

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 130			
2. CONTRACT (Proc. Inst. Ident.) NO. DE-AM26-05NT41818		3. EFFECTIVE DATE December 1, 2004		4. REQUISITION/PURCHASE REQUEST PROJECT NO. 26-05NT41818.000					
5. ISSUED BY CODE		6. ADMINISTERED BY (if other than Item 5) CODE							
U.S. Department of Energy National Energy Technology Laboratory 3610 Collins Ferry Road P.O. Box 880 Morgantown, WV 26507-0880									
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State, and ZIP Code) Eagle Facility Management Services (EFMS) 3604 Collins Ferry Road, Suite 100 Morgantown, WV 26505 DUNS: 146877209				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM See Clause G.2			
11. SHIP TO/MARK FOR CODE See Section D.		12. PAYMENT WILL BE MADE BY CODE See Clause G.2							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)				14. ACCOUNTING AND APPROPRIATION DATA See Page 2 of SF26					
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT			
ALL	See Clause B.1					See Clause B.2			
15G. TOTAL AMOUNT OF CONTRACT						\$ See Clause B.3			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE									
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> 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 type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, 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) Goldbelt Eagle (GbE) EG&G					20A. NAME OF CONTRACTING OFFICER James C. Knudsen				
19B. NAME OF CONTRACTOR By _____ (Signature of GbE person authorized to sign) By _____ (Signature of EG&G person authorized to sign)			19C. DATE SIGNED _____ _____		20B. UNITED STATES OF AMERICA By _____ (Signature of person authorized to sign)			20C. DATE SIGNED	

STANDARD FORM 26# PAGE 2**ACCOUNTING AND APPROPRIATION DATA:**

This incremental funding is in anticipation of approved Subtask Orders which will not be effective prior to December 1, 2004. The Contractor shall not incur any cost without the express written consent of the Contracting Officer. No cost shall be incurred prior to the effective date of the contract (December 1, 2004).

Accounting and Appropriation Data is listed in the table below by task order to which the funding is assigned:

TASK NUMBER:				TSK.41818.735.04.01			
Approp.	B&R No.	Dollar Amt.	Obj. Class	ADS	TTP	AFP	CFA
89X0213.91	AN2006000	\$ [REDACTED]	251	JA	FTA62H	FT5391	08534228
TASK ORDER FUNDING SUBTOTAL				\$ [REDACTED]			

TASK NUMBER:				TSK.41818.735.04.02			
Approp.	B&R No.	Dollar Amt.	Obj. Class	ADS	TTP	AFP	CFA
89X0213.91	AA2015000	\$ [REDACTED]	251	JA	JET62H	FT5391	08534241
TASK ORDER FUNDING SUBTOTAL				\$ [REDACTED]			

TASK NUMBER:				TSK.41818.735.04.03			
Approp.	B&R No.	Dollar Amt.	Obj. Class	ADS	TTP	AFP	CFA
89X0213.91	AW0301000	\$ [REDACTED]	251	JA	FTA42H	FT5391	08534235
89X0213.91	AN2006000	\$ [REDACTED]	251	JA	FTA42H	FT5391	08534232
TASK ORDER FUNDING SUBTOTAL				\$ [REDACTED]			

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED (JUNE 2003)


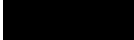
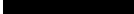
The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work 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 "Site Operations Services for the National Energy Technology Laboratory (NETL)" in accordance with Part III, Section J, Attachment A, Statement of Work.


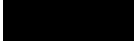
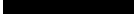
Item 2 - Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist".

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

(a) The total estimated costs are as follows:

Base Period	
First Option Year	
Second Option Year	

(b) The Maximum Available Performance Award Fees are as follows:

Base Period	
First Option Year	
Second Option Year	




Note: Under cost plus award fee task orders, all fee shall be at risk, there shall be no base fee.

B.3 CEILING PRICE OF CONTRACT (JUL 1991)

The ceiling price of this contract, inclusive of Fixed and Award Fee is \$26,617,169. All orders including CPFF, CPAF, and FFP count against this ceiling.

B.4 ESTIMATED LEVEL OF EFFORT (JUNE 2003)

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

PERIOD	DPLH
Base Period (36 months)	
Option 1	
Option 2	

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. 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", "Term of Contract" or "Overtime Premium Fund" clauses of the contract.

B.5 TYPES OF TASK ORDERS

Task Orders issued under this contract will be 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 requirements, performance standards, and the means of performance measurement.

(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 minimum and maximum award fee 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.

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 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 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 terms of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 cost plus award fee task issued under this contract is assigned as follows:

EVALUATION PERIODS AND MAXIMUM AVAILABLE FEE SCHEDULE					
Fee Period	Beginning Date	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	12/01/2007	*	*	*
TOTAL			*	*	*

In the event the Government exercises an option period, a Fee Period 7 Evaluation Ending Date may be extended to include three (3) months 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 (CO).

* 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 Fee Earned column shall be filled in based on the amount of fee earned for each evaluation period identified.”

B.9 ANNUAL INDIRECT RATE SUBMISSIONS (JULY 2002)

(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 42.7 and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) 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 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.
- (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 Cochran Mill Road
P.O. Box 10940
Contracting Officer for Indirect Rate Cost Management
Building 921-I07
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 Indirect Rate Contracting Officer (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.
- (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 and factors.

B.10 LIMITATION OF FUNDS

Pursuant to FAR 52.232-22, "Limitation of Funds," total funds in the amount of \$ [REDACTED] are obligated herewith and made available for payment of allowable costs inclusive of fixed and award fee to be incurred from the effective date of this contract through the period estimated to end March 31, 2005.

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.

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 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 PERTAINS ONLY TO COST-REIMBURSEMENT 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

(2) Terminate the contract for default.

THE FOLLOWING CLAUSE PERTAINS ONLY TO FIXED-PRICE 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 **thirty-six (36) months**.

NOTE: The Government may elect not to exercise either of the options, to exercise either option, or to exercise both options.

OPTION I

If Option I is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** from the effective date of the exercised option. This includes time for submission of all reports, review of those reports by DOE, and submission of the approved final report by the Contractor.

OPTION II

If Option II is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** from the effective date of the exercised option. This includes time for submission of all reports, review of those reports by DOE, and submission of the approved final report by the Contractor.

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

The Department of Energy has included an option 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 sites in Morgantown, West Virginia located at 3610 Collins Ferry Road and Pittsburgh, Pennsylvania located at 626 Cochran's Mill Road. 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.

(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-AM26-05NT41818, 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 F4220.50 (Statement of Cost). Electronic versions of the SF1034 and the F4220.50 can be found on the NETL website at <http://www.netl.doe.gov/business/forms/forms.html>. The Statement of Cost shall be supported by the information contained in Paragraph (c) of this clause. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

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. An example of this report has been provided in Section J, Attachment I. 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 on the Statement of Cost 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 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

(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 your 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 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 contractor may, at its discretion, include an amount on its monthly invoice for advance payment of award fee. This amount will be calculated as follows:

$$\frac{.30 \times (\text{amount of award fee pool} - \text{see H.21 Performance Based Award Fee})}{\text{number of months in the fee period}}$$

This fee is considered part of the award fee earned for the period and the amount of the advance will be deducted from the final fee determination for the evaluation period. In the event that the amount of fee earned as determined by the FDO is less than the amount of advance fee billed and paid, the contractor shall promptly refund the difference.

THE FOLLOWING CLAUSE PERTAINS ONLY TO COST-REIMBURSEMENT TASK ORDERS ISSUED AGAINST THIS CONTRACT.

G.6 PAYMENT OF FIXED FEE (LEVEL-OF-EFFORT CONTRACTS) (NOV 1997)

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").

THE FOLLOWING CLAUSE PERTAINS ONLY TO FIXED-PRICE TASK ORDERS ISSUED AGAINST THIS CONTRACT.

G.7 PAYMENTS UNDER FIRM FIXED PRICE TASK ORDERS (MAY 2001)

The Government shall pay the Contractor upon the submission of proper invoices or vouchers, the prices stipulated in the firm fixed price task order for supplies delivered and accepted or services rendered and accepted, less any deduction 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 60 percent of the total task order price.

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
 - (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 (JAN 1999)

- (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.
- (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 "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 "Government-Furnished Property List" can be obtained through the report capability in the PAMS as property assigned to this contract.
- (3) 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.
- (4) 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.

- (5) 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 (JAN 2000)

No Government-owned property, equipment, or materials will be removed from the National Energy Technology Laboratory without prior written permission from the CO, COR, or their designee. The Contractor will establish a tracking system for property regularly moved off-site (e.g. laptops, pagers, cellular phones, PDAs, etc.) and have that tracking system approved by the CO, COR, or their designee prior to implementation.

H.6 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 (CPPM) 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." 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.

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.

PERSONNEL AND SECURITY

Building Access: The Contractor shall require all contract employees' to complete the appropriate forms for computer and Building access security.

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.

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.7 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.
- (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.8 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.

The "Government Furnished Property List" will be managed in accordance with the Section H.4, clause entitled, "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.9 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.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:

<u>Name</u>	<u>Title</u>
	Program Manager
	Functional Manager, Maintenance Services
	Functional Manager, Technical Support Services

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:

none

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. All subcontracts and/or consultants must 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.

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 LEVEL OF EFFORT (JUNE 2003)

In the performance of Task Orders 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.

The DPLH delineated in Part I, Section B, are provided for estimating purposes. Changes in programmatic requirements may cause a substantial increase or decrease in the number of DPLH identified in Part I, Section B. 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.

H.14 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.15 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.16 MINIMUM WAGE DETERMINATION AND FRINGE BENEFITS (NOV 1997)

In the performance of this contract the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Numbers 1994-2452 (Revision 16) dated 06/11/04, 1994-2573 (Revision 22) dated 05/27/04, 1999-0575 (Revision 2) dated 09/04/03, 1999-0577 (Revision 3) dated 09/04/03, and 1999-0619 (Revision 2) dated

10/01/03. A copy of this Wage Determination is attached to this contract (see Part III, Section J, Attachment F).

H.17 PREFERENCE IN HIRING

With the exception of managerial personnel, the Contractor, in performing this contract, agrees to give preference in hiring to qualified incumbent Contractor personnel.

H.18 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 Principal Contracting Officers 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.

