30/2006	*	*	**
5	10/01/2006	03/31/2007	*	*	**
6	04/01/2007	09/30/2007	*	*	**
7	10/01/2007	11/30/2007	*	*	**

In the event of the Government exercising an option period, Fee Period 7 Evaluation Ending Date may be extended to include four (4) months evaluation period of the option period. In the event of contract termination, either in whole or in part, the amount of award fee available shall be a pro-rata distribution associated with evaluation period activities or events as determined by the Contracting Officer.

\* The Planned Value and Available Award Fee shall be filled in upon the completion of available award fee negotiations for each evaluation period identified. The total available award fee for a period will be the sum of the award fee pools from all active CPAF task orders during the evaluation period.

\*\*The Fee Earned column shall be filled in based on the total amount of fee earned in accordance with the PEP for each evaluation period identified.

**TASK ORDERS PLACED IN ACCORDANCE WITH CLAUSE H.12 – ORDERING PROCEDURES (DEC 2000) WILL INCLUDE CLAUSE B.9. FUNDING WILL BE PROVIDED AT THE INDIVIDUAL TASK ORDER LEVEL AND NOT AT THE BASIC CONTRACT LEVEL.**



**B.9 LIMITATION OF FUNDS -- COST PLUS AWARD FEE (AUG 2003)**

Pursuant to FAR 52.232-22, "Limitation of Funds," total funds in the amount of \$[To Be Specified On Individual Task Orders ] are obligated herewith and made available for payment of allowable costs and award fee to be incurred from the effective date of this task order through the period estimated to end [To Be Specified On Individual Task Orders ].

**B.10 ANNUAL INDIRECT RATE SUBMISSIONS (MAY 1994)**

(a) Introduction

(1) Indirect billing, revised billing (as necessary), and final rate agreements must be established between a Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the cost reimbursement type contract. These indirect rate agreements allow a Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(2) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with their approved accounting system. Revised billing rates allow a Contractor or DOE to adjust the approved billing rates, based upon updated information, in order to prevent significant over or under billings. Revised billing rates, once established, are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings which used the previously approved billing rates.

(3) A final indirect rate proposal represents the indirect rate expenses actually incurred during a fiscal year and the actual business base experienced. Once established they are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings if the established final rates differ from the previously approved billing rates.

(4) FAR 42.703(a) stipulates that "A single agency [see FAR 42.705-1(a)] shall be responsible for establishing indirect cost rates for each business unit. These rates shall be binding upon all agencies and their contracting offices, unless otherwise specifically prohibited by statute." This single Government agency is referred to as the Cognizant Federal Agency (CFA). The CFA is normally the Federal agency which has the largest unliquidated contract dollar amount by fiscal year with a Contractor.

(5) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and both FAR Subpart 42.10 and DEAR 942.10, "Negotiating Advance Agreements for Independent Research and Development/Bid and Proposal Costs."

(6) Sections (b) and (c) or (d) of this clause define the requirements to be followed by the Contractor in establishing indirect rates for contracts when DOE is the CFA and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(b) Requirements whether or not DOE is the CFA

(1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, "Cost Accounting Standards," FAR Part 31 and DEAR 931, "Contract Cost Principles and Procedures," in effect as of the date of this contract.

(2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the DOE Indirect Rate Contracting Officer (IRCO). These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the DOE IRCO.

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(3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the DOE IRCO until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the DOE IRCO that use of said rates would not provide for an equitable recovery of indirect costs. In those instances the DOE IRCO will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

(4) All Indirect Rate agreements and correspondence shall be submitted to:

U.S. Department of Energy  
National Energy Technology Laboratory  
626 Cochrans Mill Road  
P.O. Box 10940  
Contracting Officer for Indirect Rate Cost Management  
Building 921-107  
Pittsburgh, PA 15236-0940

(c) Requirements when DOE is the CFA

(1) No later than 90 days after the close of its fiscal year, the Contractor shall identify to the DOE IRCO all of its contracts with Federal agencies, either as a prime or as a subcontractor (any level), and provide the following information for those contracts:

Name of Federal Agency  
Contract Number  
Contract Value (total and by fiscal year)  
Period of performance  
Type of contract (CPFF, FFP, etc.)

(2) In accordance with the "Allowable Cost and Payment" clause (DEAR 952.216-7) the Contractor, as soon as possible but not later than 90 days after the close of its fiscal year, shall submit to the DOE IRCO, identified in paragraph (b)(4) of this clause, a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. The Contractor's failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of the vouchers.

(3) The settlement of the final indirect rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.

(4) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the DOE IRCO. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the cognizant DOE IRCO (see FAR 42.704).

(5) The Contractor shall provide to the DOE IRCO annually, no later than 30 days after the close of its fiscal year, a billing rate proposal for the ensuing fiscal year, with supporting data. Failure to provide the required rate proposals in a timely fashion may impact payment of vouchers and could ultimately result in suspension of the indirect expense portion of vouchers.

(6) If the projected indirect expenses or bases change substantially during any fiscal year, the Contractor shall notify the DOE IRCO in writing and request an adjustment to the indirect billing rates. Upon review of the revised billing rate proposal the DOE IRCO may adjust the previously approved billing rates. Such adjustments will apply retroactively to all billings containing the previously approved rates for the fiscal year in question and the Contractor shall make all appropriate adjustments on its next voucher.

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(d) Requirements when DOE is not the CFA

(1) When another Federal Agency or a different DOE Office has the CFA responsibility for the establishment of indirect rates with the Contractor, the Contractor shall provide a copy of the rate proposals, including all supporting documentation, submitted to the CFA. These submittals to DOE shall be within the time periods established within paragraphs (c)(2) and (c)(5) of this clause unless a written request for an extension is submitted by the Contractor and granted by DOE. Failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of vouchers.

(2) The Contractor shall provide copies of all rates established by that CFA and any correspondence related to indirect rates to the DOE IRCO. It is imperative that the DOE IRCO be provided signed copies of all rate agreements established by the CFA since these agreements must be in the possession of, reviewed, and acknowledged by the DOE IRCO before any rates contained therein can be used by the Contractor for cost reimbursement.

(3) The Contractor shall identify, if known, the Cognizant Federal Agency (CFA) responsible for the establishment of indirect rates, factors, and Facilities Capital Cost of Money Rates.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 STATEMENT OF WORK (NOV 1997)**

The Statement of Work is located in Part III -- Section J, Attachment A to this contract.

**C.2 REPORTS (MAY 1998)**

Reports shall be prepared and submitted in accordance with the reporting requirements described in Part III -- Section J, Attachment B and as required by Task Orders issued against this contract. The Task Orders issued will include instructions on submitting deliverables required under that Task Order.

**SECTION D - PACKAGING AND MARKING**

**D.1 PACKAGING (FEB 1999)**

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by A (As required) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer except for those reports coded A.

**D.2 MARKING (JAN 1999)**

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

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the

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delivered item(s).

- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

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

### **SECTION E - INSPECTION AND ACCEPTANCE**

#### **E.1 INSPECTION (NOV 1997)**

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

#### **E.2 ACCEPTANCE (MAR 1999)**

Final acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer.

#### **THE FOLLOWING CLAUSE E.3 PERTAINS ONLY TO COST-REIMBURSABLE TASK ORDERS ISSUED AGAINST THIS CONTRACT.**

#### **E.3 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)**

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

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

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

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may -

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

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

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

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

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- (2) Terminate the contract for default.

**THE FOLLOWING CLAUSE E.4 PERTAINS ONLY TO FIXED-PRICED TASK ORDERS ISSUED AGAINST THIS CONTRACT.**

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

- (a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE (BASE CONTRACT WITH OPTION(S)) (JUNE 2003)**

**BASE CONTRACT**

The work to be performed under the Base Contract (Reference Part I, Section, B) shall commence on the effective date of the contract and shall continue for 36 months.

NOTE: The Government may elect not to exercise the option.

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**OPTION PERIOD I**

If Option Period I is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of 24-months from the effective date of the exercised option. This includes time for submission of all reports and review of those reports by DOE.

**F.2 EXERCISE OF OPTION(S) (NOV 1997)**

The Department of Energy has included an option to purchase additional quantities of supplies or services and to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's performance under this contract.

**F.3 PRINCIPAL PLACE OF PERFORMANCE - NETL (JULY 2003)**

The principal place of performance under this contract shall be at the National Energy Technology Laboratory located in Morgantown, WV and Pittsburgh, PA. NETL is a geographically dispersed organization, therefore the Contractor may be required to travel between, and provide services to various other NETL or DOE locations in the United States.

**F.4 52.242-15 STOP-WORK ORDER. (AUG 1989)**

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CORRESPONDENCE PROCEDURES (FEB 2000)**

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

(a) Technical Correspondence

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

(b) Property Correspondence

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

(c) Indirect Rate Correspondence

All correspondence relating to the establishment, revision, and negotiation of billing and final indirect cost rates shall be addressed to the Contracting Officer for Indirect Cost Rate Management, with information copies of the correspondence to the DOE Contract Specialist.

(d) Other Correspondence

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

(e) Subject Line(s)

All correspondence shall contain a subject line commencing with the contract number, i.e., DE-AM26-05NT41816, and identifying the specific contract action requested.

### **G.2 SUBMISSION OF VOUCHERS/INVOICES (APR 2001)**

(a) Voucher Form (SF 1034)

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

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

- (1) Name and address of Contractor/vendor
- (2) Invoice date
- (3) Contract number or other authorization for delivery of property or service
- (4) Description, price and quantity of property and services actually delivered or rendered
- (5) Shipping and payment terms
- (6) Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (7) Name (where practicable), title, phone number and complete mailing address of the person to be notified in the event of a defective invoice.
- (8) Other substantiating documentation or information as required by the contract.

(b) Supporting Documentation

The Invoice Detail Report referenced in Section J, Attachment B, must be provided as support documentation with each invoice. This is in addition to the frequency of report submission indicated in the Reporting Requirements Checklist, Section J, Attachment B. This report is required to be submitted as an attachment to the invoice and also submitted in accordance with the reporting requirements to the individuals indicated on the distribution list provided during the post award debriefing.

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(c) Submission of Voucher

Submit one copy of the original voucher including the Supporting Documentation to the following payment office:

U. S. Department of Energy  
Oak Ridge Financial Services Center  
P. O. Box 4787  
200 Administration Road  
Oak Ridge, TN 37831

In addition, submit two copies of the voucher including the Supporting Documentation to the following address:

U. S. Department of Energy  
National Energy Technology Laboratory  
ATTN: Accounts Payable  
3610 Collins Ferry Road, P.O. Box 880  
Morgantown, WV 26507-0880

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(d) **Billing Period**

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

(e) **Payment Method**

In accordance with Mandatory Information for Electronic Funds Transfer Payment, payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as "Vendor Express."

(f) **Defective Invoices**

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

(g) **Status of Payments**

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

**G.3 NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR (DEC 1999)**

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

**G.4 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS (JUNE 2003)**

All costs incurred by the Contractor under this contract shall be segregated by each Task Order. The Contractor shall, therefore, establish separate "Job Order Accounts and Numbers" for each task order issued and shall record all incurred costs in the appropriate job order account assigned to each Task Order.

There shall be no co-mingling of costs between Task Orders.

**G.5 PAYMENT OF PERFORMANCE AWARD FEE (JUNE 2003)**

The Government will promptly make payment of any award fee earned upon submission by the Contractor to the Contracting Officer, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment shall be made based upon an authorization letter from the Fee Determination Official (FDO) and without the need for a contract modification.

**THE FOLLOWING CLAUSE G.6 PERTAINS ONLY TO COST PLUS FIXED FEE TASK ORDERS  
ISSUED AGAINST THIS CONTRACT.**

**G.6 PAYMENT OF FIXED FEE (LEVEL-OF-EFFORT TASK ORDERS)**

The fixed fee specified in the Task Order clause entitled, "Estimated Cost and Fixed Fee" shall be paid to the Contractor on the basis of the number of Direct Productive Labor Hours (DPLH) delivered relative to the number of DPLH set forth in the clause entitled, "Estimated Level of Effort", Section B, clause B.4.

The amount of fixed fee earned and payable under the contract, prior to final payment, shall be the amount derived by dividing the total number of DPLH delivered to date under the contract by the total number of DPLH to be delivered under the contract, and multiplying the result by the total fixed fee set forth in the clause; provided, however, that this amount does not exceed 85% of the fixed fee specified in the Task Order clause entitled "Estimated Cost and Fixed Fee" (See FAR 52.216-8 Fixed Fee).

The total amount of fixed fee earned under this contract upon its expiration shall be 100% of the fixed fee set forth in the Task Order clause entitled "Estimated Cost and Fixed Fee"; provided, however, that the number of DPLH delivered under the contract equals or exceeds 90% of the total DPLH to be delivered under the contract (See the clause entitled "Estimated Level of Effort").

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 CONSECUTIVE NUMBERING (JAN 1999)**

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

**H.2 TECHNICAL DIRECTION (JUNE 1998)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
- (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or

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- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
  - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or
  - (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I".

### **H.3 MODIFICATION AUTHORITY (NOV 1997)**

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

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

### **H.4 GOVERNMENT PROPERTY AND DATA**

- (a) 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 equipment (including office equipment), furniture, fixtures or other personal property items.
- (b) Acquisition Authorization Requirements
  - (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such items on the "Government-Furnished Property List" and only as directed by the CO or their designee.
  - (2) In the event the Contractor acquires and direct charges property to this contract, the Contractor shall be required to ensure the property is entered into the Property Administration Management System (PAMS) and indicates the Purchase Order number utilized to acquire the property.
  - (2) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.

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(3) Any changes in the acquisition authorization shall be reflected in a revision of the "Government-Furnished Property List".

(4) Authorization to acquire does not constitute consent to the placement of a subcontract.

(c) Government-Furnished Property and Data

(1) Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the "Government-Furnished Property List" shall be furnished.

(2) The current "Government-Furnished Property List" is located on the Internet at <http://www.netl.doe.gov/business/solicit/ssc2003/index.html> and will be available for Contractor access at this site during the solicitation phase of this contract.

(3) The "Government-Furnished Property List" is considered a living document and is maintained through the Property Administration Management System (PAMS). The Contractor will designate an authorized representative who will have limited access to the PAMS for the purpose of updating the property list and acquiring property reports. The most current "Government-Furnished Property List" can be obtained through the report capability in the PAMS as property assigned to this contract.

(4) No less frequently than annually, the Contractor will complete a physical inventory of property furnished. The inventory will be reconciled with the Government and adjustments, if necessary, will be made to the PAMS.

(5) The "Government-Furnished Property List" as maintained in the PAMS is incorporated into this contract by reference in its entirety. No hard copy of the Government-Furnished Property List will be attached to this contract.

(6) Administration of the Government-Furnished Property and the PAMS will be the responsibility of the Organizational Property Management Officer and/or the Government Property Administrator.

(d) Reporting Requirements

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

**H.5 MOVEMENT OF GOVERNMENT PROPERTY OFF-SITE -- NETL**

No Government-owned property, equipment, or materials will be removed from the National Energy Technology Laboratory without prior written permission from the CO or designee.

