AWARD/CONTRACT E-AC01-06FE69368	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1 OF PAGES 43

CONTRACT (Proc. inst. ident.) NO.	3. EFFECTIVE DATE	4. REQUISITION PURCHASE REQUEST PROJECT NO.
DE-AC01-06FE69368	July 5, 2006	01-06FE69368.000 SBA No. 0353-06-604586

5. ISSUED BY CODE ME 642.1	6. ADMINISTERED BY (if other than item 5) CODE
U. S. Department of Energy 1000 Independence Ave., SW Washington, DC 20585	Same as block 5

7. Name and address of contractor (No., street, city, county, State & ZIP Code)	8. DELIVERY
Prime: U.S. Small Business Administration 1110 Vermont Avenue, NW – 9th Floor Washington, D. C. 20043-4500 Sub: Information, Inc. 9426 Stewartown Road, #2C Montgomery Village, Maryland 20879	☐ FOB ORIGIN ☐XX OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES THE ADDRESS SHOWN IN: ITEM See Clause G.2 – Billing Instructions
CODE / FACILITY CODE	
11. SHIP TO MARK FOR CODE See Section D	12. PAYMENT WILL BE MADE BY CODE

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION	14. ACCOUNTING AND APPROPRIATION DATA
☐ 10. U.S.C. 2304 (C) ( ) XX 41 U.S.C. 253 (C) (5)	Fund / Year / Alottee / Rpt Entity / SGL / Obj Cls / Program / Project / WFO L1/D1 00150 2006 60 301207 61000000 25200 1610314 0000000 0000000 Dollar Amount $50,000

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Technical and Administrative Support Services for Administrative, Data Entry, Systems and Analytical Support for the Office of Clean Coal, Office of Fossil Energy In accordance with Section B, Item B.4 and the Statement of Work - Attachment - A)	See Attached			
				15G. TOTAL AMOUNT OF CONTRACT	$2,996,243

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. XX CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 7 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all continuation sheets for the consideration stated herein. The rights and obligations of the parties to the 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. ☐AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ____ including the additions or changes made by your 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) [redacted]	20A. NAME OF CONTRACTING OFFICER Benjamin Lardizabal, Contracting Officer
19B. NAME [redacted] BY (Signature of person authorized to sign)	19C. DATE SIGNED June 29, 2006
20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	20C. DATE SIGNED June 29, 2006

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SECTION 8(a) DIRECT AWARD (JAN 2002)

This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Energy (DOE). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
Washington Metropolitan Area District Office
1110 Vermont Avenue, N.W. - Suite 9th Floor
Washington, D.C. 20043-4500
202-606-4000, ext. 316

B.2 Items Being Acquired (DEC 1991)

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 of the following items of work for the term specified in Part I, Section F:

Item 1 - **Technical and Administrative Support Service for administrative, data entry, systems and analytical support for the Office of Clean Coal, Office of Fossil Energy.**

Item 2 - Reports in accordance with "Reporting Requirements Checklist", DOE Form 1332.1, at Part III, Section J, and the clause entitled "Uniform Reporting System" at Part II, Section I.

B.3 Estimated Level of Effort (NOV 1996)

In accordance with Part I, Section H, clause entitled "Level of Effort", the Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

Period	DPLH
36 months	[redacted]

B.4 Direct Labor Rates (JUL 1991)

The Contractor shall provide DPLH from the labor categories set forth below at the fully burdened (inclusive of wages, indirect costs, general and administrative expense, overhead, and profit), fixed hourly labor rates indicated below. The fully burdened labor rates are fixed for all contract year periods.