H.19 INSURANCE -- MINIMUM REQUIREMENTS (JULY 2000)

The Contractor shall provide all insurance necessary to fully protect the Government from all claims arising out of the performance of this contract and/or arising from the acts of their employees, business invitees or licensees, and will be required to furnish evidence of such insurance before commencing operations hereunder. The limits of the insurer's liability listed below are minimum requirements of insurance to be carried by the Contractor; however, such limits will not be deemed to limit the Contractor's liability to the Government.

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. The Contractor shall obtain 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. The Contractor shall obtain coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

H.20 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.21 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.
- (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 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 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.
- (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 cost plus award fee 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 pool will be expressed as a discreet dollar amount, not as a percentage of the 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 fourth month of the evaluation period 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 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. Overruns that can be attributed to scope issues may result in an increase to the available fee pool.

Any adjustments to the available fee pool will be incorporated into a modification prior to the closing of the evaluation period.

H.22 PERFORMANCE EVALUATION PLAN (JUNE 2003)

The Contractor's performance will be evaluated in accordance with the Performance Evaluation Plan. The Plan shall be unilaterally established by the Government; however, the Government may seek Contractor input in development of the Plan. The Plan will include the criteria to be considered under each area evaluated and the percentage of award fee available for each area. A copy of the Plan is attached in Section J, Attachment C. 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.

H.23 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 preliminary designs/drawings and/or environmental assessment activities in support of the NEPA determination process, 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.24 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.25 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.26 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.27 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, see Part III, Section J, Attachment E, 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 sites, 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. Performance metrics shall be included in the plan. The Contractor shall submit the plan to the Contracting Officer for review and approval within 30 days after the date of contract award. 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 the DOE/NETL sites. However, such flow down of responsibility shall not relieve the Contractor of its obligation to assure compliance with the provisions of this clause.

(i) The 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.

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.28 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.29 INDEMNITY -- ENVIRONMENTAL, HEALTH AND SAFETY VIOLATIONS (MAR 2003)

Should the Contractor, in the performance of work under this contract, fail to comply with the requirements of environmental permits, local laws or regulations, state laws or regulations, Federal laws or regulations, the Statement of Work and its Attachments, or a Task Order and cause any environmental, health, or safety liability to be assessed against the Government, the Contractor agrees to indemnify the Government for this liability. This requirement shall be placed in all subcontracts awarded by the Contractor under this contract. The provisions of this clause are limited to liabilities not otherwise addressed by other provisions of this contract.

H.30 HAZARDOUS WASTES MANIFESTS AND LABELS (MAR 2003)

The Contractor shall not identify, on wastes manifests or container labels or otherwise, the DOE or the 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.31 LOBBYING RESTRICTION (DEPARTMENT OF INTERIOR AND RELATED AGENCIES APPROPRIATIONS ACT, 2003) (JULY 2003)

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. 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.32 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE (NOV 1997)

ADPE requirements which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease versus purchase determination.

H.33 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) LEASING (NOV 1997)

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.

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

H. 34 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.35 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.

H.36 OVERTIME PREMIUM FUND

In accordance with Contract Clause I.87 PAYMENT FOR OVERTIME PREMIUMS, this clause establishes overtime premium funds for specific areas of contract performance as follows:

Morgantown Boiler Room	\$244,263.00 (Heating season Dec 04-June 05)
Call-out – PGH	81,152.00 (Dec 04 - March 05)
Call-out – MGN	81,152.00 (Dec 04 - March 05)

The overtime premium fund for operation of the Morgantown Boiler Room will be reviewed and established on an annual basis. Call-out overtime premium funds will be reviewed and established quarterly. The contractor should provide its estimate for the approaching quarter no later than the fifteenth of the last month of the current quarter.

SECTION I - CONTRACT CLAUSES**THE FOLLOWING CLAUSES APPLY TO ALL TYPES OF TASK ORDERS ISSUES 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://professionals.pr.doe.gov> or

<http://www.netl.doe.gov/business/index.html>

- I.2 52.202-1 DEFINITIONS. (DEC 2001)**
- I.3 952.202-1 DEFINITIONS.**
- I.4 52.203-3 GRATUITIES. (APR 1984)**
- I.5 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**
- I.6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**
- I.7 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)**
- I.8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**
- I.9 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**
- I.10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2003)**
- I.11 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (DEC 2000)**
- I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)**
- I.13 52.207-5 OPTION TO PURCHASE EQUIPMENT. (FEB 1995)**
- I.14 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES. (FEB 2002)**
- I.15 952.208-70 PRINTING. (APR 1984)**
- I.16 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JUL 1995)**
- I.17 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 1999)**
- I.18 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**
- I.19 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (OCT 1997)**
- I.20 52.215-12 SUBCONTRACTOR COST OR PRICING DATA. (OCT 1997)**
- I.21 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (DEC 1998)**
- I.22 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (OCT 1997)**
- I.23 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)**
- I.24 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2000)**
- I.25 52.219-14 LIMITATIONS ON SUBCONTRACTING. (DEC 1996)**
- I.26 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**
- I.27 52.222-3 CONVICT LABOR. (JUN 2003)**
- I.28 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)**
- I.29 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**
- I.30 52.222-26 EQUAL OPPORTUNITY. (APR 2002)**
- I.31 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF**

- THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (DEC 2001)
- I.32 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)
- I.33 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (DEC 2001)
- I.34 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED. (MAY 1989)
- I.35 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (MAY 1989)
- I.36 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)
- I.37 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (APR 1998)
- I.38 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
- I.39 52.223-10 WASTE REDUCTION PROGRAM. (AUG 2000)
- I.40 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)
- I.41 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (JUN 2003)
- I.42 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
- I.43 52.224-2 PRIVACY ACT. (APR 1984)
- I.44 952.224-70 PAPERWORK REDUCTION ACT. (APR 1984)
- I.45 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2003)
- I.46 52.227-1 AUTHORIZATION AND CONSENT. (JUL 1995)
- I.47 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (AUG 1996)
- I.48 52.227-6 ROYALTY INFORMATION. (APR 1984)
- I.49 952.227-13 PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT. (SEP 1997))
- I.50 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)
- I.51 52.227-17 RIGHTS IN DATA - SPECIAL WORKS. (JUN 1987)
- I.52 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)
- I.53 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)
- I.54 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003))
- I.55 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984))
- I.56 52.232-17 INTEREST. (JUN 1996)
- I.57 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
- I.58 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)
- I.59 52.232-25 PROMPT PAYMENT. (FEB 2002) -- ALTERNATE I (FEB 2002)
- I.60 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)
- I.61 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)
- I.62 952.235-70 KEY PERSONNEL. (APR 1994)
- I.63 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)
- I.64 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)
- I.65 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
- I.66 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)
- I.67 52.242-13 BANKRUPTCY. (JUL 1995)
- I.68 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)
- I.69 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (APR 2003)
- I.70 52.245-1 PROPERTY RECORDS (APR 1984)
- I.71 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
- I.72 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)
- I.73 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (APR 2003)
- I.74 952.247-70 FOREIGN TRAVEL (MARCH 2000)
- I.75 52.249-14 EXCUSABLE DELAYS. (APR 1984)
- I.76 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 1984)
- I.77 52.251-2 -- INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)

I.78 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. (DEC 2000)

I.79 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I.80 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 means the 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 name.
- (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;

(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.81 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (JUN 1997)

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 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.

I.82 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

I.83 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 \$10,000, 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 ;
- (2) Any order for a combination of items in excess of \$5,000,000 ; or
- (3) A series of orders from the same ordering office within 10 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 ten 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.84 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.85 952.219-70 DOE MENTOR-PROTEGE PROGRAM. MAY (2000)

The Department of Energy has established a Mentor-Protégé Program to encourage its prime Contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE Contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

I.86 52.219-70XX SECTION 8(A) DIRECT AWARDS JUNE 1998

This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to a Memorandum of Understanding 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:

Morgantown District Office

320 West Pike Street
Suite 330
Clarksburg, WV 26301
(304) 623-5631

Pittsburgh District Office

Federal Building – Room 1128
1000 Liberty Avenue
Pittsburgh, PA 15222
(412) 395-6560

SBA District offices and addresses can be found at this Internet address: <http://www.sba.gov/regions/states.html>.

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

The Contractor agrees:

1. to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
2. to adhere to the requirements of 52.219-14, Limitations on Subcontracting.

I.87 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(See also Section G, clause G.5 Payment of Performance Award Fee)

(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.88 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). JUN 1987

Except for data contained on pages [none], 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 November 4, 2004, upon which this contract is based.

I.89 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 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 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.90 52.244-2 SUBCONTRACTS. (AUG 1998) - ALTERNATE II 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:

Subcontracts with a value in excess of \$50,000

(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.

(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) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-

price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) 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: none

I.91 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 [*insert regulation name*] (48 CFR []) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

THE FOLLOWING CLAUSES PERTAIN ONLY TO COST-REIMBURSEMENT 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.92 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 30th 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.

(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.93 52.216-8 FIXED FEE MAR 1997

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

I.94 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.

I.95 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.

(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.

I.96 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.97 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)

(a) *Definition.* "Proposal," as used in this clause, means either -

(1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which -

(i) Relates to any payment made on the basis of billing rates; or

(ii) Will be used in negotiating the final contract price; or

(2) The final statement of costs incurred and estimated to be incurred under the Incentive Price Revision clause (if applicable), which is used to establish the final contract price.

(b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 or 41 U.S.C. 256, as applicable, which is implemented in Section 42.709 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall not include in any proposal any cost that is unallowable, as defined in Subpart 2.1 of the FAR, or an executive agency supplement to the FAR.

(d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a cost principle in the FAR, or an executive agency supplement to the FAR, that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to -

(1) The amount of the disallowed cost allocated to this contract; plus

(2) Simple interest, to be computed -

(i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled; and

(ii) Using the applicable rate effective for each six-month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

(e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.

(f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, *et seq.*).

(g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.

(h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

I.98 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

(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.99 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE II (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.100 52.245-5 GOVERNMENT PROPERTY (APPLIES TO COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS ONLY). (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.

(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 and DOE Acquisition Regulation Subpart 945.5, 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 and DOE Acquisition Regulation Subpart 945.5.

(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 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.101 952.245-5 GOVERNMENT PROPERTY (APPLIES TO COST REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS ONLY)

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.

I.102 52.249-6 TERMINATION (COST-REIMBURSEMENT). (SEP 1996) - ALTERNATE IV 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.