**H.6 GOVERNMENT PROVIDED SERVICES (JUNE 2003)**

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

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

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

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

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- (d) Telephone: Telephones shall be provided for Contractor-personnel to make official local and long distance calls. The Contractor shall be responsible for reimbursing the Government for telephone service calls to repair, modify, replace, etc. due to Contractor employee negligence, misuse, or damage.
- (e) Custodial Service: The Government shall provide custodial services to include emptying of trash cans, vacuuming, and shampooing of carpeted areas in Government-furnished facilities.
- (f) Refuse Collection: The Government shall provide refuse collection at Government-furnished facilities.
- (g) Insect and Rodent Control: The Government shall provide insect and rodent control in Government-furnished facilities. The Contractor shall notify the COR if the facilities appear to be infested.
- (h) Printing and Reproduction: Office copiers shall be provided according to Government policies for their use. The Contractor shall use NETL's Graphics and Printing facilities for the productions of documentation required in support of this SOW.
- (i) Equipment Maintenance: The Government shall maintain equipment whose maintenance is not obtained through this contract.
- (j) Security Police and Fire Protection: In case of emergency, the Contractor shall notify the Security Office immediately. The Contractor shall obtain these phone numbers from the COR and keep them posted and up to date at all times.
- (k) Transportation: The Government shall provide vehicular service to the extent necessary for Contractor to provide the required services in the SOW.

#### **H.7 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES (JAN 2000)**

The Contractor is authorized to use on a no-charge, non-interference, basis in the performance of this contract, the Government-owned equipment/facilities indicated below. Such use is authorized on the basis that it will not interfere with the performance of the Government contract(s) for which such property was provided, and, unless otherwise stipulated, shall be in accordance with the terms and conditions thereof.

A list of Government-Furnished Property that the Contractor is authorized to use is provided in the electronic reading room located at <http://www.netl.doe.gov/business/solicit/ssc2003/index.html>. This reading room will only be available during the solicitation phase of this contract. After contract award the Government-Furnished Property List will be maintained in accordance with Clause H.4, Government Property and Data.

Other associated Government furnished items for the on-site personnel include: office space, office furniture, local area network services, parking facilities, and other services as described in the clause entitled "Government Provided Services".

#### **H.8 LIMITATION ON SOFTWARE (JUNE 2003)**

The Contractor shall not knowingly violate license agreements (expressed or implied), copy, change (with the exception of vendor-supplied updates or maintenance requirements), or release to a third party, Government-furnished software, including other vendors' proprietary software, for any purpose other than that for which it was provided to the Contractor under the terms of this contract.

Unless provided as Government-furnished software, the Contractor shall not use software in which the Contractor holds proprietary rights, or rights as a licensee, without the prior written authorization of the Contracting Officer.

The Contractor agrees not to restrict the design and development of software in such a fashion that it shall unreasonably favor specific vendor hardware and software.

## **H.9 SECURITY AND PERSONNEL REQUIREMENTS (JUNE 2003)**

### **(a) GENERAL RESPONSIBILITIES**

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

### **(b) CLASSIFIED MATERIAL**

NETL normally does not handle classified material so the Contractor shall abide by all provisions of the Department of Energy (DOE) Order 205.1 "Unclassified Computer Security Program" (incorporated by reference). However, "on request" services provided by the Contractor off-site for other Government agencies may require access to classified materials and appropriate security clearances for Contractor personnel performing the services.

### **(c) ACCESS TO FACILITIES**

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

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

### **(d) PHYSICAL SECURITY**

The Contractor shall be responsible for safeguarding and securing all Government property provided for use under this contract. The Contractor shall notify the COR within 24 hours after discovery of any missing Government property.

### **(e) KEY CONTROL**

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

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

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

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

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(f) COMBINATION CONTROL

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

(g) PERSONNEL AND SECURITY

- (1) Building Access: The Contractor shall require all contract employees' to complete the appropriate forms for computer and Building access security. The Contractor shall require all departing contract employees' to complete the appropriate forms for computer, property, and Building access security.
- (2) Identification Badge: The Contractor shall obtain an identification badge for each Contractor employee from NETL Security prior to entry on duty. Contractor employees shall display this identification badge at all times within NETL facilities. Contractor shall be responsible for returning badge of departing employee to Security.

(h) DATA SECURITY

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

Information processed and stored by these Information Resource systems shall include some information that must be safeguarded from disclosure and alteration. That information is subject to protection by the Privacy Act of 1974 or The Freedom of Information Act (5 USC, Section 552). The Contractor agrees, in the performance of this contract, to keep sensitive information in the strictest of confidence and to take reasonable measures to protect it from unauthorized modification or destruction, said information being the sole property of the Government. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, and not to authorize or permit others to do so. The Contractor shall take such reasonable measures as are necessary to restrict access to this information, while in his possession, to those employees needing such information to perform the work provided herein, e.g. on a "need to know" basis. The Contractor shall immediately verbally notify, and notify in writing before the close of business of the next day, the Government COR or the CO or his authorized representative, in the event that the Contractor has or has reason to suspect a breach of data security occurred.

**H.10 KEY PERSONNEL/PROGRAM MANAGER (MAR 1998)**

The key personnel, which includes the Program Manager, specified below, are considered to be essential to the work being performed under this award; moreover, any changes to these personnel require prior DOE Contracting Officer's written approval.

The Program Manager shall serve as the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative may issue within the terms and conditions of the contract.

The following is a list of key personnel that have been approved for this contract:

Name	Title	Organization
	Program Manager	Technology & Management Support Services
	Planning Service Area Manager	

Name	Title	Organization
	Analysis Service Area Manager	
	Technology Communication Service Area Manager	

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

**H.11 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS AND/OR CONSULTANTS (OCT 1998)**

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract, including consultants, for which advance notification is required under FAR 52.244-2, "Subcontracts".

Any request for subcontract/consultant approval shall include the elements prescribed by FAR 52.244-2, including subcontractor/consultant Representations and Certifications. For consultants the Contractor will obtain and furnish information supporting the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultants to others for performing consulting services of a similar nature.

Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts and/or consultants shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

The Contractor is hereby given consent to the placement of the following subcontractors, which were evaluated during negotiations:

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. Also, since these subcontracts and/or consultants have as a purpose the conduct of research, development and demonstration work, they must additionally contain all applicable flow-down clauses contained in Part II, Section I.

**H.12 ORDERING PROCEDURE (DEC 2000)**

Performance under this contract shall be subject to the following ordering procedure:

The Contractor shall incur costs under this contract ONLY in the performance of Task Orders and revisions to Task Orders issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer (CO).

From time to time during the period of performance of this contract, Task Orders will be issued in writing by the Contracting Officer designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; (4) any Government-furnished property; and (5) any special instructions. Such Task Orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, view graphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945,



property which is Government-furnished or Contractor-acquired will also be listed in the Government-Furnished Property List of this contract as well as in the individual Task Orders. The total estimated cost and maximum available fee pool will be established on each individual task order.

Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. A modification to the Task Orders will be identified by an alpha designation following the existing Task Order number indicating the revision sequence.

The Contractor shall submit within ten (10) calendar days, after receipt of each Task Order issued by the Contracting Officer, a one-time Contractor Task Management Plan. The Task Management Plan is the Contractor's overall estimate for the completion of the Task Order and shall include the following:

- (1) Date of commencement of work, and any necessary revision to the schedule of performance.
- (2) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (4) below, estimated to complete the task.
- (3) The travel and material estimate.
- (4) An estimate for subcontractors and consultants; including the DPLH, if applicable.
- (5) Estimated computer use time required, if applicable.
- (6) Other pertinent information, indirect costs, consultants, inter-divisional transfers, etc.
- (7) The total estimated cost and the proposed maximum award fee or fixed fee for completion of the Task Order. For Fixed Price Task Orders the contractor will provide a total firm fixed price.

The Contractor's Task Management Plan is subject to the review of the Contracting Officer or designee. After a Task Order is issued, if any revision becomes necessary to the estimated cost (more than + or - 10% variance), or level of effort (more than + or - 10% variance), the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Management Plan with explanatory notes.

This ordering procedure is of a lesser order of precedence than the "Limitation of Cost," "Limitation of Funds," "Completion Dates," "Term of Contract," or "Estimated Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

**H.13 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (JUNE 1998)**

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

**H.14 RESERVED**

**H.15 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (MAY 2001)**

The Contractor shall cooperate fully with all other on-site DOE Contractors (including, but not limited to, support service, architect and engineering, janitorial, computer operation contractors, or consultants) and Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or the Contracting Officer's Representative. The Contractor shall not commit, or permit, any act which will interfere with the performance of work by any other Contractor or by Government employees.

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#### **H.16 INSURANCE -- MINIMUM REQUIREMENTS (JULY 2000)**

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

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

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

(b) General Liability.

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

(c) Automobile Liability.

The Contractor shall obtain Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles (including Government-Furnished vehicles operated by the Contractor's personnel) used in connection with performing the contract. At a minimum, coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

#### **H.17 COMMUNITY COMMITMENT (JUNE 2003)**

It is the policy of the National Energy Technology Laboratory (NETL) to be a constructive partner in the geographic region in which NETL conducts its business. The basic elements of this policy include: (1) recognizing the diverse interests of the region and its stakeholders; (2) engaging regional stakeholders in issues and concerns of mutual interest; and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the contract will be consistent with the intent of the policy and elements set forth above.

#### **H.18 PERFORMANCE BASED AWARD FEE**

(a) AWARD FEE DETERMINATION

- (i) The Government shall, at the conclusion of each evaluation period, evaluate the Contractor's performance for a determination of performance based award fee earned. The Government will validate, by appropriate means, the information in the Contractor's self evaluation.
- (ii) The Contractor agrees that the determination of performance based award fee earned will be made solely by the Government FDO and such determination is binding on both parties.
- (iii) The evaluation of the Contractor's performance shall be in accordance with the Government's Performance Evaluation Plan (PEP) as indicated in Section H, clause H.19 entitled "Performance Evaluation Plan (JUNE 2003)". The Contractor shall be promptly advised in writing of the FDO's determination and the reasons why the performance fee was or was not earned. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government in accordance

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with the PEP, the FDO may also consider any information available to him or her which relates to the Contractor's performance of contract and order requirements, regardless of whether or not those requirements are specifically identified in the PEP. To the extent the Contractor does not perform those requirements, the FDO may reduce the fee determination. In the event that the Contractor's performance is considered unacceptable in any area of performance which is specified in the Performance Evaluation Plan, even if no weight or fee is specifically assigned to the particular performance area, the FDO may at his/her sole discretion determine the Contractor's overall performance to be unacceptable, and accordingly may withhold the entire performance fee for the evaluation period.

(By way of example, in the ES&H area, the FDO may withhold the entire performance fee for the evaluation period in which the contractor's negligent or poor performance results in: (1) creation of a dangerous work environment; (2) liability, or risk thereof, to the Government; (3) death or injury to one or more workers; or, (4) notice(s) of violations being issued by regulatory agencies.)

- (iv) Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

(b) CALCULATION OF AVAILABLE AWARD FEE

The available fee pool will be established on each CPAF task order issued under this contract prior to the beginning of the evaluation period based on the Contractor's proposed task management plan(s). The total available award fee pool for a period will be the sum of the award fee pools from all active CPAF task orders during the evaluation period. The pool will be expressed as a discreet dollar amount, not as a percentage of plan and will be based on the amount negotiated and agreed upon. Upon completion of the review and adjustment process identified in paragraph (c) below, the plan, as adjusted, will be used as the basis for establishing the available fee pool for the next evaluation period.

(c) REVIEW AND ADJUSTMENT OF AVAILABLE AWARD FEE

A meeting with the COR, CO, and Contractor will be held immediately following release of the Cost Management Report (CMR) for the evaluation period, or any other time that as may be mutually agreed upon to review, on a task order by task order basis, any significant variances between planned costs and actual costs incurred. The COR and the Contractor will provide the CO with information concerning the variance(s) such that a determination may be made as to whether an adjustment in the fee pool for a particular task order is appropriate. Variances between planned and actual costs in task order performance are assumed to fall into one of the following three categories:

- (i) Actuals are less than planned due to Contractor management practices and cost saving efforts. No adjustment to the fee pool would be justifiable in this case. Overruns attributable to the Contractor will not increase the available fee pool.
- (ii) The work schedule, for whatever reason, has slipped, causing the work and its associated costs to move to a future performance period. In this case, the fee dollars should migrate with the work and a straight-line adjustment to the available fee would be appropriate.
- (iii) Actuals may underrun plan due to imprecise or changing scope. Some adjustment to the pool should be made, but a straight line adjustment may not be appropriate. Task order increases that can be attributed to scope issues may result in an increase to the available fee pool.

Any adjustments to the available award fee pool will be incorporated into a modification to each individual task order, as appropriate, prior to the closing of the evaluation period.

**H.19 PERFORMANCE EVALUATION PLAN (JUNE 2003)**

The Contractor's performance will be evaluated in accordance with Section J, Attachment C, Performance Evaluation Plan. The Plan has been unilaterally established by the Government. The Plan includes the criteria to be considered under each area evaluated and the percentage of award fee available for each area. The Plan may be revised unilaterally by the Government with notification of the change(s) provided to the Contractor at least fifteen (15) calendar days prior to the start of the evaluation period to which the change will apply. The Plan may be revised bilaterally anytime throughout performance of the contract. The Government may seek Contractor input in the development of changes to the Plan.

**H.20 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) -- PRIOR APPROVALS (JUNE 2001)**

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

**H.21 CONTRACTOR PRESS RELEASES (APR 1998)**

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

**H.22 PERMITS AND LICENSES (AUG 1999)**

Within sixty (60) days of award, the Contractor shall submit to the DOE Contracting Officer Representative (COR) a list of ES&H approvals (e.g. permits and licenses) that, in the Contractor's opinion, shall be required to complete the work under this award. This list shall include the topic of the approval being sought, the approving authority, and the expected submit/approval schedule. The COR shall be notified as specific items are added or removed from the list and processed through their approval cycles.

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

**H.23 ENVIRONMENTAL MANAGEMENT SYSTEM POLICY AND ENVIRONMENTAL ASPECT CONSIDERATIONS (ISO 14001) IN NETL CONSTRUCTION AND ON-SITE CONTRACTS (MAR 2003)**

The Contractor must be knowledgeable of NETL Environmental Management System (EMS) policy and Environmental Aspect considerations as these relate to the work to be performed. The Contractor must be aware of NETL's Environmental Aspects and how their work could adversely affect or create additional aspects. Specific information on NETL's system and policy can be accessed through NETL's internet address (<http://www.netl.doe.gov>).

Specifically, NETL Procedure 450.4-9 (Management of Environment, Safety and Health Aspects of Contracts and Financial Assistance Awards) and NETL Procedure 440.4-12 (ES&H Requirements for Off-Site Contractors Working at NETL) must be followed, as applicable. In addition, the following DOE/NETL form must be completed for on-site activities: Significant Environmental Impact Scoring Matrix (NETL Form 450.1-2) and ISO-14001 Screening Analysis Questionnaire (NETL Form 450.1-4).