Labor Categories	Base Year One	Base Year Two	Base Year Three
Project Manager	[redacted]	[redacted]	[redacted]
Sr. Mgt. Analyst			
Mgt. Analyst			
Data Analyst			
Clerical/Admin			
Other Direct Cost	[redacted]	[redacted]	[redacted]

NOT-TO-EXCEED **$2,996,243**

CEILING PRICE - BASE YEAR ONE **$ 960,473**
CEILING PRICE - BASE YEAR TWO **$ 998,184**
CEILING PRICE - BASE YEAR THREE **$1,037,586**

NOTES

1. The rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. See Part I, Section H, clause entitled "Level-of-Effort," paragraph (b).

2. The contractor may bill for the individuals where provided and labor categories designated in each category of labor. Billing for any other individual(s) or labor categories not identified in Part B of Section B, Direct Labor Rates, shall be rejected as the rate(s) have not been negotiated and incorporated into the contract.

At the request of either the contractor or the Government, the contractor may throughout the life of the contract propose additional labor categories, rates and descriptions in addition to the labor categories and rates identified in Part B of Section B, Direct Labor Rates, that the contractor believes will be required to support requirements under the contract. The additional labor categories and corresponding labor category fully burdened hourly rates, and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed upon determination by the Government that they are fair and reasonable, will be incorporated into part B of Section B, Direct Labor Rates of this contract.

3. The travel and Other Direct Costs to be reimbursed at cost only and are not subject to fee or profit. The contract understands that the amount of the travel and Other Direct Cost is only an estimate and that the total is not guaranteed by the Government.

4. The reimbursement of Other Direct Costs authorized in accordance with Clause H.10 Ordering Procedures, will be based upon the Contracting Officer determination of reasonableness in accordance with Cost Principles and allocability to the contract. All travel shall be in accordance with U.S. Government Travel Regulations.

B.5 Ceiling Price of Contract (JUL 1991)

The ceiling price of this contract is **$2,996,243.**

B.6 FUNDING

Pursuant to Part I, Section H, clause entitled "Funding", total funds in the amount of **$50,000** have been allotted for obligation and are available to pay for DPLH and other direct items or services provided from the effective date of this contract through the period estimated to end **July 5, 2009.**

B.7 52.217-8 Option to Extend Services. (NOV 1999)

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 only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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.

(The remainder of this page left intentionally blank)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work (APR 1984)

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

(The remainder of this page intentionally left blank)

SECTION D - PACKAGING AND MARKING

D.1 Packaging (APR 1984)

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

(b) Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by A (As required) or X (With proposal) 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 or X.

D.2 Marking (APR 1984)

a) 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 delivered item(s).

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

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above 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 (JUL 1991)

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 and will be conducted in accordance with Part II, Section I, clause entitled "Inspection - Time-and-Materials and Labor-Hour".

E.2 Acceptance (FEB 1987)

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

E.3 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

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

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

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

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

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and 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 materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as

promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to -

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(The remainder of this page intentionally left blank)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term of Contract (JAN 1992)

The term of this contract is **thirty-six (36)** months after the effective date of this contract.

F.2 Principal Place of Performance (APR 1984)

The contractor's facilities in Potomac, Maryland and the DOE's Germantown facilities in Germantown, Maryland.

(The remainder of this page intentionally left blank)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Correspondence Procedures (NOV 2000)

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and 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 (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c).

Other Correspondence.

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: **Linda S. Sapp**
Telephone Number : (202)287-1518

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).

(d) DOE Contracting Officer Address. The Contracting Officer address is as follows:

Contracting Officer (Do not use name of Contracting Officer)
U.S. Department of Energy
Headquarters Procurement Services
Division B - MA-642.1
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
ATTN: DE-AC01-06FE69368

(e) Technical Reports. Procedures for technical reports are described in an Attachment C to the contract listed at Section J.

G.2 Billing Instructions (APR 2004)

(a) The Contractor is encouraged to submit, in accordance with the Payments provisions of this contract, an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <http://finweb.oro.doe.gov/vipers.htm>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

However, paper submissions can still be accommodated. The Contractor shall submit the original of any paper invoice(s) in accordance with the Payments provision of this contract to:

U.S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center
P.O. Box 4937,
Oak Ridge, TN 37831

A paper voucher is not considered to be received by DOE until the original is received at the above address. An additional paper copy of the voucher is to be provided to the Contracting Officer's Representative specified in the Section G clause entitled "DOE Contracting Officer 's Representative (COR) Address."