(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 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 the amount determined as follows:

(1) If the termination is for the convenience of the Government, include -

(i) An amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the Contractor;

(ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Contractor;

(iii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination, if they are reasonably incurred after the effective date, with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue these expenses as rapidly as practicable;

(iv) If not included in subdivision (h)(1)(i), (ii), or (iii) of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and

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

(A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(B) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(C) Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory.

(2) If the termination is for default of the Contractor, include the amounts computed under subparagraph (h)(1) of this clause but omit -

(i) Any amount for preparation of the Contractor's termination settlement proposal; and

(ii) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.

(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) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of price(s) for the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.

(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.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

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

THE FOLLOWING CLAUSES PERTAIN ONLY TO FIXED-PRICE 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.103 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.104 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 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.105 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 therefor have been authorized in writing by the Contracting Officer.

I.106 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 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.

I.107 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.

(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.108 52.245-2 GOVERNMENT PROPERTY (APPLIES TO FIXED-PRICE TASK ORDERS ONLY).
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 "Government-furnished 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.

(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 and the DOE Acquisition Regulation Subpart 945.5, 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 and the DOE Acquisition Regulation Subpart 945.5.

(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.

(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.

I.109 952.245-2 GOVERNMENT PROPERTY (APPLIES TO FIXED-PRICE CONTRACTS ONLY)

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.

I.110 52.249-2 -- TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) 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) for materials, services, or facilities, 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 approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and 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; and
 - (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.
- (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 (b)(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.

(c) 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.

(d) 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 title to those 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.

(e) 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.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by

- (1) the amount of payments previously made and
- (2) the contract price of work not terminated.

The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of --

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) 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 subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

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

(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.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of 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 (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of 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 the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(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.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I.111 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.

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

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>PAGE(S)</u>
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B	Reporting Requirements	95 -105
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J.2 ATTACHMENT A - STATEMENT OF WORK

PERFORMANCE WORK STATEMENT

SITE OPERATIONS SERVICES (SOS) FOR THE NATIONAL ENERGY TECHNOLOGY LABORATORY (NETL)

1.0 GOALS/BACKGROUND

Innovation - The Contractor shall develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing the mission of the National Energy Technology Laboratory (NETL). Furthermore, the Contractor shall use effective and efficient management structures, systems, and operations that are cost-effective while maintaining high levels of quality and safety in accomplishing the NETL mission. The Contractor shall conduct all work in a manner that continuously improves productivity, minimizes waste, and complies with all applicable laws, regulations, terms, and conditions of the contract. This concept is further explained in the Performance Evaluation Plan (PEP).

Background - NETL is a Government-owned and Government-operated facility. The two principal NETL sites, located at 3610 Collins Ferry Road, P.O. Box 880, Morgantown, West Virginia, and at 626 Cochran's Mill Road, P.O. Box 10940, Pittsburgh (Bruceton, South Park Township), Pennsylvania, are 65 miles apart.

NETL is a Federal organization providing practical solutions to energy and environmental problems -- solutions garnered through innovative public/private partnerships and alliance formation. NETL performs, procures, and partners in technical research and development (R&D) to provide energy technology options that benefit the public. NETL was created in December 1996 through the consolidation of the former Morgantown Energy Technology Center and the former Pittsburgh Energy Technology Center. These predecessor organizations had been involved in fossil energy research for the past 50 years.

Goals - The Site Operations Services (SOS) Contract for the NETL has three goals.

1.1 Site Operations Division – Site Management Support

The first goal is to provide Contractor site management support services, which enable the NETL Site Operations Division (SOD) to accomplish its mission at NETL facilities located in Morgantown, West Virginia, and Pittsburgh, Pennsylvania. The SOD mission is to provide, operate, and maintain state-of-the-art facilities to support and enhance accomplishment of DOE program goals. This includes providing cost-effective, reliable, energy efficient utilities and services, as well as facilities and equipment, to NETL in an environmentally acceptable manner.

1.2 Research and Development – Research Facility Support

The second goal is to provide R&D facility support services, which enable the R&D organization to accomplish its mission at NETL facilities located in Morgantown, West Virginia, and Pittsburgh, Pennsylvania. The mission of the research program is to conduct world-class research activities that make vital contributions in the production and use of fossil energy in an environmentally acceptable manner.

1.3 Environmental, Safety, and Health – Maintenance and Infrastructure Support

The third goal is to provide Environmental, Safety, & Health (ES&H) maintenance and infrastructure support services, which enable the ES&H division to accomplish its mission at NETL facilities located in Morgantown and Pittsburgh.

2.0 SCOPE

2.1 Types of Services

The activities in this statement of work (SOW) support on-site operations at NETL. The following types of services shall be required under this contract:

- a. Site Management Support
 - (1) Engineering and Technical Management and Consultation Services
 - (2) Lifecycle Asset Management and Consultation Services

- (3) Property Management Services
- b. Research Facility Support
 - (1) Research Facility Engineering and Construction Support
 - (2) Research Facility Maintenance Support
 - (3) Fabrication and Assembly Support
- c. ES&H Maintenance and Infrastructure Support
 - (1) Fire Protection Program Support
 - (2) Fire Alarm and Gas Alarm Network Support
 - (3) Emergency Notification System Support
 - (4) Miscellaneous ES&H Facility Maintenance

2.2 Resources

2.2.1 Contractor-Furnished Resources

The Contractor shall provide all personnel, facilities, equipment, materials, and supplies necessary to accomplish the work under this contract, except those resources specifically identified in Section 2.2.2 of this SOW, which will be supplied by the Government.

2.2.2 Government-Furnished Resources

See Provision H.4, Government Property and Data (SEP 2003).

2.3 Location of Performance

Except where noted, the primary locations for the performance of work under this contract will be at NETL facilities located in Morgantown, West Virginia, and Pittsburgh, Pennsylvania. Contractor employees may be required to travel between the two NETL sites. Additionally, Contractor employees may be required to travel off-site.

2.4 Hours of Operation

Normal hours of operation for the NETL are from 8:00 a.m. to 4:30 p.m., Monday through Friday.

2.5 Core and Variable Work

2.5.1 Core Work

In this SOW, core work is defined as predictable, schedulable, and recurring work of a longer duration (typically one year or more) to be performed on-site using Contractor resources. Most of the work outlined in this SOW is core work.

2.5.2 Variable Work

Variable work is defined as work that can be anticipated under the course of this contract; however, it will be variable in nature with respect to the amount of work, the timing of work, the duration of work, and the scope of work. Variable work may be on-site or off-site, using either on-site or off-site Contractor resources. This work, although unanticipated and unscheduled at this time, may well be expected to occur due to the nature of the work performed in an on-site R&D organization. Variable Work is identified as any task related assignment required by NETL relating to the SOS Contract that is not priced as part of the base contract agreement. The Contractor will price these requirements at an extra cost; cost and schedule to be submitted within ten (10) working days for NETL approval. The Contractor shall also be required to provide support to the Albany Research Center upon request.

3.0 APPLICABLE DOCUMENTS

The invoked or referenced documents that pertain to the work addressed in the service areas in this contract are identified in each of the individual service areas - Sections 4.1, 4.2, and 4.3 of this SOW.

4.0 SERVICE AREAS/PERFORMANCE REQUIREMENTS/NECESSARY CONDITIONS

Service Areas - The requirements in this SOW are grouped under Service Areas.

Performance Requirements - Performance requirements in this contract are expressed in the following manner. Each performance requirement will contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

- a. Performance Objective - A statement of the outcome or results expected in a specific service area. These objectives are identified in the basic contract for each service area.
- b. Performance Measures - The critical, few characteristics or aspects necessary to achieve the performance objective. The Government will monitor these measures. Each performance objective may have one or more performance measure. The performance measures may be stated in the basic contract or in the task orders issued to authorize work under this contract.
- c. Performance Expectations - The targeted level or range of levels of performance for each performance measure.

If performance requirements are applicable to all service areas, they are identified as General Performance Requirements.

Necessary Conditions – In some cases, other requirements supplement or support the accomplishment of Performance Requirements, in which case they are identified as Necessary Conditions. These conditions may or may not be accompanied by measures and expectations, but they must be satisfied in order for the Contractor to be eligible to receive any fee associated with the Performance Requirements. If the Necessary Conditions are applicable to all of the service areas, they are identified as General Necessary Conditions.

4.1 SERVICE AREA - SITE MANAGEMENT SUPPORT

The Contractor shall implement, administer, and continuously improve crosscutting site management services for NETL. The support shall span both the Morgantown and Pittsburgh facilities, except where noted. Much of the work outlined is geared toward providing implementing requirements within existing DOE programs and processes necessary for regulatory and DOE Order compliance and consultation services. The work in this service area includes, but is not necessarily limited to, the following subservice areas:

- a. Engineering and Technical Management and Consultation Services
- b. Life Cycle Asset Management and Consultation Services
- c. Property Management Services
- d. Variable Work.

Necessary Condition No. 4.1

The work in this service area shall conform to the current version of NETL Orders 414.1, Quality Management System; 420.3, Conduct of Operations; 430.1, Life Cycle Asset Management; 430.2, Energy and Utilities Management; 450.1, Environmental Management System; NETL Procedure 430.4-2, Work Control System; and NETL Operating Plan 430.2-1, Energy Management Plan.

4.1.1 Subservice Area – Engineering and Technical Management and Consultation Services

4.1.1.1 Task Area – General Engineering, Design, Drafting, and Drawing Control Support

Performance Objective No. 4.1.1.1 - The Contractor shall provide general engineering, design, drafting, and drawing control support as assigned by NETL. The support shall include, but is not necessarily limited to the following:

- a. Technical consultation.
- b. Assistance with engineering designs, construction inspections, and general drafting (maintaining drawings, records, and layouts of buildings and facilities). Assistance in the performance of Construction inspections will be required in Morgantown.

- c. Additional support shall be provided for energy management improvements on-site, for identifying maintenance-worthy items for new buildings and systems, and for providing drawing reproductions.
- d. More specific site engineering support services, such as:
 - (1) Drafting services (layout, detail, assembly, and schematics) for several types of drafting, i.e., architectural, civil, electrical, geographical information system (GIS) instrumentation, mechanical, piping, process flow diagrams, structural, and utility, for construction and alterations of the facilities.