#### **H.24 ENVIRONMENT, SAFETY, AND HEALTH -- ON-SITE SERVICE CONTRACTS (MAR 2003)**

- (a) The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of his/her employees, DOE/NETL employees, and the public, and to prevent damage to the environment and DOE/NETL-owned materials, supplies, equipment, facilities, and any other DOE/NETL-owned property.
- (b) The Contractor shall comply, as a minimum, with the requirements of DOE/NETL's environment, safety, and health (ES&H) programs as implemented through DOE and its support Contractor staff. These programs are based on implementing DOE/NETL's Focused-Standards List, which is compendium of applicable Federal, state, and local regulations; consensus standards; and DOE directives. In particular, the Contractor shall, as a minimum, comply with the procedural, record-keeping, and reporting requirements of these DOE/NETL's ES&H programs and their supporting DOE/NETL's directives. The major reporting requirements are outlined in DOE Order 231.1, Environment, Safety, and Health Reporting, current version. Where conflict exists among the standards' requirements, the most protective shall be adopted, unless relief is provided by the CO. In order to provide consistent application of ES&H requirements across the DOE/NETL, the Contractor shall, to the maximum extent possible, utilize existing DOE/NETL directives.
- (c) The Contractor shall generate and implement an integrated safety management (ISM) plan describing how the Contractor will implement ISM philosophy, as outlined in DOE P 450.4, Safety Management Policy (current version) and Integrated Safety Management System Guide, DOE G 450.4-1, Volumes 1 and 2 (current version) into the planning, budgeting, execution, and assessment of work activities. The plan shall provide (1) a process approach to the integration of ISM's five functions (i.e. defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance) into its everyday work activities, and (2) a specific management approach to demonstrate ISM's seven guiding principles (i.e. workforce responsibility and accountability; clear roles, responsibilities and authorities; competence commensurate with responsibilities, balanced priorities, identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization). The Contractor shall discuss in this plan how the execution of the plan will successfully and cost-effectively integrate with NETL's own ISM, ES&H, and EMS/ISO programs. The Contractor shall submit the plan to the Contracting Officer for review and approval within 30 days after the date of contract award. Performance metrics shall be included in the Plan. This plan shall be updated on an annual basis.
- (d) The Contractor shall adhere to applicable sections of DOE Order 450.1, Environmental Protection Program, current version (see <http://www.directives.doe.gov/serieslist.html> to access DOE Orders). The Contractor shall be knowledgeable of the specific NETL Environmental Management System (EMS) as outlined in NETL Order 450.1 - Environmental Management System, current version, and its requirements, including NETL's EMS policy, environmental aspects, environmental objectives, and environmental targets. In particular, the Contractor shall relate this information to their work to be performed in order to proactively implement NETL's environmental policy (i.e., prevent pollution, comply with ES&H regulations, improve continually, conduct safety analysis and reviews, and minimize wastes) and to manage the environmental aspects that are applicable to the planning and execution of their work. In addition, the following DOE/NETL forms must be completed for general and unique onsite activities: Significant Environmental Impact Scoring Matrix (NETL Form 450.1-2) and ISO 14001 Screening Analysis Questionnaire (NETL Form 450.1-4). Specific information on NETL's EMS and policy can be accessed through NETL's Internet address (<http://www.netl.doe.gov>).

- (e) The Contractor shall follow the applicable NETL directive(s) on conducting safety analysis and reviews (e.g., NETL Procedure 421.1-1, R&D Safety Analysis and Review System; NETL Procedure 421.1-2, Support Operations Safety Analysis and Review System, and/or NETL Procedure 421.1-3, Facility Safety Analysis and Review System, current version), and shall implement the requirements resulting from such analysis and review.
- (f) Contractor personnel shall take NETL ES&H mandatory training (e.g., mandatory due to the nature of job being performed or due to site-wide requirements). The Contractor shall give safety briefings to personnel and maintain records of attendance for periodic safety briefings conducted by supervisors.
- (g) The CO shall notify the Contractor, in writing, of any non-compliance with the provisions of this clause. After receipt of such notice, the Contractor shall immediately begin to take corrective action. In the event that the Contractor fails to comply with DOE/NETL's environment, safety, and health requirements, the CO may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter, a start order for work resumption may be issued by the CO. The Contractor shall make no claim for an extension of time, or for compensation or damages by reason of, or in conjunction with, such work stoppage.
- (h) The Contractor shall include this environment, safety and health clause in all subcontracts requiring work at DOE/NETL. However, such flow down of responsibility shall not relieve the Contractor of its obligation to assure compliance with the provisions of this clause.
- (i) DOE or its authorized representative shall have the right to inspect any areas or facilities occupied by the Contractor.
- (j) The Contractor shall provide record keeping information, such as raw data, interpreted results, reports, correspondence, and other materials proving regulatory and standard compliance, according to DOE records management schedules.
- (k) Accidents or incidents resulting in human injury and/or property damage are to be reported immediately to the CO or his/her representative. Notification, recording, and reporting requirements for accidents and/or incidents shall be conducted in accordance with 29 CFR 1904 and 1910. The CO or his/her representative shall be provided with copies of all OSHA-required documentation within 10 days of the accident and/or incident.
- (l) The Contractor shall maintain an accurate record of on-site hours worked and shall provide this information to the CO or his/her representative upon request.
- (m) The Contractor shall collect metrics on environment, safety, and health performance as determined by NETL in addition to those contained in their ISM Plan [NOTE: indicators will change with time. The following indicators are examples of those recently incorporated in site-support contracts]: Recordable Injury/Illness Rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked); Lost Work Day Case Rate (total number of OSHA-defined lost work day cases/total hours worked); Occupational safety and health cost index (approximate amount of dollars lost [indirect and direct] per 100 hours worked for all injuries/illnesses), and Hazardous Waste Generated (total cubic feet of hazardous waste shipped).
- (n) The Contractor shall abide by the requirements of NETL Procedure 541.2-1A, Affirmative Procurement Program (current version) that establishes "Green Procurement".
- (o) NETL depends on volunteers to staff its emergency response organization (ERO), including the hazmat/rescue team. The Contractor shall allow participation of employees in NETL's site-wide emergency response program. The degree and quality of participation may be used as a performance metric.

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Participants shall be allowed the time necessary to fulfill ERO training obligations. The Contractor whose employees participate in emergency response functions shall be responsible for providing any additional liability insurance or supplemental insurance deemed appropriate by the Contractor for the ERO positions that their employees occupy.

**H.25 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS INCLUDING SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION (SEP 2003)**

In performing work under this contract, the Contractor shall comply with all relevant Federal, state, and local statutes, ordinances, laws, and regulations, including those covering safety, health and environmental protection.

The Contractor agrees to include this clause in all subcontracts and agrees to enforce the terms of this clause.

**H.26 HAZARDOUS WASTES MANIFESTS AND LABELS (MAR 2003)**

The Contractor shall not identify, on wastes manifests or container labels or otherwise, DOE or NETL as the owner or generator of hazardous wastes without written permission, signed by either the NETL Director or both the NETL Contracting Officer and the NETL ES&H Division Director, unless expressly and specifically permitted by the contract.

**H.27 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2003) (JULY 2003)**

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

A copy of the DOE "Lobbying Brochure" which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal Contractors can be found at

<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Lobbying+Brochure?OpenDocument>

**H.28 CONSERVATION OF UTILITIES (JUNE 2003)**

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 essential for purpose of safety and security.

**H.29 CONFIDENTIALITY OF INFORMATION (MAY 1998)**

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

- (a) Information which, at the time of receipt by the Contractor, is in the public domain;

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

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

The Contractor agrees, 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. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

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.

This clause shall flow down to all subcontracts.

### **H.30 TRAVEL AND PER DIEM COSTS (FEB 1998)**

Costs incurred by Contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by Subchapter I of Chapter 57 of Title 5, United States Code, or by the Administrator of General Services or the President (or his designee) pursuant to any revision of such subchapter; and are allowable pursuant to the "Allowable Cost and Payment" clause, FAR 52.216-7.

Foreign travel shall be subject to DEAR 952.247-70.

## **SECTION I - CONTRACT CLAUSES**

**THE FOLLOWING CLAUSES APPLY TO ALL TYPES OF TASK ORDERS ISSUED AGAINST THIS CONTRACT.**

### **I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations (Clauses starting with 52): <http://www.arnet.gov/far/index.html>  
Department of Energy Regulations (Clauses starting with 952): <http://www.professionals.doe.gov> or  
<http://farsite.hill.af.mil/VFDOEa.HTM>

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I.2	52.202-1	<u>DEFINITIONS (DEC 2001)</u>
I.3	952.202-1	<u>DEFINITIONS</u>
I.4	52.203-3	<u>GRATUITIES (APR 1984)</u>
I.5	52.203-5	<u>COVENANT AGAINST CONTINGENT FEES (APR 1984)</u>
I.6	52.203-6	<u>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)</u>
I.7	52.203-7	<u>ANTI-KICKBACK PROCEDURES (JUL 1995)</u>
I.8	52.203-8	<u>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</u>
I.9	52.203-10	<u>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</u>
I.10	52.203-12	<u>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)</u>
I.11	952.203-70	<u>WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)</u>
I.12	52.204-4	<u>PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)</u>
I.13	52.208-9	<u>CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (FEB 2002)</u>
I.14	952.208-70	<u>PRINTING (APR 1984)</u>
I.15	52.209-6	<u>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JUL 1995)</u>
I.16	52.215-2	<u>AUDIT AND RECORDS – NEGOTIATION (JUN 1999)</u>
I.17	52.215-8	<u>ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)</u>
I.18	52.215-10	<u>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)</u>
I.19	52.215-12	<u>SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)</u>
I.20	52.215-15	<u>PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)</u>
I.21	52.215-18	<u>REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)</u>
I.22	52.215-21	<u>REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 1997)</u>
I.23	52.216-8	<u>FIXED FEE (MAR 1997)</u> <i>FOR COST REIMBURSABLE ORDERS ONLY</i>
I.24	52.219-6	<u>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)</u>
I.25	52.219-8	<u>UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)</u>
I.26	52.219-14	<u>LIMITATIONS ON SUBCONTRACTING (DEC 1996)</u>
I.27	52.222-1	<u>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)</u>
I.28	52.222-3	<u>CONVICT LABOR (JUN 2003)</u>
I.29	52.222-4	<u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (SEP 2000)</u>
I.30	52.222-21	<u>PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)</u>
I.31	52.222-26	<u>EQUAL OPPORTUNITY (APR 2002)</u>
I.32	52.222-35	<u>EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)</u>
I.33	52.222-36	<u>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)</u>
I.34	52.222-37	<u>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)</u>
I.35	52.223-3	<u>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)</u>
I.36	52.223-5	<u>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)</u>
I.37	52.223-6	<u>DRUG-FREE WORKPLACE (MAY 2001)</u>
I.38	52.223-10	<u>WASTE REDUCTION PROGRAM (AUG 2000)</u>
I.39	52.223-14	<u>TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)</u>
I.40	52.224-1	<u>PRIVACY ACT NOTIFICATION (APR 1984)</u>
I.41	52.224-2	<u>PRIVACY ACT (APR 1984)</u>
I.42	952.224-70	<u>PAPERWORK REDUCTION ACT (APR 1984)</u>
I.43	52.225-13	<u>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003)</u>
I.44	52.227-1	<u>AUTHORIZATION AND CONSENT (JUL 1995)</u>

- I.45 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- I.46 52.227-6 ROYALTY INFORMATION (APR 1984)
- I.47 952.227-13 PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT (SEP 1997)
- I.48 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- I.49 52.227-17 RIGHTS IN DATA -- SPECIAL WORKS (JUN 1987)
- I.50 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- I.51 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
- I.52 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- I.53 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- I.54 52.232-17 INTEREST (JUN 1996)
- I.55 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- I.56 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I.57 52.232-25 PROMPT PAYMENT (FEB 2002)
- I.58 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- I.59 52.233-1 DISPUTES (JUL 2002)
- I.60 952.235-70 KEY PERSONNEL (APR 1994)
- I.61 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- I.62 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- I.63 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- I.64 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- I.65 52.242-13 BANKRUPTCY (JUL 1995)
- I.66 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- I.67 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
- I.68 52.245-1 PROPERTY RECORDS (APR 1984)
- I.69 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- I.70 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- I.71 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003)
- I.72 952.247-70 FOREIGN TRAVEL (DEC 2000)
- I.73 52.249-14 EXCUSABLE DELAYS (APR 1984)
- I.74 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
- I.75 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)
- I.76 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

**I.77 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4

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number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

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

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

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- (A) change the name in the CCR database;
- (B) comply with the requirements of Subpart 42.12 of the FAR; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.78 952.209-72 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 therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of two (2) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

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

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

(2) Access to and use of information.

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

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

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

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

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

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

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

(c) Disclosure after award.

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

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

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

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

**I.79 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$7,500,000; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [5] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.80 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after more than six (6) months after contract completion date.

**I.81    52.222-2    PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work -

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.82    52.227-23    RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)**

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated June 15, 2004, upon which this contract is based.

**I.83    52.232-19    AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)**

Funds are not presently available for performance under this contract beyond the end of the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the end of the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I.84 52.244-2 SUBCONTRACTS. (AUG 1998)**

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

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontract with a value in excess of \$50,000.00.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

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(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Research and Development Solutions, Inc.

**COPY**

**I.85    52.252-6    AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**THE FOLLOWING CLAUSES I.86, I.87, I.88, I.89, I.90, I.91, I.92, I.93, AND I.94 PERTAIN ONLY TO COSTREIMBURSABLE TASK ORDERS ISSUED AGAINST THIS CONTRACT. THESE ARE IN ADDITION TO ALL CLAUSES LISTED ABOVE IDENTIFIED TO PERTAIN TO ALL TYPES OF TASK ORDERS.**

**I.86    52.216-7    ALLOWABLE COST AND PAYMENT (DEC 2002)**

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30<sup>th</sup>"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

**COPY**

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for

securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

**I.87 52.232-20 LIMITATION OF COST (APR 1984)**

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that -

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

**1.88**     **52.232-22**     **LIMITATION OF FUNDS (APR 1984)**

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

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(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of -

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of -

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

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**I.89     52.233-3     PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)**

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if -

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

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

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

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

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

**I.90     52.242-4     CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**

(a) The Contractor shall -

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

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(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

**Certificate of Final Indirect Costs**

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**I.91 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the -

- (1) Estimated cost, delivery or completion schedule, or both;
- (2) Amount of any fixed fee; and
- (3) Other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the

Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

**I.92 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JUN 2003)**

(a) *Government-furnished property.*

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

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(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any -

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon -

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the

Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited risk of loss.* (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage) -

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage -

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the

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subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of -

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government -

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States and its outlying areas the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

**I.93     952.245-5   GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS)**

Modify FAR 52.245-5 by adding "and DOE Acquisition Regulation Subpart 945.5" after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause.

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**I.94 52.249-6 TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE II (SEP 1996)**

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if -

- (1) The Contracting Officer determines that a termination is in the Government's interest; or
- (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
- (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government -
  - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;
  - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and
  - (iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

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(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; *provided, however*, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including -

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- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

- (i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.
- (ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

- (i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor -

- (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or
- (2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted -

- (1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
- (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

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(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

**THE FOLLOWING CLAUSES I.95, I.96, I.97, I.98, I.99, I.100, I.101, I.102, AND I.103 PERTAIN ONLY TO FIXED-PRICED TASK ORDERS ISSUED AGAINST THIS CONTRACT. THESE ARE IN ADDITION TO ALL CLAUSES LISTED ABOVE IDENTIFIED TO PERTAIN TO ALL TYPES OF TASK ORDERS.**

**I.95 52.232-1 PAYMENTS (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**I.96 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date of the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**I.97 52.232-11 EXTRAS (APR 1984)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

**I.98 52.233-3 PROTEST AFTER AWARD (AUG 1996)**

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its

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terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either –

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if –
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

**1.99 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed.
  - (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

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- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**I.100 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)**

- (a) *Government-furnished property.* (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Governmentfurnished property").
  - (2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
  - (3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
  - (4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.
  - (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any –
    - (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
    - (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.
- (c) *Title in Government property.* (1) The Government shall retain title to all Government-furnished property.
  - (2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

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- (3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.
- (4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract –
  - (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
  - (ii) Title to all other material shall pass to and vest in the Government upon –
    - (A) Issuance of the material for use in contract performance;
    - (B) Commencement of processing of the material or its use in contract performance; or
    - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
  - (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
  - (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
  - (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- (f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.
- (h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for –

- (1) Any delay in delivery of Government-furnished property;
  - (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
  - (3) A decrease in or substitution of Government-furnished property; or
  - (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.
- (j) *Abandonment and restoration of Contractor's premises.* Unless otherwise provided herein, the Government –
    - (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
    - (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (*e.g.*, abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
  - (k) *Communications.* All communications under this clause shall be in writing.
  - (l) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

**L.101 952.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)**

Modify FAR 52.245-2 by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in the first sentence of paragraphs (e)(1) and (e)(2) of the clause.