(b) Each invoice or voucher submitted shall include the following:

(1) Contract Number
(2) Contractor Name
(3) Date of Invoice
(4) Invoice Number
(5) Invoice Amount
(6) Period Covered by Invoice
(7) Cumulative Amount Invoiced to Date
(8) Labor Charges shall be accompanied by the following:
  (i) A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/ key individuals with the associated fixed rates identified within Section B of this contract.

  (ii) The invoice or voucher shall further segregate costs by Task Assignment, identifying current and cumulative billings for each Task Assignment.

  (iii) Invoices for Task Assignments which span two or more contract years shall be segregated by the contract years involved, by both Costs and DPLH.

(9) ODC charges shall be accompanied by a detailed listing by Task Assignment of all reimbursable other direct costs in accordance with the Payment clause in Section H of the contract.

(10) All charges for other than the DPLH expended by the Prime Contractor shall be accompanied by copies of invoices for the related charges and evidence of payment hereof. The only exception to this requirement, as provided Section I of this contract, shall be for small business concerns.

Small business concerns must have incurred the associated charges, but need not have already paid the invoices for the charges involved, prior to including them within an invoice or voucher to the Government.

(11) The invoice will also contain a certification signed by the contractor to the effect that: "under penalty of law, (Commercial Provide name), certifies that the invoice is truthful and accurate, and that the services and changes set forth herein comply with the terms and conditions of the subject contract, and that the costs and charges set forth herein are necessary and reasonable."

(12) Pursuant to FAR Clause 52.232-7, the Contracting Officer shall withhold 5.0% (percent) of the direct labor being billed.

(13) A copy of the invoice will also be submitted via USPS to the COR identified in Clause G.3.

G.3 DOE Contracting Officer's Representative (COR) Address (JAN 1990)

(a) The COR's address is as follows:

U.S. Department of Energy
ATTN: **Gene Kight**
Office Symbol: **FE-30**
1000 Independence Ave., S.W.
Washington, D.C. 20585
Telephone Number **301-903-2624**

(b) The Contractor shall use the COR as the point of contact on technical matters (See the Correspondence Procedures clause, above, for definition), subject to the restrictions of the clause entitled "Technical Direction" located in Part I, Section H.

G.4 DOE Contracting Office Address (NOV 2000)

(a) The Contracting Officer's address is as follows:

U.S. Department of Energy
Headquarters Procurement Services
Division B - MA-642.1
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
ATTN: DE-AC01-06FE69368

The DOE Contract Specialist for the contract is located at the address in (a) above and is as follows:

Contract Specialist: **Linda S. Sapp**

Telephone Number : (202) 287-1518

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Consecutive Numbering (APR 1984)

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

H.2 Representations, Certifications and Other Statements of the Offeror (JUN 1988)

The Representations, Certifications and Other Statements of the Offeror, dated May 17, 2006, for this contract are hereby incorporated by reference.

H.3 Technical Direction (JAN 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term " technical direction " is defined to include, without limitation:

(1) Directions to the Contractor which 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 price or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(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 article and within his 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" of the contract.

H.4 Modification Authority (APR 1984)

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.5 Subcontracts (July 2002)

(a) Prior to the placement of subcontracts and in accordance with the "Subcontracts" clause in Section I, the Contractor shall ensure that:

(1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" contained in Part II, Section I of the contract;

(2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K, and the document referenced in the clause entitled "Representations, Certifications and Other Statements of the Offeror" contained in this Section H) are received; and

(3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the 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.

(b) Prior to the award of any subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor, the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. No work shall be performed by the subcontractor until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

(c) No Subcontractors cleared.