Necessary Condition No. 4.1.1.1.a

All drafting shall be performed in accordance with NETL Orders, Procedures, and Plans and electronically prepared utilizing AutoCAD computer-aided drafting (CAD) software. CAD-generated drawings created either on-site or off-site shall be stored electronically, utilizing the NETL Electronic Document Management System (EDMS). Drawings not generated with AutoCAD shall be field-verified and redrawn utilizing AutoCAD software. Drawing reproductions and reproducibles shall be provided as requested.

- (2) Technical consultation and assistance with engineering designs in the following areas:
 - θ SOW Preparation (MGN)
 - θ Construction Cost Estimates (MGN)
 - θ Design Reviews (MGN)
 - θ Design Package Preparation (MGN)
 - θ Construction Closeout Activities (MGN)
 - θ Personnel Move Coordination (space planning and layouts) (MGN)
 - θ HVAC Layout and Analysis with Indoor Air Quality (IAQ) Considerations (MGN)
 - θ Engineering Surveys with an Electronic Distance Measurement (EDM) Total Station System (MGN)
 - θ Energy Management and Controls Support (MGN & PGH)
 - θ Systems Furniture Layout (MGN)

Necessary Condition No. 4.1.1.1.b

Value engineering techniques and principles shall be employed to ensure that the best economical engineering solutions are achieved for all projects.

- (3) Quality control inspections when required or requested. The inspections, based on Inspection Plans, shall assist NETL in ensuring that the performance of construction activities are acceptable to DOE and meet all of the requirements specified on the drawings, in the SOW, and in applicable codes and standards.

Necessary Condition No. 4.1.1.1.c

All valid warranties for past construction projects shall be administered to protect NETL interests in previously installed systems and equipment. The COR will provide warranty records to the SOS contractor after the end of each construction project. The SOS contractor will assume warranty responsibility one year after the completion of a construction project.

- (4) Configuration management for buildings and facilities by maintaining drawings, records, construction files, and operation/maintenance manuals, as well as by reviewing and/or updating applicable standards, procedures, and quality control methods.
- (5) Record drawings to incorporate “as-built” information, as the data become available.
- (6) Condition Assessment Survey (CAS) Program by performing file information searches and assisting in the identification of maintenance-worthy items for new buildings and systems. The Contractor shall learn to use CAS instruments (infrared camera or ultra-sonic flow meter) and assist in taking readings and measurements, thereby identifying conditions that require maintenance (site caulking, weatherproofing, door replacements, window replacements, and roof replacements).

- (7) Support to energy management functions. The Contractor shall assist in the identification of potential energy-saving projects, arrange for energy-improvement projects, and monitor and verify any implied energy savings.
- (8) General engineering design support. The Contractor shall maintain the capability to respond to electrical engineering design support requests on a limited basis. Projects that are primarily electrical in nature shall be forwarded to the DOE electrical engineer point-of-contact for design.

4.1.1.2 Task Area - Variable Work

Performance Objective No. 4.1.1.2 - The Contractor shall assist, when tasked, by providing the necessary personnel and expertise (either on-site or off-site) to conduct off-site energy audits, CAD services, energy management services, and engineering design and inspection services in support of NETL activities, cooperative agreements, and memoranda of understanding. These activities may include facility/building/equipment modifications and consultation services in energy management, space utilization, and site planning. The Contractor shall also assist, when tasked to provide A&E support to the Albany Research Center.

4.1.1.3 Task Area – Reporting Requirements

Performance Objective No. 4.1.1.3 - The Contractor shall:

- a. Provide monthly design and construction activity reports and project status reports showing project title, brief description, work order numbers, completion date, and status.
- b. Track and report the following measures on a monthly basis.
 - (1) Procurement and Subcontracts Information -- the report shall display any projects for which procurement and subcontracting resources are committed, as well as final costs for all purchases and completed projects.
 - (2) Drafting Information -- the number of walk-up prints provided and the associated copy time required shall be logged to track the drafting time not reflected by work orders.
 - (3) The number of new and modified facility-related drawings produced.

4.1.2 Subservice Area – Life Cycle Asset Management and Consultation Services

The Contractor shall provide support services for the general site management of NETL. The services to be provided are mainly associated with maintaining, repairing, operating, and servicing systems that are installed as part of the basic facility (non-research) and are essential to the normal functioning of the facility. Non-research operations generally begin at an interface defined as the first shut-off valve from the main feeder for gases and liquids or at the panel box or wall outlet for electrical service. Examples where this maintenance interface will apply are for systems such as nitrogen, instrument air, natural gas, cooling water, and electricity, for which general maintenance upstream of, and including, the first shut-off valve will be performed under this task, and downstream will be performed under Service Area 4.2.

4.1.2.1 Task Area - Maintenance Management Support

Performance Objective No. 4.1.2.1.a - The Contractor shall assist in maintaining buildings and general-purpose (non-research) equipment by:

- a. Maintaining, repairing, and servicing general facilities, structures, equipment, utility systems, and surfaced areas. General facility equipment includes heating, ventilation, and air conditioning (HVAC), refrigeration, laboratory exhaust ventilation systems, city water, fire protection, and natural gas distribution systems from the city or utility point of entry throughout the NETL facilities. Structural Maintenance shall include the inspection and repair of building roofs on a Semi Annual basis.
- b. Maintaining, repairing, and servicing the local power company's electrical distribution system, including electrical power transformers and stations, as well as disconnect switches, through secondary electrical sub-panels and motor control centers. In Pittsburgh, maintain the distribution systems past the Power company Air switches. After the Air switches the equipment is owned by DOE. In

- Morgantown, operation is from the Power company source and maintenance is from the secondary of the site transformers.
- c. Maintaining, repairing, and servicing utility systems, which include heating and process steam generation and distribution, condensate return, process water, and compressed gases from supply source to the facility, up to and including the branch shut-off valve.
 - d. Performing road maintenance, including but is not necessarily limited to, snow removal from roads and parking areas. (NETL Morgantown Site Only)
 - e. Maintaining infrastructure and repairing sanitary sewers, storm sewers, and underground, contaminated wastewater removal distribution systems.
 - f. Maintaining painted surfaces associated with facility and research structures requiring surface preparation and specialized paint/painting techniques (both sites); the Contractor shall perform painting and sealing of exterior/interior building surfaces at the Morgantown site. This effort has been limited to .25 man-years of effort at each site.
 - g. Providing emergency support on a 24-hour per day basis if facility equipment failure impacts the NETL mission.
 - h. Maintaining and repairing security fence lines and gates.
 - i. Providing certified welding capabilities.
 - j. Calibrating system equipment, including but is not necessarily limited to, pressure relief devices, pressure gauges, and gas regulators.

Necessary Condition No. 4.1.2.1.a - All work request tasks shall be processed through the NETL Central Work Control System.

Performance Objective No. 4.1.2.1.b - The Contractor shall provide support by:

- a. Proposing and implementing updated resource management plans to meet the maintenance demands of the site.
- b. Providing trained technicians, processes for planning and scheduling of work activities, preventive maintenance procedures, equipment history and maintenance activity documentation, data analysis, root cause determinations, and response procedures to maintenance requests.
- c. Documenting and entering applicable maintenance data into the computerized maintenance management system. All maintenance-worthy items shall be identified, data plate information gathered, and preventive maintenance procedures developed.

4.1.2.2 Task Area – Life Cycle Asset Management Support

Performance Objective No. 4.1.2.2 - The Contractor shall provide support by:

- a. Providing input, as required and requested, for the development and processing of the NETL Site Development Plan, the Annual Maintenance Budget, the Deferred Maintenance Reporting Requirements, and the Maintenance Crosscut Budget. The information contained in the database of the computerized maintenance management system shall be current, reports shall be generated, and the data shall be analyzed in support of this effort.
- b. Updating, as required by procedure or request, the Condition Assessment Survey (CAS) program at NETL. The information contained in the database of the computerized condition assessment information system (CAIS) shall be kept up to date through the downloading of inspection information from the individual surveys and the data analyzed as required to assist in this effort.
- c. Performing inspection assessments, as required by procedure or request, and uploading all CAS data into the facility information management system (FIMS) and CAIS databases, as appropriate.
- d. Utilizing diagnostic equipment provided by NETL such as the vibration analyzer, Dranetz power quality analyzer, infrared camera, and ultrasonic devices to evaluate existing equipment to predict corrective maintenance initiatives prior to equipment failure.

Necessary Condition No. 4.1.2.2 – The support services provided in this area shall be consistent with requirements of NETL Order 430.1.

4.1.2.3 Task Area - Services Management Support

Performance Objective No. 4.1.2.3 - The Contractor shall maintain non-research delivery systems including preventive, corrective, and predictive activities as required by procedure and approved industry standards and practices. The Contractor shall provide assistance support by:

- a. Operating, maintaining, and repairing all utility service systems including ancillary components.
- b. Providing general site management support through the operation of the service systems including steam, condensate return, nitrogen, compressed air, heating and process steam generation, process-cooling water, bulk liquid nitrogen, and wastewater treatment plants.
- c. Operating, maintaining, and repairing boilers, the cooling tower, chillers and pumps, air and inert gas compressors, wastewater treatment plants, and ancillary components for these systems.
- d. Providing steam, compressed air and gases, and process cooling water as required to meet the NETL mission.
- e. Operating and maintaining compressed gas cylinder storage area and services including: maintaining the DOE provided automated Inventory Control Systems and a up- dating the ES&H Quantum Data Base.
- f. Operating, maintaining, and repairing Compressed Natural Gas and Ethanol refueling stations.

4.1.2.4 Task Area - Modification Management Support

Performance Objective No. 4.1.2.4.a - The Contractor shall provide modification management assistance support for buildings, general purpose equipment, utility systems, and surfaced areas by altering and modifying facilities, equipment, utility systems, and surfaced areas based on approved plans and drawings. This also includes repair by replacement.

Performance Objective No. 4.1.2.4.b – Variable Work – The Contractor shall provide sub-contractual support if Contractor core resources are not sufficient to maintain a manageable work backlog or to meet critical priority work schedules.

4.1.2.5 Task Area - Central Work Control System Management Support

Performance Objective No. 4.1.2.5 - The Contractor shall provide assistance support by:

- a. Operating a central work control system according to NETL procedures and approved industry standards. The central work control system shall be operated through an existing computerized maintenance management system.
- b. Planning and scheduling activities to determine resource and material requirements and to ensure their availability prior to scheduling the requested work.
- c. Tracking each work request from authorization, planning, and scheduling through completion and/or cancellation.