**L.102 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

**L.103 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**

- (a) (1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
  - (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
  - (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).
- (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
  - (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
  - (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
  - (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.
  - (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
  - (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
  - (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

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**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (MAR 1999)**

ATTACHMENT	DESCRIPTION	PAGES
A	Statement of Work/Performance Work Statement	65
B	Reporting Requirements	72
C	Performance Evaluation Plan	84
D	Cost Management Report / Staffing Summary Report Invoice Detail Report	94 – Separate file
E	Reserved	
F	Labor Categories and Descriptions	95
G	Reserved	



**J.2 ATTACHMENT A – STATEMENT OF WORK/PERFORMANCE WORK STATEMENT (MAR 1999)**

**STATEMENT OF WORK/PERFORMANCE WORK STATEMENT**  
**TECHNOLOGY AND MANAGEMENT SUPPORT (TAMS) SERVICES**  
**FOR THE NATIONAL ENERGY TECHNOLOGY LABORATORY (NETL)**  
**(DE-AM26-05NT41816)**

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## 1.0 Introduction

### 1.1 Objective

The objective of this contract is to obtain a broad spectrum of Technology and Management Support (TAMS) services for the U.S. Department of Energy's (DOE) National Energy Technology Laboratory (NETL) consistent with NETL's strategic missions.

The Contractor shall implement sound technical and programmatic approaches to provide timely, responsive services to support NETL's Federal staff, including program implementers, policy analysts, public affairs staff, and researchers. The TAMS Contractor shall provide support services, primarily for planning, analysis, and technology communication. To fulfill these requirements, the Contractor shall provide insightful and responsive professional staff, well-trained in technical and management disciplines, to complement and augment the skills and abilities of the Federal staff.

### 1.2 Background

NETL is a DOE national laboratory, the only national laboratory within the DOE complex that is Government-owned and operated (GOGO). NETL Federal employees conduct various functions. Specifically, they perform in-house research and development (R&D) activities, implement contracted R&D efforts, perform analysis to support policy development, and establish partnerships through licensing and CRADA activities. The nearly 1,300 research, development, and demonstration (RD&D) projects in NETL's portfolio are conducted in partnership with industry, universities, other national and Federal laboratories, private research organizations, and other Federal and State agencies. NETL's hallmark is the ability to assemble industrial, academic, and Governmental resources to create know-how and technology to address energy issues.

### 1.3 NETL Mission

NETL's primary mission is conducting and implementing science and technology programs to resolve the environmental, supply, and reliability constraints of producing and using fossil resources. NETL performs this work for DOE's Office of Fossil Energy (FE), for which NETL implements coal, oil, and gas programs. NETL also has the responsibility for implementing other DOE, Governmental, and international programs and projects. These other programs and projects are performed at locations and facilities either controlled by NETL or managed by others. To fully support NETL's responsibilities, the TAMS services provided by this contract will cover a broad range of energy-related areas, including fuel extraction, fuel transportation, fuel and energy conversion, energy distribution, energy use, energy conservation, energy infrastructure, and energy security.

Overall, NETL's activities to advance energy and energy-related environmental technology are organized by technology sectors. NETL's technology sectors to be supported by the Contractor may include, but are not limited to, the following:

- Coal and Power Systems – conducts R&D, as well as studies to support policy development, in the areas of advanced combustion technologies, gasification technologies, carbon sequestration, environmental control technologies, fuel cells, turbines, and hybrid technologies.
- Natural Gas Technology – conducts R&D, as well as studies to support policy development, in the areas of natural gas exploration, production, transmission, and storage technologies.
- Petroleum Technology – conducts R&D, as well as studies to support policy development, to improve the efficiency and environmental quality of domestic oil operations.
- Energy Policy Support – conducts analytical studies to support the development of sound energy policy.
- DOE Office of Energy Assurance – conducts R&D and analyses to examine and maintain the integrity of the energy infrastructure (e.g., energy production, processing, transport, storage, and utilization). Within the energy assurance arena, supports analysis of critical energy assets, energy sector emergencies,

technology development and application, as well as training activities at the Energy Infrastructure Training and Analysis Center (EITAC).

- DOE Office of Energy Efficiency/Renewable Energy (EERE) – provides as requested quality solutions in EERE program lines (e.g., distributed energy, FreedomCAR, building technologies, weatherization initiatives, Federal energy management programs, mining industrial technology programs, biomass activities to include black liquor activities, hydrogen and fuel cell initiatives.)
- Other Energy Initiatives – supports national-level, advanced initiatives as requested from other DOE Offices (e.g., National Nuclear Security Administration, Engineering and Construction Management, and Legacy Management), and non-DOE activities including Homeland Security (e.g., critical infrastructure interdependencies; technology transfer; data/product sharing; all-hazards emergency response; non-proliferation of hazardous nuclear material).

Additional information on NETL's organization, mission, and R&D programs can be found at [www.netl.doe.gov](http://www.netl.doe.gov).

## 2.0 Scope

### 2.1 Types of Services

The Contractor shall provide a broad spectrum of technology and management support for the timely and effective execution of NETL's planning, analysis, and technology communication responsibilities.

The Contractor may be tasked to provide services that result in delivery of products, outcomes, or outputs that over the term of the contract relate to any program or project implemented by NETL. The TAMS services delineated herein include the following:

- (1) Planning
- (2) Analysis
- (3) Technology Communication.

### 2.2 Resources

#### 2.2.1 Government Furnished

The Government will supply office space and standard office equipment that will enable Contractor employees stationed on-site at NETL to perform their duties in an effective and efficient manner. Standard office equipment will include desks, computer tables, chairs, bookcases, filing cabinets, calculators, and personal computers with access to the internet and network printers.

#### 2.2.2 Contractor Furnished

The Contractor shall furnish the necessary management, supervision, qualified personnel, materials, supplies, equipment, facilities, training, technical expertise, and services required to support NETL in performing the work delineated herein or as may otherwise be approved by the DOE on a task order basis.

### 2.3 Location of Performance

Historically, the services described in this Statement of Work/Performance Work Statement (PWS) have supported primarily on-site activities at NETL's Morgantown and Pittsburgh sites, with approximately equal distribution of personnel and work activities between the two sites. It is anticipated that this scenario will continue under this TAMS contract including some limited support at NETL's request to other sites such as in Tulsa, OK and Fairbanks, AK. In the performance of this contract, Contractor employees shall travel among NETL sites and perform a limited amount of travel to off-site locations.

### 2.4 General Characteristics of Work to be Performed

Work performed in the TAMS services contract will be defined primarily (but not solely) by the following characteristics:

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- Provide support to NETL's technology and project managers;
- Utilize on-site Contractor personnel to accomplish work;
- Individual tasks will typically be associated with supporting one-technology sector and one-contract service area;
- Consist of predictable, longer-term tasks having highly defined deliverables (e.g., reports, white papers, analysis information), or consist of tasks with short turn-around requirements typically addressing highly specific and time-critical issues.

### **3.0 Service Areas/Performance Requirements**

For executing assigned work, the Contractor shall implement innovative approaches and adopt practices to foster improvement in accomplishing the mission of NETL and in providing quality support services to NETL.

Furthermore, the Contractor shall use effective and efficient management structures, systems, and operations that are cost effective. Cost-effectiveness is a key factor in the Management Effectiveness performance measure as defined in Section 3.0.2 below and in the Performance Evaluation Plan (PEP). Cost-effectiveness shall be maintained while consistently achieving: (1) high levels of quality and (2) a proactive environment, safety, and health (ES&H) culture in accomplishing NETL's mission.

The Contractor shall plan and execute work in a manner that will foster the objective demonstration of competence in management areas such as (1) problem resolution, (2) coordination, (3) innovation, (4) manpower management, and (5) ES&H. The Contractor shall demonstrate effective administration by providing accurate and timely financial reports and by complying with contract terms affecting contract cost. In addition, the Contractor shall conduct all work in a manner that shows continual improvements, and complies with all applicable laws, regulations, and terms and conditions of the contract, including attaining the contract's socioeconomic goals. In particular, the Contractor shall adhere to all standards and requirements on the NETL Focused Standards List as found at <http://intranet/project/ESHINFO/standard/focused.pdf>.

#### **3.0.1 Service Areas**

The requirements in this PWS are grouped under Service Areas.

#### **3.0.2 Performance Requirements**

Each performance requirement of this contract will consist of the following three elements:

**Performance Objective** - A statement of the outcome or results expected in a specific service area. These objectives for each service area are identified later in this PWS.

**Performance Measures** - The critical few characteristics or aspects of achieving the objective that will be monitored by the Government (e.g., those things that the Government will be gathering data about). Each objective may have one or more measures. The performance measures are stated later in this PWS as well as in the PEP, and additional details may be provided in the PEP and task orders issued to authorize work under this contract.

**Performance Expectations** - The targeted level or range of levels of performance for each performance measure.

#### **3.1 Service Area – Planning**

The Contractor shall provide a broad spectrum of planning support for research, development, and deployment of energy and environmental technologies included within programs implemented by NETL. The Contractor may be tasked to provide support for NETL's Federal planning functions, which include, but are not necessarily limited to, efforts required to:

- a) Develop technology and budget plans that support the objectives of the NETL.

- b) Identify technology development and deployment needs, such as goals, roadmaps, strategies, performance metrics, and funding requirements.
- c) Evaluate and allocate resource (i.e., human, financial, facilities, equipment, and materials) needs, levels, and types appropriate for achieving program and project objectives.
- d) Develop management plans, operating plans, and related planning and project execution documents.

**Performance Objective No. 3.1** - The objective of planning services is to enhance and improve the Government's formulation, coordination, and implementation of planning activities within NETL by providing the required support for Federal planning efforts in a timely manner.

**Performance Measures**

a) Quality

b) Timeliness

**Performance Expectations**

100 percent achievement of outcomes, outputs, and products defined in individual task orders

100 percent achievement of schedules as defined in individual task orders

**3.2 Service Area – Analysis**

The Contractor shall provide a broad spectrum of analysis support for evaluating existing and potential energy technology research, development, and deployment activities. The Contractor may be tasked to provide support that includes, but is not necessarily limited to, efforts required to:

- a) Review program and project activities in relation to scope planning and definition, activity definition and sequencing, duration estimation and schedule development, and cost estimating and budgeting.
- b) Generate and collect information for reporting technology and project status and for evaluating performance and progress.
- c) Prepare and support independent technical reviews and assessments, commercial feasibility studies, cost-benefit studies, validations of performance and accomplishments, scale-up studies, assessments of costs and schedules, life-cycle cost evaluations, and technical and cost risk analyses.
- d) Analyze existing technical and economic data, evaluate market potential, identify technology and data gaps, and prepare recommendations for technology programs and projects.
- e) Estimate risk potential and implications for technology development and deployment activities.
- f) Prepare literature searches and reviews of technologies, technical discussions, and technical reports.
- g) Conduct comparative engineering and economic assessments of technologies and projects.
- h) Evaluate new or proposed technologies, including the gathering and organizing of technology information.
- i) Review publicly and privately funded energy technology programs, process, and project developments for comparison with NETL's energy technology activities.
- j) Compile information on the domestic and international deployment and market potential of technologies and processes.
- k) Monitor market, policy, and regulatory developments and evaluate the effects of current or potential policies and regulations on markets and performance requirements for energy technologies.
- l) Gather data and use approved models to prepare input for policy and regulatory analyses.
- m) Manage and evaluate DOE records and information.
- n) Provide consultation with respect to the interpretation and application of Federal, State, local, and international environmental laws and regulations.
- o) Conduct analyses of environment, safety, and health risks or impacts associated with existing or potential energy technology activities.
- p) Review and comment on the environmental documents or analyses prepared by others.
- q) Independently analyze performance of NETL management and quality control and assurance systems.

**Performance Objective No. 3.2** - The objective of the analysis work shall be to enhance and improve the Government's analysis of a variety of technological, environmental, economic, and regulatory activities by providing quality products in support of Federal activities in a timely manner.

**Performance Measures**

- a) Quality
  
- b) Timeliness

**Performance Expectations**

100 percent achievement of outcomes, outputs, and products as defined in individual task orders

100 percent achievement of schedules as defined in individual task orders

**3.3 Service Area – Technology Communication**

The Contractor shall provide a broad spectrum of public affairs and communications support, including support for stakeholder involvement, public outreach, technology transfer and international program development and implementation. This support shall include planning, development, and production activities required for the acquisition, maintenance, dissemination, and delivery of technical and management knowledge and information related to the achievement of DOE's strategic goals. The Contractor may be tasked to provide support that includes, but is not necessarily limited to, efforts required to:

- a) Develop communications plans and public/stakeholder involvement plans.
- b) Disseminate technology and project information to NETL stakeholders in an efficient and timely manner.
- c) Plan and implement events, interactions, and activities with communities, national groups, intergovernmental organizations, and the general public.
- d) Organize and coordinate specialized meetings and workshops, principally off-site.
- e) Provide input to the technical content for, and facilitate meetings, workshops, and training.
- f) Coordinate activities and communications related to NETL international visitor assistance and control, including itineraries, agendas, transportation and lodging, orientation, social adjustment, immigration and visa assistance.
- g) Provide technical expertise and training in the United States and in other countries, to the extent that short-term foreign assignments are possible.
- h) Develop technical and engineering information related to the development and preparation of technology transfer communications tools and activities such as reports, presentations, meetings, CRADAs, and licensing agreements.
- i) Coordinate and integrate key technology and project information and information systems.
- j) Prepare documents and presentations in multiple printed and electronic formats (including multimedia).
- k) Develop draft responses to public inquiries.
- l) Collect and evaluate customer feedback and statistics.
- m) Collect, evaluate, and maintain data and statistics related to technology transfer.
- n) Provide input to and operate the NETL foreign visitor management system.

**Performance Objective No. 3.3** The objective of the technology communication work shall be to enhance and improve Government technology communication by identifying audiences; assessing technical knowledge and information needs; providing technical knowledge that is factually correct, supportable, and in appropriate detail; monitoring responses to determine how well information has been understood; and organizing information to meet user needs in support of the Federal activities conducted by NETL in a timely manner.

**Performance Measures**

- a) Quality
  
- b) Timeliness

**Performance Expectations**

100 percent achievement of outcomes, outputs, and products defined in individual task orders

100 percent achievement of schedules as defined in individual task orders

**4.0 Notes/Guidance**

(Reserved for future use in the contract.)