H.6 Services of Consultants (DEC 1996)

(a) In addition to the provisions of the clause of this contract entitled "Subcontracts (Time-and-Materials and Labor-Hour Contracts" the prior written consent of the Contracting Officer also shall be obtained:

(1) Whenever any employee of the Contractor is to be reimbursed as a "consultant" under this contract; or

(2) For the utilization of the services of any consultant under this contract exceeding the daily rates of [redacted] exclusive of travel costs, or

(3) Where the services of any consultant under this contract will exceed ten days in any calendar year, or exceed a total value of [redacted].

(b) Whenever Contracting Officer written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning 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 consultant to others for performing consulting services of a similar nature.

(c) Prior to the award of any consultant agreements for advisory and assistance services, the contractor shall obtain from the proposed consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. No work shall be performed by the consultant until the Contractor has cleared the consultant for Organizational Conflicts of Interest (OCI).

(d) No consultants cleared.

H.7 Position Qualifications (APR 1984)

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" Attachment B to this contract, except as the Contracting Officer may authorize. (See Part III, Section J for identification of the

"Position Qualifications").

H.8 Automatic Data Processing Equipment (ADPE) Leasing (DEC 1991)

(a) If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.

(b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer under the terms of this provision.

H.9 Required Key Personnel (APR 2005)

Pursuant to the Section I clause entitled "Key Personnel," the Contractor's key personnel are as follows:

NAME	TITLE
[redacted]	[redacted]

The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of any diversion or substitution of any of these individuals. That period of time shall not be less than thirty (30) days.

H.10 Ordering Procedure (DEC 1996)

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

(a) The Contractor shall incur costs under this contract only in the performance of Task Assignments and revisions to Task Assignments issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the Contracting Officer (CO) or designee.

(b) From time to time during the period of performance of this contract, Task Assignments will be issued in writing by the Contracting Officer or designee to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; and (4) any Government-furnished property. Such Task Assignments will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, 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 property schedules of this contract as well as in the individual Task Assignments.

(c) Task Assignments will be issued on forms specified and provided by the Government. Task Assignments will be numbered. A revision to a Task Assignment will be identified by an alpha designation following the existing Task Assignment number indicating the revision sequence.

(d) The Contractor shall submit within ten (10) calendar days, after receipt

of each Task Assignment issued by the Contracting Officer or designee, a Contractor Task Plan on forms specified and provided by the Government. The Task Plan is the Contractor's overall estimate for the completion of the Task Assignment 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, inter-divisional transfers, etc.

(7) The total estimated amount for completion of the Task Assignment.

(e) The Contractor's Task Plan is subject to the review and acceptance of the Contracting Officer or designee. After a Task Assignment is issued, if any revision becomes necessary to the estimated amount (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 Plan with explanatory notes. Revised Task Plans submitted by the Contractor are also subject to the review of the Contracting Officer.

(f) This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts," "Funding," "Term of Contract," or "Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Assignments which are not in compliance with any of those clauses of the contract.

H.11 Level of Effort (JUL 1991)

(a) In the performance of Task Assignments issued pursuant to the ordering procedure of this contract, the Contractor shall provide that estimated total of Direct Productive Labor-Hours (DPLH) which is specified in Part I, Section B, during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.

(b) During the term of this contract, if additional DPLH are required to complete the term, the Contractor agrees to provide the required DPLH at the same labor rates negotiated for that year of the contract in which they were provided.

(c) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the other clauses of the contract.

H.12 Payment (JUL 1991)

(a) Payment shall be made for DPLH provided in accordance with Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts".

(b) Pursuant to Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," the Contracting Officer shall withhold 5 percent of the amount due for provision of DPLH, but the total amount withheld will not exceed [redacted]

(c) Reimbursement for travel under this contract will be at cost and consistent with the U.S. Government Travel Regulations.