4.1.2.6 Task Area - Motor Pool Management Support

Performance Objective No. 4.1.2.6 - The Contractor shall provide support by:

- a. Operating the motor pool.
- b. Coordinating or providing preventive and corrective maintenance activities on station vehicles and station equipment, including, but not necessarily limited to, cars, pick-up and heavy-duty trucks, material-handling equipment, tractors, tow motors, loaders, electric carts, and miscellaneous portable items such as pumps, welders, generators, compressors, snow-removal blades, and salt spreaders. Grounds maintenance equipment is covered in a separate contract in Morgantown only. Work includes the transportation of vehicles to off -site vendors as required by GSA or the DOE Task COR. The necessary documentation and record keeping shall be maintained and submitted to NETL as required by procedure and request.

- c. Providing Motor Pool Vehicle Reservation (Pittsburgh Only) and Shuttle Reservation Services (both sites). Reservation requests and confirmations will be received and sent using the NETL GroupWise E-mail system. Motor Vehicle Dispatch Logs and Shuttle Passenger Schedules will be posted on the NETL Intranet on a daily basis.

4.1.2.7 Task Area - Shuttle Service and Transport Support

Performance Objective No. 4.1.2.7.a - The Contractor shall provide driver shuttle/messenger service support between the NETL Morgantown and Pittsburgh sites, Monday through Thursday, on a preset schedule or as directed by the COR. The Contractor is authorized to use Government vehicles for this service. Services shall include, but are not necessarily limited to, the following:

- a. Transporting office personnel and visitors between the sites.
- b. Delivering messages, documents, packages, and correspondence to various business concerns or Government agencies.
- c. Obtaining receipts for articles delivered and keeping a log of items received or delivered.
- d. Performing miscellaneous errands, such as carrying samples and packages. Hazardous materials will not be transported on the NETL Shuttles.

Performance Objective No. 4.1.2.7.b - Upon special authorization, the Contractor shall provide local delivery and transportation services. The Contractor is authorized to use Government vehicles for this service.

4.1.2.8 Task Area - Facility Safety Analysis Review System (SARS) Consultation Support

Performance Objective No. 4.1.2.8 - The Contractor shall provide support by:

- a. Assisting in the preparation of SARS packages, as assigned by DOE, to obtain operating permits for new or modified facilities.
- b. Assisting SOD in follow-up actions associated with Facility SARS recommendations and conditions.
- c. Maintaining and cataloging SARS information.

4.1.2.9 Task Area - Quality Assurance (QA)/Quality Control (QC) Support

Performance Objective No. 4.1.2.9.a - The Contractor shall support SOD by:

- a. Providing support in the areas of QA procedure and program development and revision.
- b. Providing miscellaneous support such as conducting QA reviews, conducting code interpretations, assessing welding quality, and performing supplier audits.

4.1.2.10 Task Area – Reporting Requirements - The Contractor shall support SOD by:

- a. Providing general monthly activity reports on maintenance performed on NETL-owned or -leased equipment.
- b. Obtaining and tracking the following on a semi-annual basis.
 - (1) Time Performance Data - percentage comparisons for closed work orders based on estimated hours to actual hours in three categories - less than, equal to, and greater than - by total for facility and project-related work.
 - (2) Date Completed Performance Data - percentage comparisons for closed work orders based on planned completion date to actual completion date in three categories - less than, equal to, and greater than - by total for facility and project-related work.
 - (3) Total Maintenance Cost per Building Data - the total labor and material maintenance cost for each building.

4.1.3 Subservice Area - Property Management Services

The Contractor shall provide property management support services for NETL in accordance with appropriate regulations, supplemented by internally developed procedures. The scope of this support includes the following annual activities.

- a. Inventorying approximately 2,000 to 20,000 line items of personal property annually.
- b. Tagging and accounting for approximately 3,200 new line items of personal property annually.
- c. Assisting in the review of approximately 50 Contractor system reviews.
- d. Assisting with the disposition of property and closeout of approximately 200 DOE awards annually.
- e. Processing approximately 1,800 award actions into the Property Administration and Management System (PAMS).

4.1.3.1 Task Area - Property Management Support

Performance Objective No. 4.1.3.1 - The Contractor shall provide efficient control and utilization of Government-owned property consistent with Federal, DOE, and organizational directives, e.g., Federal Property Management Regulations (FPMR), Federal Management Regulations (FMR), DOE PMR, and NETL Order 580.1, Personal Property Management, to control, protect, preserve, and maintain Government property. The Contractor shall support this function by:

- a. Operating and maintaining an automated, accountable property management system using bar-code technology. Tagging property in accordance with the NETL Property Management Guide and assigning property, as applicable.
- b. Establishing and maintaining relationships with NETL organizational entities with personal property management responsibilities to ensure that priorities are met within the organization.
- c. Conducting physical inventories of Government property as required by DOE PMR 109-1.5110. Inventory-by-exception techniques shall be used to inventory sensitive property with the approval of the NETL Organizational Property Management Officer (OPMO). Precious metals, as defined in DOE PMR 109-27.5104-4, shall be inventoried on an annual basis. Reports of all inventory results shall be reported to the OPMO.
- d. Maintaining data in the Energy Asset Disposal System (EADS).
- e. Providing support for pre-award, award, administration, and closeout of all DOE used, energy-related-laboratory-equipment grants.
- f. Maintaining local excess and equipment-held-for-future projects (EHFFP) databases.
- g. Providing for the storage of equipment not required. This equipment shall be tagged and stored as excess.
- h. Managing and controlling access to the NETL scrap facility (only non-contaminated scrap metal shall be accumulated in the scrap holding facility), including ensuring that property retirement and disposal procedures are followed and that scrap is removed according to schedule. Disposal of property shall be in accordance with applicable rules and regulations.
- i. Preparing property management reports as required by DOE PMR 109-1.5148. In addition, the Contractor shall prepare monthly NETL plant and capital equipment reports on all acquisitions, reutilizations, dispositions, and inventory results reports.
- j. Providing support in the areas of safeguarding, such as access, storage, and accountability of all EHFFP, critical spares, excess property, and furniture. The Contractor shall maintain a check-in/out system maintained through the shipping/receiving area for access to the property area (EHFFP, excess, sales, furniture, etc.). The Contractor shall review any equipment required for future NETL programs for retention and shall categorize and store equipment as EHFFP, spares, or equipment pool.
- k. Providing furniture management, tool crib items, and furniture key control support.

4.1.3.2 Task Area - Off-Site Property Management Support

Performance Objective No. 4.1.3.2 - The Contractor shall provide support for the administration of property in the possession of off-site NETL Contractors by:

- a. Obtaining and processing reports from awardees for input into the off-site property database.
- b. Coordinating the complete disposition of excess property submitted from off-site Government Contractors.
- c. Assisting DOE property management specialists in reviewing and appraising Contractors' property management systems to assess application of written policies and adoption of processes that promote the efficient and effective use of Government property.
- d. Coordinating the submission and review of Contractor's final inventory of property.
- e. Maintaining records of off-site Contractor property files and preparing memoranda and letters, as appropriate.
- f. Providing financial and property code input into NETL financial accounting systems.
- g. Providing timely and accurate submission of required reports, as well as preparation of requests for loan, borrow, transfer or retirement of property.

4.1.3.3 Task Area - Materials Management Support

Performance Objective No. 4.1.3.3 - The Contractor shall manage storeroom items (item issuance, inventory control, and maintenance of stocked items) in the most practical and economical manner consistent with NETL program needs and applicable laws and regulations. The NETL storeroom is located in Building 19 at the Morgantown site. Storeroom operating hours shall be from 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Government holidays. The Contractor shall manage the warehouse, which includes storage and control of all bulk stores and critical spares. The Contractor shall provide support by:

- a. Processing material issue requests through personal pickup, site mail, LAN, or voice mail.
- b. Maintaining and distributing an annual storeroom stock catalog and an office supply stock catalog.
- c. Tracking all stock transactions through a computerized inventory control system.
- d. Conducting physical inventories of all storeroom items in accordance with NETL, DOE, and Federal regulations to ensure record accuracy. Providing results of inventory to the OPMO for review and approval of inventory adjustments.
- e. Returning non-contaminated "used equipment/material" to stock for re-issue or placement is EHFFP. The Contractor shall review any equipment required for future NETL programs for retention and store equipment as EHFFP, spares, or in the equipment pool.
- f. Controlling access to the storeroom/warehouse (which is a secure building utilized as an enclosed storage area for a variety of items, including low-frequency-use articles, storeroom stock, and EHFFP).
- g. Providing delivery service to/from the warehouse to meet customer demands. (Pittsburgh site only)

4.1.3.4 Task Area - Material Transportation Management Support

Performance Objective No. 4.1.3.4.a - The Contractor shall provide necessary transportation and traffic management support for incoming materials. Incoming materials shall be received at the centralized receiving facility at the Morgantown site. The scope of this support includes receiving approximately 30,000 packages, shipping approximately 2,000 packages, and conducting approximately 400 quality inspections each year.

Performance Objective No. 4.1.3.4.b - The Contractor shall provide additional support by:

- a. Completing claims on incoming shipments for problem orders.
- b. Notifying the requisitioner of the receipt of material and coordinating pickup and acceptance of materials.
- c. Maintaining a complete audit trail to minimize/discourage waste, fraud, and abuse.
- d. Providing delivery of storeroom stock, procured items, and other stored materials to the Morgantown and Pittsburgh facilities.
- e. Inspecting material for physical damage and purchase order requirements, as well as ES&H and

quality control requirements (technical inspections of material specifications shall remain the responsibility of the requestor).

- f. Initiating nonconformance reports for damaged or suspect/counterfeit items.
- g. Checking and accounting for all required documentation, including Certified Material Test Reports (CMTR) and Certificates of Compliance (C of C) for Quality Class 2 and 3 items.
- h. Completing and filing Receipt Inspection Reports for QA Class 2 and 3 items.
- i. Reviewing all freight invoices prior to payment.
- j. Filing freight claims for over billing or carrier negligence.
- k. Coordinating outgoing shipments. The Contractor shall ensure that shipments of hazardous materials are made in accordance with regulatory requirements regarding proper marking and packaging.
- l. Selecting transport mode and carrier based on the ability to perform transportation services in a satisfactory and economical manner by taking full advantage of Federal- and DOE-wide transportation contracts and tenders. The Contractor shall ensure compliance with DOE-PMR 109-40 and DOE Order 460.2.
- m. Entering applicable data into the DOE Shipment Mobility Accountability System (SMAC).