## 5.0 Glossary

### 5.1 Acronyms

<u>Acronym</u>	<u>Definition</u>
CRADA	Cooperative Research and Development Agreement
DOE	U.S. Department of Energy
ES&H	Environment, Safety, and Health
FE	Office of Fossil Energy
GOGO	Government Owned and Government Operated
NETL	National Energy Technology Laboratory
PEP	Performance Evaluation Plan
PWS	Statement of Work/Performance Work Statement
R&D	Research and Development
RD&D	Research, Development, and Demonstration
TAMS	Technology and Management Support

### 5.2 Words/Phrases

<u>Words/Phrases</u>	<u>Definition</u>
Government	The U.S. DOE or its duly authorized contracting and/or technical representative
Off-site	A location outside of the proximity of an NETL facility (i.e., greater than approximately five miles from an NETL site)
On-site	At an NETL facility or within its proximity
Program	A plan or system under which action may be taken toward a goal and that provides Congressional funds for a technology, group of related technologies, or a group of related projects
Project	A planned undertaking such as a definitely formulated piece of research
Electronic Reading Room	All references in the Statement of Work and the solicitation that refer to the "Electronic Reading Room - at <a href="http://www.netl.doe.gov/business/solicit/ssc2003/index.html">http://www.netl.doe.gov/business/solicit/ssc2003/index.html</a> " indicates information that will be available only during the solicitation phase of this acquisition. This site will not be maintained after contract award.

**J.3 ATTACHMENT B REPORTING REQUIREMENTS CHECKLIST (JULY 1999)**

**1. AWARDEE: Technology & Management Services, Inc. 2. IDENTIFICATION NUMBER: DE-AM26-05NT41816**

**REPORT SUBMISSION:**

Reports shall be submitted to the electronic addresses and mailing address indicated in the NETL-identified Distribution List provided in the post award debriefing.

**4. PLANNING AND REPORTING REQUIREMENTS**

	FORM NO.	FREQ.	NO. OF COPIES		FORM NO.	FREQ.	NO. OF COPIES
<b>A. GENERAL MANAGEMENT</b>				<b>E. TECHNICAL (One paper copy and One pdf electronic file copy)</b>			
* <input type="checkbox"/> Management Plan	None			<input type="checkbox"/> Technical Progress Report	None		
<input checked="" type="checkbox"/> Status Report	None	M	**	Final Report			
<input checked="" type="checkbox"/> Summary Report	1332.2	M	**	<input type="checkbox"/> Draft for Review	None		
<input checked="" type="checkbox"/> Performance Self Assessment Report	None	E	**	<input type="checkbox"/> Final for Approval	None		
<b>B. SCHEDULE/LABOR/COST</b>				<input type="checkbox"/> Topical Report			
* <input type="checkbox"/> Milestone Schedule/Plan	1332.3			<b>F. PROPERTY</b>			
* <input type="checkbox"/> Labor Plan	1332.4			<input checked="" type="checkbox"/> Report of Contractor's Property Management System	None	P	**
* <input type="checkbox"/> Cost Plan	1332.7			<input checked="" type="checkbox"/> Annual Report of Property in The Custody of Contractor	F580.1-8	YP	**
<input type="checkbox"/> Milestone Schedule/Status Report	1332.3			<input checked="" type="checkbox"/> High Risk Property Report	F580.1-25	YP	**
<input type="checkbox"/> Labor Management Report	1332.8			<input checked="" type="checkbox"/> Report of Physical Inventory of Capital Equipment	None	I	**
<input checked="" type="checkbox"/> Cost Management Report	See Text	M	**	<input checked="" type="checkbox"/> Report of Physical Inventory of Sensitive Items	None	YP	**
<b>C. EXCEPTION</b>				<input checked="" type="checkbox"/> Report of Termination or or Completion Inventory			
<input type="checkbox"/> Conference Record	None			<b>G. OTHER</b>			
<input checked="" type="checkbox"/> Hot Line Report	None	A	**	<input type="checkbox"/> Key Personnel Staffing Report	None		
<input type="checkbox"/> Journal Articles/Conference Papers and Proceedings	None			<input type="checkbox"/> Subcontracting Report	SF-294		
<b>D. ENVIRONMENTAL ES&amp;H</b>				<input type="checkbox"/> Summary Subcontracting Report	SF-295		
<input checked="" type="checkbox"/> Hazardous Substance Plan	None	O	**	<input type="checkbox"/> Software	None		
<input checked="" type="checkbox"/> Hazardous Waste Report	None	FC	**	<input checked="" type="checkbox"/> Staffing Report Summary	See Text	M	**
<input checked="" type="checkbox"/> ES&H Hot Line Report	None	A	**	<input checked="" type="checkbox"/> Invoice Detail Report	See Text	M	**
<input checked="" type="checkbox"/> DOE NETL ES&H Reports (DOE O 231.1, M 231.1-1, O 232.1)	See Orders & Manuals	A	**	<input checked="" type="checkbox"/> Contract Organizational Chart	See Text	S	**
<input checked="" type="checkbox"/> Integrated Safety Management Plan (DOE 450.4)	See DOE Order	O***	**				

**5. Frequency Codes and Due Dates:**

Definition	Calendar days due after event	Definition	Calendar days due after event
A - As Required (See attached text for applicability)	0	O - Once After Award	30
C - Contract Change	15	Q - Quarterly (End of Calendar Quarter)	30
FC - Final End of Effort	0	S - Semi-Annual (End of project year and project year half)	20
FD - Final Technical - Draft Version	-60	Y - Yearly (End of project year, see narrative for details)	30
M - Monthly	15	PY - Yearly Plan for following Federal Fiscal Year	
E - End of Evaluation Period	20		

Property Reports	Other
P - Property Management System - Within 6 months of award date	SS - Subcontracting Report - Semi-Annual due 4/30 and 10/30 for period Ending 3/31 and 9/30 respectively
YP - Yearly Property - due 10/15 for period ending 9/30	YS - Summary Subcontracting - Annually due 10/30 for period ending 9/30
I - Physical Inventory of Capital Equipment - Biennial from award start date	

\* The yearly plans, identified as required in Sections 4A and 4B, are due by September 15 for the following Federal Fiscal Year.

\*\* Reports are to be distributed electronically, along with two (2) hard copies, to the NETL-identified distribution list. Report formats that are indicated shall not be deviated from. If the submission involves a DOE Standard Form, the Contractor may submit the requested information in a format of its own choosing, as long, as the same information is provided. The reports in this checklist apply to the contract in general. The Statement of Work for Tasks and Subtasks may require other specific reports and/or deliverables.

\*\*\* Plan is to be updated annually.

**6. SPECIAL INSTRUCTIONS:**

The forms identified, with a forms number, in the checklist are available at <http://www.netl.doe.gov/business/forms/forms.html>.

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## **GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS (MAR 1999)**

The Contractor shall prepare and submit the plans and reports indicated on the "Reporting Requirements Checklist" to the electronic addresses and mailing addresses provided in the NETL-identified Distribution List. The Distribution List will be provided at the post award debriefing with the Contractor. The level of detail the Contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime Contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime Contractors are required to submit to DOE.

### **STATUS REPORT**

The Status Report presents the Contractor's narrative technical assessment of the work actually performed and the overall status of the various tasks and subtasks. Open items requiring action by either the Contractor or DOE are noted in this report. The report also provides a summary assessment of the current situation, including forecast for the near future and the expected impact on task and/or subtask accomplishment. The report is to include a listing of the major products for each task and subtask in bullet form and, if applicable, a list of pertinent presentations and publications.

### **SUMMARY REPORT DOE F 1332.2**

The Summary Report provides a concise, top-level synopsis of schedule, labor, and cost performance. Most data are presented graphically. The format permits rapid visual comparison of schedule, labor, and cost data. Three components are presented: a cost status graph, a labor status graph, and a milestone chart. The cost and labor graphs are presented on a cumulative basis. Planned and actual numerical data are presented for the specified period. Labor and cost variances are shown on a monthly and cumulative.

### **SEMI-ANNUAL PERFORMANCE SELF-ASSESSMENT REPORT**

For all contract tasks and subtasks involved in an award-fee determination, the Contractor is to provide a self-assessment of work performed during the previous quarters. This report is to include a comprehensive summary of the activities implemented and a self-assessment of performance based quality, schedule, and management performance criteria.

### **COST MANAGEMENT REPORT (AUG 2003)**

#### **PURPOSE**

The Cost Management Report provides a monthly status of actual and estimated costs, funding and plan values, as well as a projection of the funds expiration, for each task within a designated contract. This report serves as an accounting and project management tool. This report will be used by Federal personnel to monitor the funding and cost status of the contract, verify the reasonableness of the Contractor's invoices, formulate budgets and calculate award fee pools.

#### **FORM**

An Adobe (.pdf) file has been included as Attachment D. This is the required format that must be utilized for submission of this report. An Excel version of the file has been posted to the electronic reading room for this solicitation under 2.0 Referenced Documents in SOW. This file may be downloaded from the following Internet site, during the solicitation phase of this procurement: <http://www.netl.doe.gov/business/solicit/ssc2003/index.html>.

#### **INSTRUCTIONS**

Item 1. Enter the official contract title.

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- Item 2. Enter the inclusive start and completion dates for the reporting period.
- Item 3. Enter the official contract number and, if a modification(s) has occurred, append the latest modification number.
- Item 4. Enter the name and address of the Contractor.
- Item 5. Enter the date of the contract's current cost plan, which serves as a baseline for this report.
- Item 6. Enter the official start date of the original contract.
- Item 7. Enter the official completion date as of the latest modification to the contract.
- Item 8. Enter the task numbers, in numerical order, consistent with the contract's Work Breakdown Structure. Modifications to the task will be tracked by an alpha added to the end of the task with "A" designating the first modification.
- Item 9. Enter the budgeting and reporting (B&R) number(s) that is (are) to fund the task. If more than one B&R number is being used, place the pertinent funding information on separate lines.
- Item 10. Enter the cost code which is made up of a financial plan designation and a NETL cost center. The financial plan code is the first two alphas. The following 5 character alpha numeric is the NETL cost center. If more than one cost code is being used, place the pertinent funding information on separate lines.
- Item 11. Enter the program/order number that designates NETL customer work. If more than one number is being used, place the pertinent funding information on separate lines.
- Item 12. Enter the amount of funds that have been obligated against the task in the current fiscal year.
- Item 13. Enter the total obligations awarded to the contract as of the close of the reporting period.
- Item 14. Enter the Approved FY Cost Plans, an estimate of the cost of work planned in the current fiscal year distributed by funding source. Only plan values authorized by the CO shall be recorded in this column.
- Item 15. Enter the total authorized plan value for the entire performance period of the task, which may span multiple fiscal years.
- Item 16. Enter the total actual cost incurred for the reporting period.
- Item 17. Enter the total planned cost for the reporting period as shown in the most recent authorized task work plan.
- Item 18. Enter the total actual cost incurred as of the close of the reporting period for the current fiscal year.
- Item 19. Enter the balance remaining of the planned cost for the current fiscal year as shown in the latest "Approved FY Cost Plan" (item 14).
- Item 20. Enter total actual cost incurred for the task from the inception of the contract to the end of the reporting period.
- Item 21. Enter the total authorized planned cost for the task from the inception of the contract to the date of the report.
- Item 22. Enter the "Next Period Commitments" defined as the cost to be invoiced to NETL during the next period and amounts incurred by the end of the reporting period but not yet invoiced. This would include subcontractor costs and award fee.

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Item 23. Enter the "FY Total Cost" which is defined as the costs that the Contractor expects to incur during the current fiscal year. This will equate to the, "FY To Date Actuals" plus the balance of the year. A contract project manager's estimate may be used to project the balance of the year and should include those costs which have been incurred but not invoiced to NETL.

Upon completion of the first award fee period estimates for fee shall be based on the average of historic fee earned, not 100% of available fee.

Special consideration should be made to estimate subcontract costs when the prime has not received invoices but is aware that work has occurred.

Item 24. Enter the date on which the funds available to the Contractor for a specific task or activity are expected to be fully costed.

Item 25. Enter notes that relate to tasks financial status. Modifications received after the closing date of the reporting period but before the due date of the CMR should be included.

Item 26. Enter the subtotal of all tasks identified as Fossil Energy (FE) work.

Item 27. Enter the subtotal of all tasks identified as Non FE work.

Item 28. Enter the total of all costs for each column that can be summed. If multiple pages are used, enter the total only on the final page.

Item 29. Enter the unit measure for dollar amounts shown (e.g., exact dollars). NETL cost entries are done to the penny. Carry the unit of measure out to decimals (e.g., cents) but format the cell to round so space will be saved. NETL Finance will reformat the appropriate column to two decimals for the purpose of making cost entries.

Item 30. Enter the signature of the responsible Contractor project manager and the date signed, verifying the validity of the furnished information based upon the project manager's knowledge of the contract's current progress and status.

Item 31. Enter the signature of the Contractor's financial representative and the date signed, verifying the validity of the furnished information based upon the financial representative's knowledge of the contract's current progress and status.

\* Any reference to a fiscal year refers to the Federal Government fiscal year, October 1 through September 30 of the following year.

#### **HOT LINE REPORT (MAR 2002)**

The "Hot Line" Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report shall be submitted by the most rapid means available, usually electronic, and should confirm telephone conversations with DOE representatives. Identification as a "Hot Line Report" serves notice at each link in the delivery chain that expedition in handling is required. Unless otherwise agreed by the parties involved, DOE is expected to take action and respond in a similarly timely manner. The report should include:

1. Contractor's name and address;
2. Contract title and number;
3. Date;
4. Brief statement of problem or event;
5. Anticipated impacts; and
6. Corrective action taken or recommended.

Hot line reports shall document the incidents listed below:

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1. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
2. Any significant environmental permit violation is to be reported as soon as possible, but within 24 hours of the discovery of the incident.
3. Other incidents that have the potential for high visibility in the media are to be reported as quickly as possible, but within 24 hours following discovery.
4. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but within 24 hours of the discovery of the failure.
5. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
6. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release which is in violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported, but within 24 hours of the discovery of the accident.
8. Any incident which causes a significant process or hazard control system failure, or is indicative of one which may lead to any of the above defined incidents, is to be reported as soon as possible, but within 5 days of discovery.

The requirement to submit Hot Line Reports for the incidents identified in 1, 2, 3, 6, or 7 is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public.

When an incident is reported in accordance with 4, 5, 6, 7, or 8, the Contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first; if possible, and coordinated with NETL's Office of Public Affairs, the Contracting Officer Representative (COR) and the Contracting Officer.

#### **HAZARDOUS SUBSTANCE PLAN (MAY 1999)**

The Contractor shall submit a Hazardous Substance Plan not later than thirty (30) days after initial contract award. The Plan shall specifically identify each Hazardous Substance (as defined under 40 CFR 261, Subpart D, entitled "Lists of Hazardous Wastes") anticipated to be purchased, utilized or generated in the performance of this contract. For each such Hazardous Substance identified, the Plan shall specifically provide the following information:

- Description of Substance/Chemical
- EPA Hazardous Waste Number
- EPA Hazard Code
- Anticipated Quantity to be purchased, utilized or generated
- Anticipated Hazardous Waste Transporter
- Anticipated Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)
- Anticipated Treatment Method

#### **HAZARDOUS WASTE REPORT (MAY 1999)**

The Contractor shall submit a Hazardous Waste Report at the completion of contract performance. The Report shall

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specifically identify each Hazardous Waste (as defined under 40 CFR 261, Subpart D, entitled "Lists of Hazardous Wastes") actually utilized, or generated in the performance of this contract. For each such Hazardous Waste identified, the Report shall specifically provide the following information:

Description of Substance/Chemical  
EPA Hazardous Waste Number  
EPA Hazard Code  
Actual Quantity Disposed  
Actual Hazardous Waste Transporter  
Actual Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)  
Actual Disposal Date  
Actual Treatment Method

The Hazardous Waste Report is intended as a final reconciliation of anticipated versus actual Hazardous Substances purchased, utilized, or generated in the performance of this contract.