(d) All costs incurred for acquisition of materials, travel or other direct items or services will be reimbursed at actual costs (no profit) plus allocable indirect costs in accordance with the contractor's accounting system.

(e) Subcontractors shall be compensated under this contract in accordance with the following:

(1) Subcontractors providing DPLH will be paid the fixed rate per DPLH specified in Section B, clause entitled "Direct Labor Rates", for the category of labor provided.

(2) All other subcontracts will be compensated for supplies or services provided on a reimbursable basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," located in Part II, Section I.

H.13 Funding (JUL 1991)

(a) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered 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 ceiling price specified in the Schedule. 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.

(b) 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 the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(c) 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.

(d) 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.

(e) 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 compensate the Contractor for DPLH or other direct items or services provided in an amount which exceeds the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue providing DPLH under this contract (including actions under the Termination clause of the contract) or incur costs in excess of the amount then allotted to the contract by the Government 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.

(f) The ceiling price shall be increased to the extent that the amount allotted by the Government exceeds the ceiling price specified in the Schedule.

(g) No notice, communication, or representation in any form other than that specified in subparagraph (e)(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 compensate the Contractor for performing any work in an amount which exceeds the total amount allotted by the Government to this contract, whether that excess amount arose during the course of the contract or as a result of termination.

(h) When and to the extent that the amount allotted by the Government to the contract is increased, the Contractor shall be entitled to compensation for DPLH and other direct items or services provided before the increase in an amount which exceeds the amount previously allotted by the Government to the same extent as if the DPLH and other direct items or services were provided 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.

(i) 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.

(j) 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.

H.14 Access to DOE-Owned or Leased Facilities (OCT 2005)

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

(1) is, or is suspected of being, a terrorist;
(2) is the subject of an outstanding warrant;
(3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
(4) has presented false or forged identity source documents;
(5) has been barred from Federal employment;
(6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
(7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

H.15 Access to and Ownership of Records (JUL 2003)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in

its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor in accordance with federal requirements established by the National Archives and Records Administration or as the CO may from time to time direct during the progress of the work or, in any event, as the CO shall direct upon completion or termination of the contract.

(b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause. However, records may be audited by DOE under the clause in Section I, entitled "Audit and Records - Negotiation."

(1) Employment-related records (including but not limited to the following: workers' compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns, and other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records as published in Federal Register system notices by DOE;

(2) Confidential Contractor financial information, and correspondence between the Contractor and other segments of the Contractor;

(3) Records relating to any procurement action by the Contractor; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges.

(c) Records retention/disposition standards. Special records retention standards, described in DOE Order 200.1, Information Management Program (version in effect on effective date of contract), as directed by the National Archives and Records Administration in 36 CFR 1200, are applicable for the classes of Government owned records as described in paragraph (a) above. Records will be destroyed as appropriate based on guidance directed in 36 CFR 1200 or as directed by the CO or his representative. The Contractor will also be required to comply with any additional records retention guidance established by DOE.

(d) As directed by the CO, the Contractor shall grant access to all DOE records in its possession as may be required in conduct of normal DOE business. If any inspection or evaluation is made by the Government on the premises of the Contractor or a Contractor subcontractor or consultant, the Contractor shall provide and shall require his Contractor subcontractor or consultants to provide all reasonable facilities and assistance for the convenience of the Government representatives in the performance of their duties.

(e) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts.

ct. A proposed date by which the successor Contractor will assume responsibility for such work shall be established. The Contractor shall assume full responsibility for such work until assumption thereof by the successor Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval.