4.1.3.5 Task Area - Mail, Express and Small Package Processing/Delivery Services

Performance Objective No. 4.1.3.5.a - The Contractor shall provide mail, express, and small package processing/delivery support services, including operating an office at which NETL employees can receive postal services. Supplies specific to the express and small package processing/delivery service shall be provided for that service via the NETL. The Pick-up and delivery of both on and off site United States Postal Service type mail and the delivery of inter-office on site is covered under a separate contract at both sites.

The Contractor shall perform the following services with respect to express and small package items for dispatch/delivery.

- a. Provide the necessary labor to support the Express and Small Package Processing/Delivery Service operations at NETL.
- b. Process/deliver express letters and packages and Small Package Processing/Delivery Service daily in Pittsburgh only.
- c. Complete the automated entry of addresses, which will generate appropriate labels and enter the article into the Express and/or Small Package Delivery Service's tracking system.
- d. Assemble packages in appropriate shipping containers and affix proper labels; verifying express account numbers with list before processing item.
- e. Transfer packages to the Small Package Delivery Service's courier on an as- required basis (usually p.m. pick-up); transfer express items to the express dispatcher at the 2:00 p.m. pick-up; deliver daily express items to recipients in the a.m. (Delivery is performed by another Site Support Contractor in Morgantown).
- f. Forward invoices generated through the daily closeout process to NETL Accounts Payable for small packages; forward daily NETL-Express Authorization & Account Forms to the assigned account Monitor from processed items; file daily express report.
- g. Respond to NETL inquiries pertaining to the tracking and verification of items sent.
- h. Prepare a daily closeout via the computerized system, which shall consist of the creation an invoice for payment to the Small Package Delivery Service; prepare a shipper's verification report, and prepare a daily express report.
- i. X-ray all mail and all packages received through ground transportation and courier companies for possible explosives devices and/or firearms or organic contaminants using the DOE-owned x-ray machines, screen for suspect mail/packages in accordance with NETL suspect mail/packages handling protocol, and wear protective garments provided.

Performance Objective No. 4.1.3.5.b - Upon request, the Contractor shall arrange for and provide after-hours, e.g., after 7:00 PM, pick-up service for express delivery packages received as well as transport service to express package receipt centers.

Performance Objective No. 4.1.3.5.c - The Contractor shall prepare and submit the following deliverables.

- a. Monthly Activity Report
- b. Physical Inventory Report of Equipment and Capital (Biennially)
- c. Property Utilization Report (Annually)
- d. Contractor Property Report (Annually)
- e. Excess Personal Property Furnished to Non-Federal Recipients (Annually)
- f. Plant & Capital Equipment Report (Monthly)
- g. Precious Metals Report (Annually)
- h. Physical Inventory Report of Sensitive Storeroom Stock Turnover (Annually)
- i. Transportation Activities Report (Annually).
- j. The Contractor shall maintain a log of all Package Express Delivery mail. The Contractor shall provide Package Express Delivery mail usage information, monthly reports and other information required by the COR.
- k. Negotiated Sales Report (Annually).

Performance Measures

- a. Quality
- b. Timeliness
- c. Cost Control

Performance Expectations

- 100% in accordance with quality requirements outlined in the PEP.
 100% in accordance with schedule requirements outlined in the PEP.
 100% in accordance with cost requirements outlined in the PEP.

4.2 SERVICE AREA – RESEARCH FACILITY SUPPORT

The purpose of this task is to provide facility-related support and services to the NETL on-site R&D organization located at the Morgantown and Pittsburgh sites. It is the Contractor’s responsibility to develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing this mission. The Contractor shall provide research facilities (See definition in Section 6.0 of this SOW) support and services in the following areas.

- a. Research Facility Engineering and Construction Support (Work Control Support only)
- b. Research Facility Maintenance Support (Gas alarm support for building infrastructure only)
- c. Fabrication and Assembly Support (Variable work on an as needed basis)

Note: Research facility engineering, construction, and maintenance support work may be provided to large-scale R&D facilities upon request. This would be considered variable work (e.g. staffed on an as-needed basis, primarily through off-site sub-contracts).

Necessary Condition No. 4.2 – The Contractor shall ensure that the work in this service area conforms with the latest version of NETL Orders 414.1, Quality Management System; 420.3, Conduct of Operations; 421.1-1, R&D Safety Analysis and Review System; 430.1, Life Cycle Asset Management; 430.2, Energy and Utilities Management; 450.1, Environmental Management System; NETL Procedure 430.4-2A, Work Control System; and NETL Operating Plan 430.2-1, Energy Management Plan.

4.2.1 Subservice Area – Research Facility Engineering and Construction Support

Performance Objective No. 4.2.1 - The Contractor shall provide engineering and construction support on a variable work basis for large-scale R&D facilities as assigned by the DOE on-site R&D organization. All work performed as part of this task shall be carried out and completed in accordance with applicable NETL orders, plans, and procedures. The Contractor shall provide services, such as:

- a. General engineering design support, as required by the DOE in-house R&D organization.
- b. Drafting support related to architectural, civil, electrical, instrumentation (P&ID), mechanical, piping and process flow diagrams (PFD), and structural for construction of and alterations to research facilities.
- c. Engineering CAD System Support.
- d. Technical consultation and assistance in the areas of engineering planning, design, cost estimating, development of design packages for DOE review, and construction management.

- e. Acquisition and installation of equipment, services, supplies, and materials associated with research and development facilities.
- f. Quality control for all activities conducted in support of the NETL on-site R&D organization in accordance with NETL Order 414.1, Quality Management System, including material control, in-process testing, development of quality assurance packages, and construction inspections for on-site R&D facility-related projects to ensure that the construction activities are acceptable to DOE and meet all of the requirements communicated on drawings and statements of work, as well as through applicable codes and standards.

4.2.2 Subservice Area - Research Facility Maintenance Support

Performance Objective No. 4.2.2 - The Contractor shall provide general maintenance support to large-scale research facilities as assigned by the on-site R&D organization on an as needed and variable work basis. This support can be described as maintenance, repair, and servicing of systems that are installed as part of the research facility and are essential to the normal function of the research facility. The Contractor shall provide maintenance support to (research) facilities located at the Morgantown and Pittsburgh sites as follows:

- a. Provide work order system services to the on-site R&D organization as part of the NETL Work Order Control System.
- b. Maintain research building infrastructure gas alarms.

As per section 4.1.2 Non-research operations generally begin at an interface defined as the first shut-off valve from the main feeder for gases and liquids or at the panel box or wall outlet for electrical service. Examples where this maintenance interface will apply are for systems such as nitrogen, instrument air, natural gas, cooling water, and electricity, for which general maintenance upstream of, and including, the first shut-off valve will be performed under Life Cycle Asset Management.

4.2.3 Subservice Area - Fabrication and Assembly Support

Performance Objective No. 4.2.3 - The Contractor shall construct small- and large-scale prototype experimental units for use in research and development operations, as requested by the on-site R&D organization on an as needed and variable work basis. Fabrication and assembly activities are as follows.

- a. Fabricate, assemble, install, modify, and provide alteration services associated with research and development equipment in accordance with NETL Order 414.1, Quality Management System, and other applicable codes and standards.
- b. Maintain and operate machine shop on a variable basis for fabrication and assembly of parts and equipment required in the on-site R&D program following established NETL standards and procedures.
- c. Manage facility support through the NETL work control system by developing and maintaining a database for the completion of research-related fabrication, assembly and installation activities in accordance with NETL schedules and priorities.
- d. Provide certified welding capabilities.
- e. Utilize off-site sub-contracts when needed to meet on-site R&D schedules.

4.2.4 Subservice Area – Reporting Requirements

Performance Objective No. 4.2.4 - The Contractor shall:

- a. Provide monthly activity reports and monthly project status reports (showing project title, brief description, work order numbers, completion date, and status).
- b. Track and report the following measures on a monthly basis.
 - (1) Procurement and Subcontracts Information -- the report shall display any projects for which procurement and subcontracting resources are committed and final cost of all purchases and completed projects
 - (2) Drafting Information -- the number of walk-up prints run and the associated copy time required

shall be logged to track the drafting time not reflected by work orders. The number of new and modified (research) facilities-related drawings produced shall also be tracked.

Performance Measures

- a. Quality
- b. Timeliness
- c. Cost Control

Performance Expectations

- 100% in accordance with quality requirements outlined in the PEP.
 100% in accordance with schedule requirements outlined in the PEP.
 100% in accordance with cost requirements outlined in the PEP.

4.3 SERVICE AREA - ES&H MAINTENANCE AND INFRASTRUCTURE SUPPORT

The purpose of this task is to administer and support crosscutting risk management support for NETL. The support shall span the Morgantown and Pittsburgh facilities, except where noted. The major work in this task includes the known and established work of maintenance to ES&H-related infrastructure and systems, including:

- a. Fire Protection Systems
- b. The Emergency Notification System (ENS)
- c. Gas Sensors
- d. Fire Alarms and ENS in their integrated networks, as well as individual sensors
- e. Miscellaneous devices such as ladders, hoists, rigs, etc as described in the individual subtasks below. The Contractor is responsible for design and engineering support for new installations and expansions from the existing systems as well as the installations of new components, including finishing work, such as painting or corrosion protection, as needed.
- f. Providing emergency support on a 24-hour per day basis if facility ES&H related equipment failure impacts the NETL mission, employee safety and health, environmental protection, and/or protection to Government property.

Necessary Condition No. 4.3

The work in this service area shall conform to the current version of NETL Orders 440.1-4, Fire Detection Devices and Alarm Systems; 440.1-5, Fire Extinguishing Systems, Including Fixed Systems and Portable Fire Extinguishers; 440.1-9, Assessment, Inspection, Testing, and Maintenance of Fire Protection Systems, Equipment, and Programs; 440.1-10, Fire Protection Cold Weather Protection Program; NETL Procedure 440.1-12A, Worker Protection Program Implementation; and NETL Operating Plan 440.1-4, General Workplace Safety Program.