### **ES&H HOT LINE REPORT**

A. The "ES&H Hot Line Report" is to be used to report an ES&H violation. The report must be submitted by the most rapid means available, usually electronic, and is to confirm telephone conversations with the DOE Representatives. Identification as an "ES&H Hot Line Report" serves notice at each link in the delivery chain that "speed in handling" is required. The report must include:

1. Contractor's name and address
2. Contract title and number
3. Date
4. Brief statement of problem or event
5. Anticipated impacts
6. Corrective action taken or recommended

B. ES&H Hot Line Reports are to be used to document incidents such as those listed below:

1. Any non-compliance with the provisions of Clause H27 ENVIRONMENTAL, SAFETY, AND HEALTH-ON-SITE SERVICE CONTRACTS is to be reported within 3 days unless specified otherwise below.
2. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
3. Any significant environmental permit violation is to be reported as soon as possible, but no later than 24 hours following the discovery of the incident.
4. Other ES&H incidents that have the potential for visibility in the media are to be reported as quickly as possible, but no later than 24 hours following the discovery of the incident.
5. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but no later than 24 hours following the discovery of the failure.
6. Any verbal or written Notice of Violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release that is in violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
8. Any incident that causes a significant process- or hazard-control-system failure, or is indicative of one

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that may lead to any of the above-defined incidents, is to be reported as soon as possible, and must be reported within 5 days of discovery.

9. When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first, if possible, by NETL's Public Relations Officer and coordinated with the COR.

**DOE/NETL ES&H REPORTS (DOE O 231.1, M 231.1-1, O 232.1)**

- A. The Contractor shall provide information and reports to NETL in support of DOE's reporting requirements contained in DOE O 231.1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING, DOE M 231.1-1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING MANUAL, and DOE O 231.1, OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION. Content, form, schedule, and applications are provided in the DOE Orders.
- B. Data, information, or reports include, but are not limited to, the following areas (if applicable):
  1. Work-related fatalities, injuries, and illnesses among Contractor employees arising out of work performed primarily at DOE-owned or -leased facilities
  2. Work-hours and vehicle usage
  3. Estimated property valuation
  4. Interim exposure data reporting
  5. Annual exposure data reporting
  6. Radiological exposure to individuals
  7. Annual summary of fire damage
  8. Epidemiologic analyses-excess injuries and illnesses
  9. Occupational, safety, and health information in support of epidemiological studies conducted by external organizations
  10. Quarterly DOE and NETL ES&H performance indicator data
  11. Annual site environmental reports
  12. Annual tabulation of ES&H and quality-related assessments conducted.
- C. As needed, information reports associated with the notification, recording and reporting requirements for accidents and/or incidents shall be prepared in accordance with 29 CFR 1904 and 1910. The Contracting Officer or his/her representative shall be provided with copies of all OSHA-required documentation within 10 days of the associated accident and/or incident.
- D. On a quarterly basis, the Contractor shall report on the following NETL environment, safety, and health indicators (if applicable):
  1. Recordable Injury/Illness Rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked).
  2. Lost Workday Case Rate (total number of OSHA-defined lost workday cases/total hours worked)

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3. OSHA Cost Index (estimated cost of workplace-related injuries and illnesses)
4. Hazardous Waste Generated (total cubic feet of hazardous waste shipped)
5. Metrics and reporting information cited in the Contractor Integrated Safety Management (ISM) Plan

#### **INTEGRATED SAFETY MANAGEMENT PLAN**

An Integrated Safety Management (ISM) Implementation Plan shall be developed and submitted by the Contractor. The plan shall describe how the offeror will implement ISM philosophy, as outlined in DOE P 450.4, Safety Management Policy, and Integrated Safety Management System Guide, DOE G 450.4-1, Volumes 1 and 2, into the planning, budgeting, executive, and assessment of work activities. The plan shall provide (1) a process approach to the integration of ISM's five steps (i.e., defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance) into its everyday work activities; (2) a specific management approach to demonstrate ISM's seven guiding principles (i.e., workforce responsibility and accountability; clear roles, responsibilities and authorities; competence commensurate with responsibilities; balance priorities; identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization); and (3) a discussion on how the execution of the offeror's plan will successfully and cost-effectively integrate with NETL's own ISM and ES&H programs for on-site work to be conducted. An annual update is also required.

#### **PROPERTY REPORTS (JAN 2000)**

The NETL Property Handbook entitled "Management of Government Property in the Possession of Contractors," contains forms, instructions, and suggested formats for submission of property reports. This handbook can be found at <http://www.netl.doe.gov/business/index.html>.

#### **REPORT OF CONTRACTOR'S PROPERTY MANAGEMENT SYSTEM (JAN 2000)**

This report shall consist of the Contractor's comprehensive written property management system and is due within 6 months of the contract award date. It shall address the Contractor's written system for controlling, protecting, preserving and maintaining all Government property. The report format shall be consistent with Contractor's system and shall as a minimum enable comprehensive evaluation by the Government. (If not provided in your local format, see sample in the NETL Property Handbook).

#### **ANNUAL REPORT OF PROPERTY IN THE CUSTODY OF CONTRACTORS (NETL F 580.1-8) (JAN 2000)**

This report includes ALL Government-owned Contractor-acquired and Government-furnished property and materials for which the Contractor is accountable to the Government. This report shall also include Government Property at subcontractor's plants and alternate locations. This report is submitted on NETL F 580.1-8 for the period ending September 30 and is due by October 15.

#### **HIGH RISK PROPERTY REPORT (NETL F 580.1-25) (SEPT 2000)**

Some property, because of its peculiar nature, its potential impact on public health and safety, on the environment, on security interests, or on proliferation concerns, must be handled, controlled, cleared and disposed of in other than the standard manner. High-risk property includes property which is: 1) nuclear-related; 2) proliferation-sensitive or export controlled; 3) chemically, biologically, or radiologically contaminated; 4) national security/military interests; and 5) hazardous materials and wastes. Further definitions of high-risk property can be found at <http://www.pr.doe.gov/ppl.html>. This report is required by the DOE for the control (acquisition, management and disposal) of high risk property to ensure that such disposition does not adversely affect public safety and/or the environment, national security, or nuclear nonproliferation objectives of the United States. This report shall be submitted for the period ending September 30 and is due by October 15 of each year.

#### **REPORT OF PHYSICAL INVENTORY OF CAPITAL EQUIPMENT (JAN 2000)**

Capital equipment is any piece of personal property, equipment, or furniture with a useful service life of 2 years or more and is acquired at a unit cost of \$25,000 or more. The suggested format for this report can be found in the NETL Property Handbook at <http://www.netl.doe.gov/business/index.html> . This report is due 2 years from award date and every 2 years thereafter.

#### **REPORT OF PHYSICAL INVENTORY OF SENSITIVE ITEMS (OCT 2002)**

Sensitive items are identified as small calculators, tape recorders, radios, photographic and projection equipment, typewriters and other office machines, firearms, survey instruments, binoculars, power tools, personal computers, printers, external modems, or other equipment, which because of its general use characteristics and ease of transport are particularly susceptible to misappropriation or theft. These items will usually have an acquisition cost of less than \$25,000. The suggested format for this report can be found in the NETL Property Handbook at <http://www.netl.doe.gov/business/index.html> . This report shall be submitted for the period ending September 30 and is due by October 15 of each year.

#### **REPORT OF TERMINATION OR COMPLETION INVENTORY (SF-1428 AND SF-120) (MAR 1999)**

This report submitted on the SF-1428 and SF-120 is due immediately upon completion or termination of the contract. The Contractor is required to perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the contract.

#### **STAFFING REPORT SUMMARY INSTRUCTIONS (AUG 2003)**

##### **PURPOSE**

The Staffing Report Summary is to provide NETL management with data relative to the number of Contractor FTEs (full time equivalents) charged to each funding source within a contract.

NETL uses this information in budgeting and planning exercises. Also many information requests are received from Headquarters dealing with the location of Contractor employees. This report may be set-up so that the detail from the Invoice/Staffing Report will be automatically entered requiring little manual input.

##### **FORM**

An Adobe (.pdf) file has been included as Attachment D. This is the required format that must be utilized for submission of this report. An Excel version of the file has been posted to the electronic reading room for this solicitation under 2.0 Referenced Documents in SOW. This file may be downloaded from the following Internet site, during the solicitation phase of this procurement: <http://www.netl.doe.gov/business/solicit/ssc2003/index.html> .

##### **INSTRUCTIONS**

- Item 1. Enter participant's name and address.
- Item 2. Enter the contract number.
- Item 3. Enter the name of and address of the organization for whom the services have been provided and is responsible for the payment of the invoice, as designated section G of the subject contract.
- Item 4. Enter the inclusive start and completion dates for the reporting period.
- Item 5. Enter acronym of the contract title.
- Item 6. FTEs charged to B&Rs key to the NETL Intuition Budget will be tracked separately. These B&R numbers will be predetermined on the format given to the Contractor. If changes occur the Contractor will be notified by E-mail with a new format. Enter the number of FTEs charged against the designated B&R.

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Item 7. Enter FTEs charged to other intitutional B&Rs which are not key to the budget. A footnote at the bottom of the form will designate the B&Rs within this category.

Item 8. Enter the collective total of all FTEs charged to the remaining B&R s which are not reported in the Institutional Budget.

Item 9. Enter the total number of FTEs for each row.

Item 10. Enter the FTE labor by site. Offsite – any location not on one of NETL’s as defined in “onsite” below.

Onsite – Federally-owned or leased property within the defined boundaries of NETL at Pittsburgh, PA; Morgantown, WV; Tulsa, OK; and Fairbanks, AK, including, in the case of Morgantown, NETL leased space in the Research Ridge complex immediately adjacent to the boundary.

Item 11. Enter the total number of FTEs for each column.

Item 12. Enter the headcount of employees working at on and offsite locations as defined in item 6 above.

### **INVOICE DETAIL REPORT INSTRUCTIONS (AUG 2003)**

#### **PURPOSE**

The Invoice Detail Report is to serve as the detail for the “Public Voucher for Purchases and Services Other Than Personal” (SF 1034) as referenced in section G of the contract. Each Task shall have a separate spreadsheet. Task managers will review the data as part of the invoice approval process. Also this invoice detail report will serve as the base for the staffing report referenced in section J attachment B “Reporting Requirements Checklist”. The detail provides a monthly status of actual and planned FTE hours worked for each task and headcount within a designated contract. This report will be used by Federal personnel as an information source and as a project management tool.

#### **FORM**

An Adobe (.pdf) file has been included as Attachment D. This is the required format that must be utilized for submission of this report. An Excel version of the file has been posted to the electronic reading room for this solicitation under 2.0 Referenced Documents in SOW. This file may be downloaded from the following Internet site, during the solicitation phase of this procurement: <http://www.netl.doe.gov/business/solicit/ssc2003/index.html>.

#### **INSTRUCTIONS**

Item 1. Enter participant’s name and address

Item 2. Enter the contract number

Item 3. Enter the name of and address of the organization for which the services have been provided and is responsible for the payment of the invoice, as designated section G of the subject contract.

Item 4. Enter a sequential invoice number as designated by the participant.

Item 5. Enter the date the invoice was issued.

Item 6. Enter the inclusive start and completion dates for the invoice period.

Item 7. Enter the employee’s name

Item 8. Enter the labor category title and Exempt (E) or Nonexempt (NE)

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- Item 9. Enter the employee status [full time (FT), part time (PT)]
- Item 10. Enter the employer name (prime Contractor, subcontractor)
- Item 11. Enter the employee's current labor rate.
- Item 12. Enter the actual hours worked in the reporting period by the employee. The available hours may vary by month depending on weekends, holidays, number of days in month, etc.
- Item 13. Enter the total labor per employee for the period.
- Item 14. Enter full time equivalent (FTE) actual time worked.
- Item 15. Enter the FTE labor by site. Offsite – any location not on one of NETL's as defined in "onsite" below.
- Onsite – Federally-owned or leased property within the defined boundaries of NETL at Pittsburgh, PA; Morgantown, WV; Tulsa, OK; and Fairbanks, AK, including, in the case of Morgantown, the NETL leased space in the Research Ridge complex immediately adjacent to the boundary.
- Item 16. Enter the cumulative hours worked to date per employee for the given task.
- Item 17. Enter the pervious months costs (can be done by copying the values from "Cumulative Current Cost, column N on the spreadsheet). This column will be used to calculate the cumulative current cost column and can be hidden in subsequent invoices.
- Item 18. The cumulative current cost is the total of cost from previous periods plus the cost for the current period.
- Item 19. Enter the task number and title.
- Item 20. Enter the total items of 12 through 18 described above.
- Item 21. Enter the planned/actual labor hours for the current period
- Item 22. Enter the planned/actual labor hours for the cumulative period
- Item 23. Other direct costs (ODCs) include those cost other than labor which are directly related and charged to the task.
- Item 24. Enter a very brief description of the other direct costs.
- Item 25. Enter material costs for the period and cumulative to date
- Item 26. Enter the travel costs for the period and cumulative to date
- Item 27. Enter the training cost for the period and cumulative to date.
- Item 28. Enter fee awarded to the task.
- Item 29. Enter total of all ODCs costs and fee.
- Item 30. Enter the total cost and fee for labor and ODCs.
- Item 31. Enter the labors costs that were charged to each B&R funded to the task. Enter the total FTEs by budgeting and reporting (B&R) numbers at each site. This information is derived in combination with the Cost Management Report (CMR) by using the "total actual cost incurred for the reporting period" – Item 16 on the CMR - and prorating the costs according to the B&Rs and funding office (cost center) within each task

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and applying to the corresponding task, by site location, on the Staffing Report. Example: Task 60123 on the CMR is funded with AN2006000 and AW0301000 B&Rs from MD and MA (cost centers). When prorated, the task consists of 82% AN2006000 and 18% AW0301000 costs. The percentages would then be applied to Task 60123 FTEs on the Staffing Report.

### **CONTRACT ORGANIZATION CHART**

#### **PURPOSE**

The Contract Organization Chart provides a detailed breakdown of the Contractor's FTE's for the NETL functional areas they are supporting. The data to be provided by the Contractor for each NETL functional area is labor category, name, location, and FTE allotment. This report will be used by Federal personnel as an information source and as a project management tool.

#### **FORM**

A Microsoft Power Point (.ppt) file has been included in Part III, Section J, Attachment G. This is the required format that must be utilized for submission of this report.

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**J.4 ATTACHMENT C – PERFORMANCE EVALUATION PLAN (PEP)**

**AWARD FEE PERFORMANCE EVALUATION PLAN (PEP)**

**A) BACKGROUND**

- 1) This plan describes the process for administering the award fee provisions of the contract and provides the basis for:
  - a) Documenting how performance during a specific award fee period will be evaluated and fee determined;
  - b) Assuring that the Contractor's performance is objectively evaluated in a fair and consistent manner; and
  - c) Allowing the Contractor to earn fee commensurate with performance expended against performance expectations and measures. Optimum performance represents the most favorable degree of performance obtainable given the Contractor's resources.
- 2) Each award fee evaluation period shall be 6 months in total duration unless otherwise specified.
- 3) The following matters, among others, are covered in the contract:
  - a) The term of the contract is 3 years, with one 24-month option.
  - b) The estimated cost and fee pool are subject to equitable adjustment that may result from changes or modifications as detailed in H.18 – Performance Based Award Fee.
  - c) The fee award will be determined periodically by the Fee Determination Official (FDO) in accordance with this plan.
  - d) The FDO may unilaterally make changes to this plan.

**B) STRUCTURE FOR AWARD FEE ADMINISTRATION**

The following structure is established for administering the performance award fee provisions of the contract.