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SECTION I - CONTRACT CLAUSES

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 these internet address(es): http://205.130.237.11/far or http://www.acqnet.gov/far

I.2 52.202-1 Definitions. JUL 2004
I.3 52.203-3 Gratuities. APR 1984
I.4 52.203-5 Covenant Against Contingent Fees. APR 1984
I.5 52.203-7 Anti-Kickback Procedures. JUL 1995
I.6 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997
I.7 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
I.8 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. JUN 2003
I.9 52.204-4 Printed or Copied Double-Sided on Recycled Paper. AUG 2000
I.10 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. JAN 2005
I.11 52.215-2 Audit and Records - Negotiation. (JUN 1999) - Alternate III JUN 1999
I.12 52.215-8 Order of Precedence - Uniform Contract Format. OCT 1997
I.13 52.215-10 Price Reduction for Defective Cost or Pricing Data. OCT 1997
I.14 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications. OCT 1997
I.15 52.215-12 Subcontractor Cost or Pricing Data. OCT 1997
I.16 52.215-13 Subcontractor Cost or Pricing Data - Modifications. OCT 1997
I.17 52.215-15 Pension Adjustments and Asset Reversions. OCT 2004
I.18 52.215-17 Waiver of Facilities Capital Cost of Money. OCT 1997
I.19 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. JUL 2005
I.20 52.215-19 Notification of Ownership Changes. OCT 1997
I.21 52.219-14 Limitations on Subcontracting. DEC 1996
I.22 52.222-3 Convict Labor JUN 2003
I.23 52.222-26 Equal Opportunity. APR 2002
I.24 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. DEC 2001
I.25 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998
I.26 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans DEC 2001
I.27 52.222-38 Compliance with Veterans' Employment Reporting Requirements DEC 2001
I.28 52.223-6 Drug-Free Workplace. MAY 2001
I.29 RESERVED
I.30 52.227-14 Rights in Data - General. JUN 1987
I.31 52.228-7 Insurance -- Liability to Third Persons (Mar 1996)
I.32 52.229-3 Federal, State, and Local Taxes. APR 2003
I.33 52.229-4 Federal, State, and Local Taxes (State and Local Adjustments). APR 2003
I.34 RESERVED
I.35 RESERVED
I.36 RESERVED

I.37 RESERVED
I.38 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. AUG 2005
I.39 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2005) - Alternate II FEB 2002
I.40 52.232-8 Discounts for Prompt Payment. FEB 2002
I.41 52.232-9 Limitation on Withholding of Payments. APR 1984
I.42 52.232-17 Interest. JUN 1996
I.43 52.232-23 Assignment of Claims. JAN 1986
I.44 52.232-25 Prompt payment. OCT 2003
I.45 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. OCT 2003
I.46 52.233-1 Disputes. (JUL 2002) - Alternate I DEC 1991
I.47 52.233-3 Protest after Award. AUG 1996
I.48 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. APR 1984
I.49.1 52.237-3 Continuity of Services (JAN 1991)
I.50 52.239-1 Privacy or Security Safeguards. AUG 1996
I.51 RESERVED
I.52 52.242-13 Bankruptcy. JUL 1995
I.53 52.243-7 Notification of Changes. APR 1984
I.54 52.244-2 Subcontracts (AUG 1998)
I.55 52.246-25 Limitation of Liability - Services. FEB 1997
I.56 52.249-6 Termination (Cost-Reimbursement)(May 2004)-Alternate IV (Sep 1996)
I.57 FAR 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JULY 1999) DEVIATION
I.58 RESERVED
I.59 952.224-70 Paperwork Reduction Act. APR 1984
I.60 52.216-7 Allowable Cost and Payment (Dec 2002)
I.61 52.242-3 Penalties for Unallowable Costs (March 2001)
I.62 RESERVED

I.63 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 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 (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.64 52.237-3 Continuity of Services. (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.65 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

(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.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in

accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, 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 will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall 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 will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

I.66 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): [Insert one or more Internet addresses]

I.67 52.253-1 Computer Generated Forms. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form

number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I.68 952.209-72 Organizational conflicts of interest. (JUN 1997)

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

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

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

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

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

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information,

such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:

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

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

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

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

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

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

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

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

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be

disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

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

(f) Subcontracts. (1) The contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

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

I.69 - Lobbying Restriction (Energy and Water Act 2006)

The contractor agrees that none of the funs obliated on this aard 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.