4.3.1 Subservice Area - Fire Protection Program Support

The Contractor shall maintain the equipment and systems employed by the fire protection program. The Contractor shall provide engineering support for the analysis and design functions.

4.3.1.1 Task Area - Maintain Fire Suppression and Alarm Systems

Performance Objective No. 4.3.1.1 - The Contractor shall provide fire suppression systems maintenance to ensure that the system is operable and capable of protecting employees and property. This includes, but is not necessarily limited to, required standpipe and sprinkler head flow testing; paint on all fire suppression equipment (standpipes, water supply lines, horns, bells, hydrants, post indicator valves, any and all other building exterior apparatus related to fire alarm or suppression systems) maintained in a condition of adequate paint protection and corrosion prevention that does not use lead paint; and replacement of broken, deteriorated, or otherwise inoperable parts. The Contractor is responsible for the initial painting of fire suppression components that require it. Contractor will supply (monthly) a brief written report of activities, and inspection data when applicable, to the appropriate program manager. The report (and those mentioned elsewhere in this document) can be in electronic form (e-mail) unless otherwise specified by the recipient

4.3.1.2 Task Area - Maintain Facility Fire Protection Equipment and Systems

Performance Objective No. 4.3.1.2 - The Contractor shall maintain fire protection systems and equipment and perform minor facility fire protection remediation in accordance with approved drawings.

4.3.1.3 Task Area – Maintain Fire Extinguishers

Performance Objective No. 4.3.1.3 – The Contractor shall:

- a. Place and maintain a supply of fully functional and charged fire extinguishers, including mounting brackets and hooks.
- b. Ensure compliance with the regulatory or NFPA requirement for professional breakdown, inspection and maintenance of extinguishers each six years. Inspect, test and maintain all fire extinguishers on a regular basis.
- c. Provide annual written report of activity to appropriate program managers.

4.3.1.4 Task Area – Maintain Fire Protection Equipment, including Fire Doors

Performance Objective No. 4.3.1.4 - The Contractor shall maintain NETL doors including corrosion prevention and repair or replacement of parts. This includes the maintenance of door knob, hinge, closer, and latching mechanisms, as well as the required performance of fire doors to close and latch on their own which may require frequent adjustments between heating and air conditioning seasons.

4.3.1.5 Task Area – Maintain Fire Alarm and Gas Alarm Network Support (known as the MSA-DAN System and the Johnson Control System)

Note: The Contractor should note that both the MSA-DAN and Johnson Control networks are used but the gas monitors are from various manufacturers.

The Contractor is responsible for the system regardless of the manufacturer.

Performance Objective No. 4.3.1.5 - The Contractor shall:

- a. Provide engineering and technical services to design, develop system specifications, install, calibrate, support and maintain the NETL fire- and gas-alarm- notification systems for the facilities including both scheduled and incidental service, including design and installation and determination of system integrity for additional system expansion into existing and new areas.
- b. Provide verification, acceptance, and functional testing of the alarm systems and equipment.
- c. Maintain and update instrumentation maintenance inventory. The fixed gas alarm and monitoring system includes the integrated alarm network and its several remote output stations. However, it does not include portions of the network covered by Silent Knight (the fire panel used on the Morgantown site) or Simplex (the fire panel used on the Pittsburgh site).
- d. Make final connections of new sensors and replacing old ones.
- e. Decommission unnecessary monitors and other equipment in the NETL gas and fire alarm system, and re-commission them if a return to service is required. For instance, take gas monitors off line and cease calibration and sensor replacement when a project has been inactive six or more months, and no activity is planned. This will require contact with Responsible Persons to assure gases have been eliminated from the area and to assure re-commissioning will occur upon notification of planned activity.
- f. Maintain and update any planned and as-built drawings and/or schematics.
- g. Provide monthly report of activities and results to appropriate program manager.

Performance Objective No. 4.3.1.6 - The Contractor shall provide the following deliverables.

Description	Trigger Activity	Frequency
Fire Protection System Outage Request Form	Interruption of System	Prior to System Interruption
Fire Protection System Impairment Tag	Repair/Replacement Modification of System	Prior to System Impairment
NETL Fire Hydrant Non-Emergency Use Permit	Non-Emergency Usage of Fire Water Supply	Prior to Use
Cold Weather Protection Plan	Freeze Protection Planning	Annual
Fire Protection Inspection/ Test Reports	Offsite Fire Protection Contractor Inspection/ Test of Fire Systems Equipment	Quarterly
Fire Protection Inspection/ Test/Maintenance Reports	Inspection/Test/ Maintenance	Weekly/Monthly/ Quarterly/Semi-Annual/Annual as Required by NFPA

4.3.2 Subservice Area - Emergency Notification System Support

Performance Objective No. 4.3.2 - The Contractor shall provide management and technical support for the Emergency Notification System (ENS). The ENS is a supervised paging system requiring high reliability and high availability. The Contractor shall provide management services to ensure that requests for new services, service changes, system maintenance, and service disconnects are addressed within established NETL guidelines. The Contractor shall provide technical support to maintain, upgrade, diagnose performance issues, and repair the ENS system, including system electronics, system cabling and system enunciators, e.g., speakers and strobes. The Contractor shall update system drawings to reflect as-built and planned changes to the system. The Contractor should note that the ENS systems are installed differently at the two sites. The ENS in Pittsburgh is an integral part of the fire alarm system, while the system in Morgantown is installed independently.

4.3.3 Subservice Area - Miscellaneous ES&H-related Maintenance

Performance Objective No. 4.3.3a - The Contractor shall provide maintenance to ES&H-related systems and equipment that are part of scheduled inspection programs, including but not limited to elevators, cranes, portable hoists, ladders, eyewash stations, emergency lighting, and emergency showers. Written inspection reports shall be provided to appropriate program managers.

The contractor shall maintain the records of tests/inspections. Records shall be made available for DOE review upon request. The Contractor shall notify DOE when inspections are complete.

Performance Objective No. 4.3.3b - The Contractor shall provide the following deliverables.

Description	Activity	Frequency
Safety Equipment Inspection/ Test Reports Emergency Lights Emergency Eyewash/Showers	Inspection/Test	Monthly
Ladders	Inspection	Yearly

Eyewashes	Test	Weekly
Safety Showers	Test	Quarterly
Elevators	Inspection	Monthly
Stationary Hoists and Cranes	Inspection/Test	Semiannual
Portable hoisting and lifting equipment	Inspection/Test	Annually

4.3.4 Subservice Area - Variable Work

Performance Objective No. 4.3.4 - The Contractor is responsible for short-term, unscheduled work that supports maintenance to ES&H-related infrastructure and systems and for design and engineering support for new installations and expansions from the existing systems as well as the installations of new components, including finishing work. The work shall fall under the scope of fire-protection and gas-alarm-notification systems components and networks, fire protection equipment and systems, the Emergency Notification System, and miscellaneous ES&H-related equipment that are included in ES&H regularly scheduled inspections.

The work under this task may include upgrades to the ENS system and its management in Morgantown to characterize its current operations including drawings and schematics, address and resolve equipment and installation NEC compliance issues, and other work dependent on survey findings on the system.

Performance Measures

- a. Quality
- b. Timeliness
- c. Cost Control

Performance Expectations

- 100% in accordance with quality requirements outlined in the PEP.
 100% in accordance with schedule requirements outlined in the PEP.
 100% in accordance with cost requirements outlined in the PEP.

5.0 NOTES AND GUIDANCE

(Reserved)

6.0 GLOSSARY**6.1 Acronyms**

<u>Acronym</u>	<u>Definition</u>
CAD	Computer-Aided Drafting
CAIS	Condition Assessment Information System
CAS	Condition Assessment Survey
CMTR	Certified Material Test Reports
C of C	Certificate of Conformance
COR	Contracting Officer's Representative
DOE	Department of Energy
EADS	Energy Asset Disposal System
EDMS	Electronic Document Management System
EHFFP	Equipment Held For Future Projects
ENS	Emergency Notification System
ES&H	Environmental, Safety, and Health
FIMS	Facility Information Management System
FMR	Federal Management Regulations
FPMR	Federal Property Management Regulations
GIS	Geographical Information System
HVAC	Heating, Ventilation, and Air Conditioning
IAQ	Indoor Air Quality
MSA-DAN	Mine Safety Appliance-Data Acquisition Network
NEC	National Electric Code
NFPA	National Fire Protection Association
NETL	National Energy Technology Laboratory
OPMO	Organizational Property Management System

PADS	Procurement Automated Data System
PAMS	Property Administration and Management System
PEP	Performance Evaluation Plan
PMR	Property Management Regulations
QA	Quality Assurance
QC	Quality Control
R&D	Research and Development
SARS	Safety Analysis Review System
SOD	Site Operations Division
SOW	Statement of Work

6.2 Words or Phrases

<u>Word/Phrase</u>	<u>Definition</u>
Core Work	Predictable, schedulable, and recurring work of a longer duration (typically one year or longer).
Fire-Alarm and Gas-Alarm Network Support	MSA-DAN System and the Johnson Control System
Large-Scale	Engineering design will be typically performed by the R&D site support Contractor. However, construction or modification to an on-site R&D facility involving significant addition, deletion, or change to a site or building structure, infrastructure, utilities, or services would be performed under this contract. In all cases, DOE will determine if the project is large-scale or small-scale.
Off-Site	Any location not on one of the NETL sites as defined in "On-Site" below.
On-Site	On Federally-owned or -leased property within the defined boundaries of the sites at Fairbanks, AL; Morgantown, WV; Pittsburgh, PA; and Tulsa, OK; including, in the case of Morgantown, the Research Ridge complex immediately adjacent to the site.
Research Facilities	Research facilities generally begin at an interface defined by the first shut-off valve from the main feeder for gases and liquids or at the panel box or wall outlet for electrical service. Examples where this interface will apply are the systems for nitrogen, instrument air, natural gas, cooling water, and electricity for which general support upstream of the first shut-off valve will be performed under Task 4.1.
Small-Scale	Engineering design will typically be performed by the R&D site support Contractor, unless DOE chooses to use the site operations site support Contractor. Construction or modification to an on-site R&D facility that does not involve significant addition, deletion, or change to a site or building structure, infrastructure, utility, or service will be typically performed by the R&D site support Contractor. In all cases, DOE will determine if the project is large-scale or small-scale.