1. Fee Determination Official (FDO)
  - a) The FDO is the Director of the National Energy Technology Laboratory (NETL) and Head of the Contracting Activity.
  - b) Primary responsibilities of the FDO include
    - (1) Determining the Contractor's evaluated award fee for each evaluation period.
    - (2) Authorizing changes to this plan.
2. Performance Evaluation Board (PEB)

With guidance from the Contracting Officer, the PEB is responsible for evaluating the Contractor's performance and for summarizing the performance evaluation at the end of each evaluation period. The PEB prepares the Award Fee Determination Report to recommend award fee to the FDO.

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a) Chairman and Membership

The Chairman of the PEB will be a member of the Senior NETL staff and will be designated by the FDO. PEB members may include the Contracting Officer, the Contracting Officer's Representative, Task Managers, or Sub-Task Monitors or other NETL staff as designated by the PEB Chairman. The Government may change the chairman and membership without advance notice to the Contractor.

b) Performance Raters (PR)

PRs will include those NETL staff with management responsibility over some portion of the work performed under the contract. Hence, PRs may include such NETL staff as the Contracting Officer's Representative, Task Managers, and Sub-Task Monitors. To complete their ratings, PRs may obtain advice from subject matter experts, including technology managers, project managers, ES&H staff, and financial analysts at NETL and program managers from DOE Headquarters. The Government may change PRs without advance notice to the Contractor.

**C. EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

1. Rating Plan

- a) The Contractor's performance shall be evaluated and rated according to this Performance Evaluation Plan. The (1) Performance Measures, Evaluation Factors, and Scoring, and (2) the Award Fee Structure are attached as indicated below.

(1) Performance Measures, Evaluation Factors, and Scoring: Exhibit E-1

(2) Award Fee Structure: Exhibit E-2

- b) Exhibit E-2 is the basis for translating performance scores into a recommended award fee for the FDO's consideration regarding the amount of award fee earned. In no way does it impose a requirement that the FDO accept this recommendation as a determination of the amount of award fee warranted for the Contractor's performance during a rating period.

2. Performance Evaluation Process

PRs are responsible for evaluating products and related task/subtasks and providing these evaluations together with supporting narrative to the Contracting Officer's Representative (COR) and the Chairman of the PEB. The Chairman of the PEB and the COR will determine a score for the level of performance for each performance measure according to the tables in Exhibit E-1. The Chairman of the PEB will sum these scores to calculate the Contract Performance Score for the evaluation period. This score and the Award Fee Structure table in Exhibit E-2 will form the basis for the recommendation for award fee for the evaluation period. The supporting narrative comments from the PRs will form the basis for the Award Fee Determination Report that will be prepared by the PEB.

3. Award Fee Determination Process

Presented below are process steps that will be followed to evaluate and determine fee awarded to the Contractor, based on performance.

- (1) A post-award contract briefing will be held within 30 calendar days after contract award to review contract provisions and the Performance Evaluation Plan requirements. This meeting will be attended by NETL and Contractor personnel.
- (2) Within 20 calendar days following the end of each evaluation period, the Contractor shall submit a self-evaluation of performance (against the Performance requirements for products and tasks) for the period under consideration.

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- (3) Within 35 calendar days following the close of each evaluation period and upon review of the contractor's self-evaluation, the Chairman of the PEB will present NETL evaluation findings to the Contractor.
- (4) The Contractor will be afforded an opportunity to submit comments within 5 business days after the NETL evaluation findings are presented.
- (5) The report of findings, inclusive of Contractor findings, will be finalized by the PEB as the Award Fee Determination Report and will be provided to the FDO within 10 business days after the Contractor submits comments.
- (6) This Award Fee Determination Report determines the Contractor's fee for the performance period upon approval, or modification, by the FDO.
- (7) The FDO notifies the Contractor, the PEB Chairman, and the Contracting Officer of the fee determination in writing within 10 business days of Receipt of the Award Fee Determination Report.
- (8) The Contractor attaches the FDO-signed Award Fee Determination Report and the FDO's fee determination letter to a voucher and submits this invoice to the Government for payment of its award fee.
- (9) The Government processes the Contractor's invoice and the fee is paid.

**D. REVISING THE PERFORMANCE EVALUATION PLAN**

1. Right to make unilateral changes to the Performance Evaluation Plan

Any matters covered in this plan not otherwise requiring mutual agreement under the contract may be changed unilaterally by the FDO not later than 15 business days prior to the beginning of an evaluation period.

2. Bilateral changes to the Performance Evaluation Plan

Bilateral changes to the Performance Evaluation Plan may be made any any time during the Performance evaluation period.

**EXHIBIT E-1**

**PERFORMANCE MEASURES, EVALUATION FACTORS, AND SCORING**

The performance measures and performance values are identified below.

Performance Measure Number	Performance Measure	Performance Value (Points)
1	Management Effectiveness	15
2	Quality of Products	60
3	Product Delivery Schedule	25
	Total	100

**PERFORMANCE MEASURE NO. 1 - MANAGEMENT EFFECTIVENESS**

The evaluation of this performance measure will include all aspects of contract performance including cost effectiveness. Management Effectiveness will be evaluated by a senior PR appointed by the FDO. Task-related input will be provided by the COR. The objective of this performance area is to enhance Contractor performance of specific management functions which are identified in the evaluation factors and which are essential to effective and efficient management of the contract/task order.

**Evaluation Factors for Management Effectiveness**

The Contractor's management effectiveness will be evaluated based on the following factors:

- a. Cost Effectiveness - The demonstrated performance by the Contractor in maintaining tasks and subtasks within planned costs and in developing and implementing practices and processes resulting in cost efficiencies.
- b. Problem Resolution - The demonstrated performance by the Contractor in executing contract/task order activities that:
  - (1) identify potential problems in a timely manner; and
  - (2) promptly, remedy, correct, or eliminate undesirable conditions that arise during performance.
- c. Coordination - The demonstrated performance by the Contractor in effectively coordinating on-site and off-site support by the Contractor, by principal subcontractors, and by vendors or lower tier subcontractors to accomplish all assigned objectives as authorized.
- d. Innovation - The Contractor's demonstrated innovation in recommending actions or plans for DOE approval which substantially increase the value of support services through cost reduction and/or improvement of results.
- e. Financial Reporting - The demonstrated performance by the Contractor in providing accurate and timely cost data, contractual reports, invoices, plans, and proposals per the contract/task order's terms and conditions.
- f. Contract/task order Notifications - The demonstrated performance by the Contractor in complying with the contract's terms and conditions affecting contract/task order cost (e.g., response to issuance of limitation of cost letters on a task or subtask basis, etc.).
- g. Manpower Management - The demonstrated performance by the Contractor in managing direct labor and other direct costs as identified in the contract/task order's plan covering authorized tasks and subtasks.
- h. Environment, Safety, and Health (ES&H) - The Contractor's demonstrated compliance to contractually identified Federal, state, and local ES&H requirements.

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- i. Integrated Safety Management (ISM) - The demonstrated performance by the Contractor in:
  - (1) Applying ISM's seven principles and five functions to the planning, budgeting, execution, and improvement of management and work activities.
  - (2) Implementing requirements in the ISM plan.
  - (3) Implementing requirements of NETL's environmental management system (EMS).
- j. Socioeconomic - The demonstrated performance by the Contractor in achieving or exceeding socioeconomic goals identified by DOE.

**Performance Value (Points) for Management Effectiveness**

The Contractor will be evaluated on objective evidence demonstrating performance against the management effectiveness factors identified above. The breadth and depth of demonstration for the total contract will be primarily considered in evaluating performance. This measure will be scored from 0 to 15 as outlined below. The overall score earned for the evaluation period will be applied to fifteen (15) percent of the available award fee pool on each task order.

Measure	Expectation	Level of Performance	Performance Value (Points)
Management Effectiveness	Full demonstration (e.g., all factors objectively demonstrated) of management effectiveness factors	Full demonstration (e.g., all factors objectively demonstrated) of management effectiveness factors with particular attention to demonstration of cost effectiveness.	15
		Widespread demonstration (e.g., high majority of factors objectively demonstrated) of management effectiveness factors, including cost effectiveness.	10
		Good demonstration (e.g., majority of factors objectively demonstrated) of management effectiveness factors.	6
		Fair demonstration (e.g., some of the factors objectively demonstrated) of management effectiveness factors.	3
		Inconsistent and/or lacking demonstration of management effectiveness factors.	0

Note:

- Performance scores from 0 to 15, at the discrete levels provided in the table, can be earned by the Contractor for management effectiveness.
- The performance value points (score) earned for management effectiveness will be used in the overall algorithm for determining award fee.

**PERFORMANCE MEASURE NO. 2 - QUALITY OF PRODUCTS**

Each authorized task and subtask under the contract shall provide at least one completed TAMS Performance Evaluation form during each evaluation period, where an evaluation form is completed upon the delivery of a

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product, the evaluation of continuous service, or the completion of a task or subtask. During each evaluation period, products planned to be completed, products from tasks of continuous service, and tasks or subtasks completed under this contract shall be objectively evaluated for Contractor performance in the delivery of quality products. Tasks authorized under the contract may be limited to one of the three service activities (i.e., Planning, Analysis, or Technology Communication) under the contract or may integrate work covering two or all three service areas. The quality of products delivered under each authorized task will be evaluated equally, irrespective of service area, using the factors identified below.

#### **Evaluation Factors for Quality of Products**

The Contractor's performance in delivering quality products will generally be evaluated based on the following quality factors related to support activities performed in the Planning, Analysis, and Technology Communications Service Areas identified in the Statement of Work/Performance Work Statement:

a. **Planning:**

- (1) Technology plans and reports that are comprehensive, accurate, and error-free.
- (2) Documents and reports identifying technology development and resource needs that are descriptive and concise and that accurately and fully reflect stakeholder requirements.
- (3) Planning documents and reports that are thorough and complete and that properly address the strategic direction of the organization.
- (4) Activities that are comprehensive and compliant to the requirements of the Government.

b. **Analysis:**

- (1) Program and project reviews that are comprehensive, accurate, and error-free.
- (2) Technical information that is accurately prepared and disseminated in a timely manner.
- (3) Comprehensive and accurate performance and progress reviews.
- (4) Technology analyses and evaluations that are comprehensive, accurate, properly documented, and duly discuss technology status issues.
- (5) Economic, engineering, environmental, and risk assessments that are comprehensive, accurate and incorporate current information and standards.
- (6) Literature searches and technical reviews that are comprehensive and address program needs.
- (7) Products for solicitation support that are comprehensive, accurate, and responsive to solicitation requirements.
- (8) Domestic and international marketing information that is comprehensive, accurate, and properly reflects the current technical and market status.
- (9) Records and information management that is accurate and meets DOE requirements.
- (10) Policy and regulatory documents and information that are comprehensive, accurate, and appropriately describe the prevailing energy and environmental trends.
- (11) Quality management reviews, audits, recommendations, and actions that are complete, accurate, and responsive to NETL requirements.

c. **Technology Communications:**

- (1) Communication plans for stakeholders and the public that are comprehensive, accurate, and meet customer requirements.
- (2) Technology transfer and project documents and information that are comprehensive, accurate, and disseminated in an efficient manner.
- (3) Products related to outreach events, workshops, and communication activities that are comprehensive, accurate, and meet all user needs and specifications.
- (4) Foreign visitor support that is responsive to NETL and visitor requirements within applicable regulations.
- (5) Technical support and training that adds value or improves performance.
- (6) Technology transfer support that facilitates the commercialization of research conducted or supported by NETL and accurately reflects status and progress.
- (7) Information and information systems coordination that is responsive and accurate.

- (8) Presentations that are comprehensive, accurate, and error-free and that are prepared using NETL's standard presentation guidelines and mediums.
- (9) Multimedia products that meet all specifications and contain no errors.
- (10) Products related to public inquiries that are comprehensive, accurate, and responsive to user needs.
- (11) Customer feedback information that is comprehensive, accurate, and meets user specification and needs.

It should be noted by the Contractor that each task or subtask will specifically state the performance requirements for that task/subtask. The above factors are provided for guidance as to the type of factors that are likely to be included by the task/subtask manager for the evaluation of the Quality of Products measure.

**Performance Value (Points) for Quality of Products**

The Contractor will be evaluated on objective evidence demonstrating performance in delivering products meeting task performance requirements using the quality factors identified in the task. Products for delivery will be specified for each authorized task issued under the contract. Products may encompass the range of delivered written reports and documents, oral reports or presentations, electronic communications, software files, and contributions to discussions or implementation of plans, analyses, or communications, or activities of a continuous nature. The quality of the Contractor's non-oral work products will be determined based on the final delivered product, or surveillance of continuous activities, following consideration of normal reviews and revisions needed to ensure comprehensiveness in fully addressing the Government's requirements. Products that achieve the quality factors identified in the task and that are accepted upon initial receipt or inspection by the Government without needed revisions, corrections, or errors (i.e. errors associated with non-performance on the part of the Contractor) shall be considered to fully meet the highest level of performance. During each evaluation period, products planned to be completed, products from tasks of continuous service, and tasks or subtasks completed under this contract will be scored at discrete levels of 0, 20, 35, 50, or 60, based on the achievement of quality factors as defined for the product. By averaging the scores for individual products under each task or subtask area, an overall task or subtask score will be generated. Task scores will then be weighted based on the percentage of available fee associated with each task or subtask. The performance value points (score) for quality of products will be the summation of these weighted task scores. These performance value points (score) for quality of products will be used in the algorithm for determining award fee. The table below provides a guide for the performance value score for each individual product.

Measure	Expectation	Level of Performance	Performance Value (Points)
Quality of Products	100% achievement (through objective evidence) of product quality factors and delivery of error-free products	100% achievement of quality factors in delivering error-free products.	60
		Widespread achievement (e.g., high majority objectively achieved) of quality factors and error-free products.	50
		Good achievement (e.g., majority objectively achieved) of quality factors and error-free products.	35
		Fair achievement (e.g., some objectively achieved) of quality factors and error-free products.	20
		Inconsistent and/or lacking achievement of quality factors and error-free products.	0

Note:

- Products will be scored at the discrete levels provided in the table. An overall task performance score, representing the average of the scores for the products, can be earned by the Contractor for Quality of Products. For example, during an evaluation period, four products under a task are discretely scored as follows: 60, 50, 50, and 60. The overall score for the task will be 55.

**PERFORMANCE MEASURE NO. 3 – PRODUCT DELIVERY SCHEDULE**

Each planned product in authorized tasks and subtasks of the contract will have an associated delivery schedule. Product delivery requirements under authorized tasks in this contract shall be objectively and collectively evaluated for Contractor performance in achieving established schedules. Performance in achieving product delivery schedules will be evaluated using the factors identified below.

**Evaluation Factors for Product Delivery Schedule**

During each evaluation period, the delivery dates of products will be compared with their planned delivery schedules. For each task, the percentage of required product deliveries that are achieved by the Contractor in accordance with the schedules specified in authorized tasks will be determined.

**Performance Value (Points) for Product Delivery Schedule**

The Contractor’s performance in delivering products according to established schedules will be evaluated using the procedure identified above. The score for this measure will be based on the accumulation of all products scheduled for each task (or subtask) to be delivered within the performance period. This measure will be scored from 0 to 25 as outlined below.

Task scores will then be weighted based on the percentage of available fee associated with each task or subtask. The performance value points (score) for delivery schedule will be the summation of these weighted task scores. These performance value points (score) for delivery schedule will be used in the algorithm for determining award fee.