I.70 952.235-70 Key Personnel (APR 1994)

The personnel specified in Clause H.9 are considered essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the contracting offer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the contracting officer: provided, that the contracting officer may ratify in writing such diversion and such ratification shall constitute the consent of the contracting officer required by this clause. Clause H.9 may be amended from time to time during the course of the contractor to either add or delete personnel, as appropriate.

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SECTION J - LIST OF ATTACHMENTS

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C	Reporting Requirements Checklist	2

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Attachment A

STATEMENT OF WORK

DATA ENTRY, SYSTEMS AND ANALYTICAL SUPPORT FOR THE OFFICE OF CLEAN COAL

I. Introduction

The contractor shall provide to the organization of the Office of Clean Coal all necessary skilled and trained personnel, facilities, services, equipment, materials, supplies and travel necessary to accomplish all tasks generated in accordance with the Statement of Work (SOW). These efforts will be conducted primarily at the contractor's facilities, except for required visits to DOE offices to obtain information and data necessary to conduct approved task assignments. The contractor will be located in the contractor facilities and not co-located with DOE employees except at FE field sites, if and when necessary. The contractor will perform non-personal services (generally involving administrative activities including assisting, advising, or coordinating roles) called for in the contract which are not integral to the primary functions of the FE management.

II. General

Work to be done will be defined in the approved task assignment signed by the Contracting Officer specifying required reports, charts, documents, services and other deliverables, as well as, schedules and resource allocations. Specific task assignments will be issued by the Contracting Officer pursuant to the Ordering Procedures clause of the contact within the SOW. All direction from the Contracting Officer's Representative will be transmitted to the contractor's Project Manger who will direct his staff in the performance of the required task assignments. The government will not be responsible for work performed by the contractors without a task assignment properly authorized by the Contracting Officer or his designed representative.

III. Requirements

The Contractor will perform in support of all organizational elements with the Office of Clean Coal.

Please note that the following are representative tasks only and that these task may or may not actually be issued.

- Provide all necessary support to respond to any quick response action items.
- Provide administrative support for programmatic planning document preparation.
- Perform necessary data collection, entry, conversion, verification and purification for

- operation, maintenance, update and utilization of the FE management information systems.

- Obtain program cross-cut and procurement status data and provide information to FE management for review of procurement efforts and determination of status and planning changes.

- Collect, collate, enter and reconcile data on planned and executed procurement actions.

- Assist in tracking procurement documentation and provide periodic status reports to FE management.

- Provide assistance to DOE's research coordination responsibilities as well as disseminating information about them.

- Provide administrative and logistical support to the Fossil Energy Program for conferences, seminars and public meetings.

- Provide support in the preparation of view graphs and spreadsheets for reports, briefing and presentations including support for multimedia presentations.

- Provide necessary orientation, documentation and training, as required, to FE personnel for new or revised FE systems and procedures.

- Assist in the design, development and implementation of new or modified management information systems or procedures to permit proper program control for the Office of Clean Coal.

- Update and maintain FE Headquarters computing resources inventory database.

Performance Objective 1 – The contractor shall provide support to the FE to assist the function of administrative activities as completely and efficiently as possible.

Performance Measures	Performance Expectations
a) Performance	95% in accordance with FE procedures
b) Cost Control	95% of the time; costs are within 5% of estimate
c) Performance Schedule	Deliverables completed 95% of time

d) Technical Performance	100% in compliance with orders, regulations, laws, etc.
e) Product Quality	100% of the time, written and suitable for presentation

Performance Objective 2 – The contractor shall submit monthly reports as required by the Government. The contractor shall perform studies and analyses as required by the Government. The studies and analyses shall be documented in final reports and presentations to the Government.

Performance Measures	Performance Expectations
a) Performance	95% in accordance with FE procedures
b) Cost Control	95% of the time; costs are within 5% of estimate
c) Performance Schedule	Deliverables completed 95% of time
d) Technical Performance	100% in compliance with orders, regulations, laws, etc.
e) Product Quality	100% of the time, written and suitable for presentation

Performance objective 3- The contractor shall perform data input and reconciliation for various FE information systems.

Performance Measures	Performance Expectations
a) Performance	95% in accordance with FE procedures
b) Cost Control	95% of the time costs are within 5% of estimate
c) Performance Schedule	Deliverables completed 95% of time
d) Technical Performance	100% compliance with orders

	regulations, etc.
e) Product Quality	100% of time final product completed and ready to present.

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ATTACHMENT B

POSITION QUALIFICATIONS

Listed below are the minimum education and experience qualification required for personnel to perform under the contract. The contractor may request the Contracting Officer to provide a specific exception to the education qualifications listed below based on an individual having experience performing the same or similar function above and beyond the minimum experience listed below. Such a review will consider two years of similar experience to equate to approximately one year of education.

LABOR CATEGORY	PERSONNEL QUALIFICATIONS
Project Manager:	General Labor Category Qualifications and Functions. This position requires a senior level manager with considerable administrative and management experience as well as technical experience at the project management and supervisory levels on work that is comparable to that described in the Statement of Work. Education Qualifications. The Project Manger shall have an advanced degree in an appropriate discipline such as business administration, management science, engineering or a technical discipline that relates to the Statement of Work form and accredited university or college. Additional professional education and training in contract management, management principles or practices and system design is desirable. Experience. Fifteen years of relevant experience related to the Statement of Work. Experience with government service contracts is desirable.
Senior Management Analyst:	General Labor Category Qualifications and Functions. General or functionally specific expertise in the functional areas of the Statement of Work. This is a managerial position that will require the reviewing, monitoring, or inspecting the work of other contract personnel, or the supervision of contract personnel. The Senior Management Analyst also works on very complex or sensitive issues related to the Statement of Work.

POSITION QUALIFICATIONS

Education. The Senior Management Analyst shall have a Bachelor's degree (preferably a Master's degree) in a discipline that relates to the Statement of Work. In addition, other relevant professional development courses and training related to the Statement of Work is desirable.

Experience. A minimum of ten years of experience that is relevant and directly related to the Statement of Work is required. Knowledge of government research and development contracts and programs is desirable.

Management Analyst:

General Labor Category Qualifications and Functions. The Management Analyst evaluates, records, and implements enhancement to programmatic support and control systems. The Analyst assists in the review of management processes, develops and quantifies needs for revised or improved processes, assists in the development of new or modified systems and procedures. The Analyst may assist with training on new or modified systems and procedures.

Education. The Management Analyst shall have a Bachelor's degree in business management, computer science, or other related discipline. Eight years of recent relevant experience shall be considered as equivalent to the Bachelor's degree.

Experience. The Management Analyst shall have at least four years experience that is directly related to the Statement of Work.

Data Analyst:

General Labor Category Qualifications and Functions. The Data Analyst maintains and operates information management systems. Performance will typically involve data entry, formatting, collection, analysis, retrieval, verification, and distribution. Coordination between data systems and applications.

Education. The Data Analyst shall have as minimum a high school diploma with further training in business management, computer science, or other related discipline. In addition, other relevant professional development courses and training related to the Statement of Work is desirable.

POSITION QUALIFICATIONS

Experience. The Data Analyst shall have at least three years of related experience including one year of experience that is directly related to the Statement of Work.

Administrative/Clerical Support:

General Labor Category Qualifications and Functions. The individual filling this position provides clerical and administrative support to the performance of the Statement of Work

Education. The Clerical Support shall have a high school diploma or equivalent. Additional training with word processing and computer systems is desirable.

Experience. The Clerical Support shall have at least three years of clerical experience. Additional experience with data management and information systems is desirable.