Measure	Expectation	Level of Performance	Performance Value (Points)
Product Delivery Schedule	100% delivery (through objective evidence) of products on or before established schedules.	100% of products delivered on or before established schedules.	25
		80% - 99% of products delivered on or before established schedules.	20
		60% - 79% of products delivered on or before established schedules.	12
		40% - 59% of products delivered on or before established schedules.	5
		Less than 40% of products delivered on or before established schedules.	0

Note:

- Performance scores from 0 to 25, at the discrete levels provided in the table, can be earned by the Contractor for Product Delivery Schedule.

**FINAL PERFORMANCE RATING FOR EACH PERFORMANCE EVALUATION PERIOD**

At the end of each performance evaluation period, the Contractor shall receive performance value points (scores) for each of the three established Performance Measures (Management Effectiveness, Quality of Products, and Product Delivery Schedule). An overall performance score (summation of performance value points) for the performance evaluation period will be determined by the algorithm which sums the individual performance scores obtained by the Contractor in the three established Performance Measures under the individual task order. The overall performance score will be used in computing the percentage of available fee to be awarded for Contractor performance during the evaluation period, in accordance with the chart provided in Exhibit E-2.

**EXHIBIT E-2**

**AWARD FEE STRUCTURE**

The following chart is for use in converting the Contractor's overall performance score into percentages of available award fee.

<b>Overall Performance Score</b>	<b>Percent of Available Award Fee</b>
95 to 100	100
90 or greater but less than 95	95
85 or greater but less than 90	90
80 or greater but less than 85	80
75 or greater but less than 80	70
70 or greater but less than 75	55
65 or greater but less than 70	40
Below 65	0

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**J.5 ATTACHMENT D – COST MANAGEMENT REPORT / STAFFING SUMMARY REPORT /  
INVOICE DETAIL REPORT**

An Adobe Acrobat (.pdf) file is incorporated in this contract as the format required for the Cost Management Report, Staffing Summary Report, and Invoice Detail Report and is attached as a separate .pdf file (entitled 41816 Attachment D.pdf).

**J.6 ATTACHMENT E – RESERVED**

**J.7 ATTACHMENT F – LABOR CATEGORIES AND DESCRIPTIONS**

The Government/Contractor are not limited to the labor categories listed in Section J.7 only. Additional categories may be required in the future as necessary and should be requested in the Contractor’s task management plan. These labor categories are incorporated as part of the contract to establish the minimum qualifications the offeror proposes on the solicitation.

**TECHNOLOGY & MANAGEMENT SERVICES, INC.  
 POSITION DESCRIPTIONS OF DIRECT LABOR CATEGORIES**

<b>Government Direct Labor Category</b>	<b>TMS' Corresponding Labor Category</b>	<b>TMS' Labor Category Position* Description</b>
<b>Engineer/Scientist 1</b>		Entry level professional position requiring a Bachelor’s degree or equivalent. Positions require performance of a variety of assignments (e.g., information collection and organization, and report writing and editing). Increasing understanding of client programs with substantial direct client exposure in a variety of office settings (technical and administrative). Assignments may be of varying duration.
<b>Engineer/Scientist 2</b>		BS/BA degree required. Two years of professional experience specifically associated with federal government administration, or with scientific/technical programs. Demonstrated potential to assume increasingly complex leadership/management responsibilities. Position requires professional experience with demonstrated expertise in a specific technical/administrative area or proven ability in research and analysis; project definition, planning, and implementation; and report writing and editing. Some computer literacy required.
<b>Engineer/Scientist 3</b>		BS/BA degree required. Five years professional experience or proven equivalent ability required. Comprehensive understanding of skills associated with successful task management. Computer literacy required. Position requires significant professional experience, including project team management. The position may or may not require direct personnel supervision. The employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. The employee is required to lead a team effort of the same scope.
<b>Engineer/Scientist 4</b>		BS/BA degree required. Five years professional experience or proven equivalent ability required. Comprehensive understanding of skills associated with successful task management. Computer literacy required. Position requires significant professional experience, including project team management. The position may or may not require direct personnel supervision. The employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. The employee is required to lead a team effort of the same scope.
<b>Business/Engineering Analyst 1</b>		Entry level professional position requiring a Bachelor’s degree or equivalent. Positions require performance of a variety of assignments (e.g., information collection and organization, and report writing and editing). Increasing understanding of client programs with substantial direct client exposure in a variety of office settings (technical and administrative). Assignments may be of varying duration.

<b>Government Direct Labor Category</b>	<b>TMS' Corresponding Labor Category</b>	<b>TMS' Labor Category Position* Description</b>
		BS/BA degree required. Two years of professional experience specifically associated with federal government administration, or with scientific/technical programs. Demonstrated potential to assume increasingly complex leadership/management responsibilities. Position requires professional experience with demonstrated expertise in a specific technical/administrative area or proven ability in research and analysis; project definition, planning, and implementation; and report writing and editing. Some computer literacy required.
<b>Business/ Engineering Analyst 2</b>		BS/BA degree required. Five years professional experience or proven equivalent ability required. Comprehensive understanding of skills associated with successful task management. Computer literacy required. Position requires significant professional experience, including project team management. The position may or may not require direct personnel supervision. The employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. The employee is required to lead a team effort of the same scope.
<b>Business/ Engineering Analyst 3</b>		BS/BA degree required. Five years professional experience or proven equivalent ability required. Comprehensive understanding of skills associated with successful task management. Computer literacy required. Position requires significant professional experience, including project team management. The position may or may not require direct personnel supervision. The employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. The employee is required to lead a team effort of the same scope.
<b>Business/ Engineering Analyst 4</b>		BS/BA degree required. Five years professional experience or proven equivalent ability required. Comprehensive understanding of skills associated with successful task management. Computer literacy required. Position requires significant professional experience, including project team management. The position may or may not require direct personnel supervision. The employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. The employee is required to lead a team effort of the same scope.
		BS/BA degree required. Masters degree preferred. Ten years professional experience or proven equivalent ability required. Computer literacy required. Position requires extensive professional experience, including project team management on multiple tasks. The position may or may not require direct personnel supervision, but the employee must have the proven ability to perform this role. Employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. Employee is required to lead a team effort of the same scope. Position requires the ability to serve as an independent consultant to clients on a wide variety of management and technical problems.



Government Direct Labor Category	TMS' Corresponding Labor Category	TMS' Labor Category Position* Description
Technical Communications Specialist 1		Entry level professional position requiring a Bachelor's degree or equivalent. Positions require performance of a variety of assignments (e.g., information collection and organization, and report writing and editing). Increasing understanding of client programs with substantial direct client exposure in a variety of office settings (technical and administrative). Assignments may be of varying duration.
Technical Communications Specialist 2		BS/BA degree required. Two years of professional experience specifically associated with federal government administration, or with scientific/technical programs. Demonstrated potential to assume increasingly complex leadership/management responsibilities. Position requires professional experience with demonstrated expertise in a specific technical/administrative area or proven ability in research and analysis; project definition, planning, and implementation; and report writing and editing. Some computer literacy required.
		BS/BA degree required. Five years professional experience or proven equivalent ability required. Comprehensive understanding of skills associated with successful task management. Computer literacy required. Position requires significant professional experience, including project team management. The position may or may not require direct personnel supervision. The employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. The employee is required to lead a team effort of the same scope.
Technical Communications Specialist 3		BS/BA degree required. Five years professional experience or proven equivalent ability required. Comprehensive understanding of skills associated with successful task management. Computer literacy required. Position requires significant professional experience, including project team management. The position may or may not require direct personnel supervision. The employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. The employee is required to lead a team effort of the same scope.
Technical Communications Specialist 4		BS/BA degree required. Five years professional experience or proven equivalent ability required. Comprehensive understanding of skills associated with successful task management. Computer literacy required. Position requires significant professional experience, including project team management. The position may or may not require direct personnel supervision. The employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. The employee is required to lead a team effort of the same scope.

<b>Government Direct Labor Category</b>	<b>TMS' Corresponding Labor Category</b>	<b>TMS' Labor Category Position* Description</b>
		<p>BS/BA degree required. Masters degree preferred. Ten years professional experience or proven equivalent ability required. Computer literacy required. Position requires extensive professional experience, including project team management on multiple tasks. The position may or may not require direct personnel supervision, but the employee must have the proven ability to perform this role. Employee is required to independently plan and conduct extensive research and analysis resulting in products of significant impact. Employee is required to lead a team effort of the same scope. Position requires the ability to serve as an independent consultant to clients on a wide variety of management and technical problems.</p>
<b>Administrative Specialist 1</b>		<p>A high school diploma is required. At least one year of related work experience is preferred, with at least a typing speed of at least 60 wpm for word processors. Some familiarity with a variety of word processing equipment and associated software is preferred. This position covers personnel from entry level to supervisors engaged in word processing, reproduction, mail services, and office management activities.</p>
<b>Administrative Specialist 2</b>		<p>A high school diploma is required. At least one year of related work experience is preferred, with at least a typing speed of at least 60 wpm for word processors. Some familiarity with a variety of word processing equipment and associated software is preferred. This position covers personnel from entry level to supervisors engaged in word processing, reproduction, mail services, and office management activities.</p>
<b>Administrative Specialist 3</b>		<p>A high school diploma is required. At least one year of related work experience is preferred, with at least a typing speed of at least 60 wpm for word processors. Some familiarity with a variety of word processing equipment and associated software is preferred. This position covers personnel from entry level to supervisors engaged in word processing, reproduction, mail services, and office management activities.</p>
<b>Administrative Specialist 4</b>		<p>A high school diploma is required. At least one year of related work experience is preferred, with at least a typing speed of at least 60 wpm for word processors. Some familiarity with a variety of word processing equipment and associated software is preferred. This position covers personnel from entry level to supervisors engaged in word processing, reproduction, mail services, and office management activities.</p>

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**POSITION DESCRIPTIONS OF DIRECT LABOR CATEGORIES**

<b>Government Direct Labor Category</b>	<b>Corresponding Labor Category</b>	<b>Labor Category Position* Description</b>
<b>Business/Engineering Analyst 2</b>		Bachelor's Degree in business (e.g., management, administration, marketing, accounting, or related technical field) with at least five years experience in activities dealing with energy and environmental issues are required. Good problem solving skills and analytical skills. Demonstrated ability in understanding business requirements and translate them into engineering solutions. Specific knowledge in the area of Federal budget formulation and execution and performance measurement including progress tracking is essential. The Business/Engineering Analyst 2 performs a variety of business related assignments in program, product and project management and routinely contributes to a program area team.
<b>Technical Communications Specialist 2</b>		Bachelor's degree in business, scientific discipline, or specialist areas such as communication, education, economics, communications, journalism, or public affairs with at least five years experience in positions dealing with energy and environmental issues are required. An advanced degree can be substituted for two years' experience. Demonstrated knowledge is required in one or more of the following: communications and outreach methods and techniques, including writing and presentation; international affairs, including economics and policy.

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**POSITION DESCRIPTIONS OF DIRECT LABOR CATEGORIES**

<b>Government Direct Labor Category</b>	<b>Corresponding Labor Category</b>	<b>Labor Category Position* Description</b>
<b>Engineer/Scientist 1</b>		Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, mining, nuclear, petroleum, safety, or software), or related scientific/engineering field. Good communication and analytical skills. The Engineer/Scientist 1 performs a variety of engineering assignments in one of the following areas: analysis, planning, coordination, and technical assessment of individual programs or several separate programs. Generally serves as a member of a team supporting one or more of the areas described above.
<b>Engineer/Scientist 4</b>		Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, mining, nuclear, petroleum, safety, or software), or related scientific/engineering field. Good communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least 7 years of job-related experience, or a Master's degree. A Professional Engineer's license may substitute for 2 years of experience. The Engineer/Scientist 4 performs as a lead on more complex engineering assignments. Performs a variety of key engineering assignments in one or more of the following areas: analysis, planning, coordination, technical assessment of individual programs or several separate programs. Requires the use of advanced techniques and the modification and extension of theories, precepts, and practices as necessary.

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**POSITION DESCRIPTIONS OF DIRECT LABOR CATEGORIES**

<b>Government Direct Labor Category</b>	<b>Corresponding Labor Category</b>	<b>s Labor Category Position* Description</b>
<b>Engineer/Scientist 3</b>		Bachelors degree in Engineering, or related scientific field and at least 5 years of job-related experience or a Masters degree equivalent. Good communications and analytical skills; working knowledge of computer systems and integrated software application programs. Position may require travel. Position may require the ability to pass and maintain a Security Clearance.
		Bachelors degree and 5 years of job-related experience in biology, chemistry, economics, geology, physics, mathematic or related scientific field or a Masters degree or equivalent. Excellent communications and analytical skills, working knowledge of computer systems and integrated software application programs. Position may require travel. Position may require the ability to pass and maintain a security clearance.
<b>Engineer/Scientist 4</b>		Bachelors degree in Engineering, or related scientific field and at least 8 years of job-related experience or a Masters degree and 3 years of experience or a Ph. D. or equivalent. A Professional Engineer's license may substitute for 2 years of experience. Excellent communication and analytical skills; working knowledge of computer systems and integrated software application programs. Position may require travel. Position may require the ability to pass and maintain a Security Clearance.
		Bachelors degree and 8 years of job-related experience in biology, chemistry, economics, geology, physics, mathematic or related scientific field or a Masters degree and 3 years of experience or a Ph.D or equivalent. Excellent communications and analytical skills, working knowledge of computer systems and integrated software application programs. Position may require travel. Position may require the ability to pass and maintain a security clearance.
<b>Business/Engineering Analyst 3</b>		Bachelor's degree in Business/Finance/Economics and at least 7 years of job-related experience or equivalent. Good written communication skills; working knowledge of word processing and integrated software applications; organizational skills and ability to perform detail-oriented work are required. Position may require travel. Position may require the ability to pass and maintain a Security Clearance.
<b>Business/Engineering Analyst 4</b>		Bachelors degree in Business Administration or a related field and 10 years of job related experience or equivalent. Good written communication skills; working knowledge of word-processing and integrated software applications; organizational skills and ability to perform detail-oriented work are required. Position may require travel. Position may require the ability to pass and maintain a Security Clearance.
<b>Technical Communications Specialist 1</b>		Bachelor's degree in English or Journalism with no job-related experience required or equivalent. Good written communication skills, working knowledge of word-processing and integrated software applications; organizational skills and ability to perform detail-oriented work are required. Position may require the ability to pass and maintain a Security Clearance.

<b>Government Direct Labor Category</b>	<b>Corresponding Labor Category</b>	<b>Labor Category Position* Description</b>
<b>Technical Communications Specialist 3</b>		Bachelor's degree in English or Journalism and at least 7 years of job-related experience or equivalent. Excellent written communication skills; working knowledge of word-processing and integrated software applications; organizational skills and ability to perform detail-oriented work are required. Position may require travel. Position may require the ability to pass and maintain a Security Clearance.
<b>Technical Communications Specialist 4</b>		Bachelor's degree in English or Journalism and at least 10 years of job-related experience or equivalent. Excellent written communication skills; working knowledge of word-processing and integrated software applications; organizational skills and ability to perform detail-oriented work are required. Position may require travel. Position may require the ability to pass and maintain a Security Clearance.
<b>Administrative Specialist 3</b>		Bachelors degree in Business Administration or a related field and 5 years of job related experience or equivalent. Good written communication skills; working knowledge of word-processing and integrated software applications; organizational skills and ability to perform detail-oriented work are required. Position may require travel. Position may require the ability to pass and maintain a Security Clearance.

**J.8 ATTACHMENT G – RESERVED**