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

NETL F 541.1-5#
(9/2000) OPI=PS10
(Previous Editions Obsolete)

REPORTING REQUIREMENTS CHECKLIST

1. AWARDEE: Eagle Facility Management Services (EFMS)				2. IDENTIFICATION NUMBER: DE-AM26-05NT41818			
3. REPORT SUBMISSION - Reports shall be submitted to the electronic addresses and mailing address indicated in the NETL-identified Distribution List provided.							
4. PLANNING AND REPORTING REQUIREMENTS							
	FORM NO.	FREQ.	NO. OF COPIES		FORM NO.	FREQ.	NO. OF COPIES
A. GENERAL MANAGEMENT * <input type="checkbox"/> Management Plan <input type="radio"/> Status Report <input type="radio"/> Summary Report	None None 1332.2			E. TECHNICAL (One paper copy and One pdf electronic file copy) <input type="checkbox"/> Technical Progress Report Final Report <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval <input type="checkbox"/> Topical Report	None None None None		
B. SCHEDULE/LABOR/COST * <input type="checkbox"/> Milestone Schedule/Plan * <input type="checkbox"/> Labor Plan * <input type="checkbox"/> Cost Plan <input type="checkbox"/> Milestone Schedule/Status Report <input type="checkbox"/> Labor Management Report <input type="radio"/> Cost Management Report	1332.3 1332.4 1332.7 1332.3 1332.8 See Text			F. PROPERTY <input type="radio"/> Report of Contractor's Property Management System <input type="radio"/> Annual Report of Property in The Custody of Contractor <input type="radio"/> High Risk Property Report <input type="radio"/> Report of Physical Inventory of Capital Equipment <input type="radio"/> Report of Physical Inventory of Sensitive Items <input type="radio"/> Report of Termination or or Completion Inventory	None F580.1-8 F580.1-25 None None SF-1428; SF-120; F580.1-7	P YP YP I YP FC	** ** ** ** **
C. EXCEPTION <input type="checkbox"/> Conference Record <input type="radio"/> Hot Line Report <input type="checkbox"/> Journal Articles/Conference Papers and Proceedings	None None None	A	**	G. OTHER <input type="checkbox"/> Key Personnel Staffing Report <input type="checkbox"/> Subcontracting Report <input type="checkbox"/> Summary Subcontracting Report <input type="checkbox"/> Software <input type="radio"/> Staffing Report Summary <input type="radio"/> Invoice Detail Report <input type="radio"/> Contract Organization Chart	None SF-294 SF-295 None See Text See Text See Text	M M M	** ** **
D. ENVIRONMENTAL ES&H <input type="radio"/> Hazardous Substance Plan <input type="radio"/> Hazardous Waste Report <input type="radio"/> ES&H Hot Line Report <input type="radio"/> DOE NETL ES&H Reports (DOE O 231.1, M 231.1-1, O 232.1) <input type="radio"/> Integrated Safety Management Plan (DOE 450.4)	None None None See Orders & Manuals See DOE Order	O FC A A 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 in the checklist are available at <http://www.netl.doe.gov/business/forms/forms.html>.

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.

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

A Cost Management Report example has been attached as Attachment G. This is the required format that must be utilized for submission of this report.

After contract award, a Microsoft Excel (.xls) file will be provided.

INSTRUCTIONS

- Item 1. Enter the official contract title.
- 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.
- 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:

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 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 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 IN SUPPORT OF DOE'S NETL'S ENVIRONMENT, SAFETY, AND HEALTH REPORTING REQUIREMENT

- 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)
 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 updated 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 (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

A Staffing Report Summary example has been attached as Attachment H. This is the required format that must be utilized for submission of this report.

After contract award, a Microsoft Excel (.xls) file will be provided.

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 Intuitional 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.

Item 7. Enter FTEs charged to other intuitional 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 the NETL sites as defined in “onsite” below.

Onsite – Federally-owned or leased property within the defined boundaries of the sites at Pittsburgh, PA; Morgantown, WV; Tulsa, OK; and Fairbanks, AL, including, in the case of Morgantown, 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 (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 Check List”. 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 invoice detail report example has been attached as Attachment I. This is the required format that must be utilized for submission of this report.

After contract award, a Microsoft Excel (.xls) file will be provided.

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)

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 the NETL sites as defined in “onsite” below.

Onsite – Federally-owned or leased property within the defined boundaries of the sites at Pittsburgh, PA; Morgantown, WV; Tulsa, OK; and Fairbanks, AL, including, in the case of Morgantown, 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 previous 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 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 contract organization chart example has been attached as Attachment J. This is the required format that must be utilized for submission of this report.

After contract award, a Microsoft PowerPoint (.ppt) file will be provided.

J.4 ATTACHMENT C – PERFORMANCE EVALUATION PLAN (PEP)**PERFORMANCE EVALUATION PLAN – SOS
NATIONAL ENERGY TECHNOLOGY LABORATORY****A. BACKGROUND**

1. This plan covers the administration of the award fee provisions of Contract No. DE-AM26-05NT41818 for the National Energy Technology Laboratory and provides necessary standardization to ensure effective development, administration, and coordination of the evaluation process. It is intended as a means to:
 - a. Document how performance during a specific award fee period will be evaluated and fee determined;
 - b. Assure that the Contractor's performance is objectively evaluated in a fair and consistent manner; and
 - c. Afford the Contractor an opportunity to earn fee commensurate with performance expended against performance expectations and standards. Optimum performance represents the most favorable degree of performance obtainable given the Contractor's resources.
2. The following matters, among others, are covered in the contract:
 - a. Cost-Plus-Award-Fee (CPAF) task orders will be employed to provide an incentive and to encourage and reward the Contractor for increasing efficiency in the performance of the contract.
 - b. The term of the contract is for 3 years, with two 12-month options.
 - c. The estimated cost and total award fee pool will be established in accordance with clause H.21 of this contract.
 - d. The award fee earned will be determined by the process established in this plan and approved by the Fee Determination Official (FDO) in accordance with the terms of this contract.
 - e. The Government may unilaterally make changes to this plan.
 - f. Fee evaluation periods will be in accordance with contract clause, B8 entitled "Distribution of Performance Award Fee."

B. STRUCTURE FOR AWARD FEE ADMINISTRATION

The following structure is established for administration of 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)
 - a. Chairman and Membership

Chairman will be the Division Director of the Site Operations Division (SOD). Membership of the PEB will consist of the Contracting Officer, the Contracting Officer's Representative, and one representative from each of the primary using organizations of this contract.. Currently, those representatives include the Site Operations Division (SOD), In-House Research, and Environmental, Safety, and Health (ES&H). The Government may change the chairman and membership without advance notice to the Contractor.

b. Performance Raters (PR)

Performance Raters will be the Task/Subtask Managers assigned to the individual task orders/sub-tasks issued. Performance raters will be responsible for evaluation and assessment of the Contractor's activities during the rating period and documenting results at the end of the award period. The performance raters will be responsible for gathering information in order to evaluate the management effectiveness of the Contractor. The performance rater will coordinate with the necessary personnel to develop the performance score and supporting documentation. The performance rater will recommend a score of overall effectiveness to the PEB for approval. The performance rater will meet with the Contractor at regularly scheduled times during the evaluation period to discuss and review progress. The Government may change the performance raters without advance notice to the Contractor.

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

1. Rating Plan

- a. The Contractor's performance will be evaluated and rated according to this Performance Evaluation Plan. The (1) Performance Areas, Evaluation Criteria, and Scoring and (2) the Award Fee Conversion Chart are attached as indicated below.

ITEM

(1) Performance Areas, Evaluation Criteria and Scoring

(2) Award Fee Conversion Chart

EXHIBIT

Exhibit E-1

Exhibit E-2

- b. Exhibit E-2 is a basis for translating performance scores to an award fee for arriving at a recommendation for the FDO's consideration regarding the amount of award fee earned. In no way do they impute arithmetical precision or 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. Award Fee Determination Process

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

- a. No later than thirty-five (35) calendar days after the end of the evaluation period, the Chairman of the PEB will present the draft evaluation findings to the Contractor. These findings will be based on information generated from the performance raters of each task.
- b. The Contractor will be given an opportunity to submit comments to the PEB within five (5) calendar days after the NETL evaluation findings are presented.
- c. The report of findings, inclusive of any Contractor comments as well as the PEB's recommendations, will be provided to the FDO within ten (10) calendar days after the Contractor has submitted comments.
- d. Ten (10) calendar days after receipt of the PEB's report, the FDO provides written notification to the Contractor, the PEB Chairman, and the Contracting Officer of the final fee determination.
- e. The Contractor prepares a separate (i.e. apart from regular monthly invoice) voucher(s) based on the FDO's fee notice and submits to the Government for payment.
- f. The Government processes the Contractor's invoice(s) and the fee is paid.

EXHIBIT E-1 TO PERFORMANCE EVALUATION PLAN**PERFORMANCE AREAS, EVALUATION CRITERIA, AND SCORING**

The performance areas to be evaluated are identified below. The general evaluation criteria for each area are as indicated. Criterion weights have been provided.

Performance Area Number	General Evaluation Criteria	Criterion Weight
1	Successful Execution of Task Performance Objectives Quality: 30% Schedule: 15% Cost Control: 10%	55%
2	Successful Execution of Necessary Conditions	25%
3	Management Performance (Director's Measures)	10%
4	ES&H Compliance	10%
	Total	100%

PERFORMANCE AREA NO. 1 - SUCCESSFUL EXECUTION OF TASK PERFORMANCE OBJECTIVES (Quality, Schedule, and Cost Control Factors)

Task performance will be assessed based on the following performance evaluation factors: *quality*, *schedule*, and *cost control*. Specific performance expectations and levels of performance associated with tasks and subtasks are outlined below for these three performance evaluation factors.

A weight will be generated for each performance expectation under a specific performance evaluation factor. Under a particular evaluation factor (e.g., quality), all weights distributed among the performance expectations will sum to 1.0 (or 100%).

Performance Evaluation Factor: QUALITY (30 percent of Available Fee)				
Task Area	Weight (Total: 1.0)	Performance Expectation	Levels of Performance	Score
4.1.1.1	0.1	Engineering designs and drafting records (e.g., drawings, records, building layouts) are accurate and current.	<p>Upon inspection, all engineering designs and drafting records are current and accurate.</p> <p>Upon inspection, over 95% of engineering designs and drafting records are current and accurate.</p> <p>Upon inspection, over 90% of engineering designs and drafting records are current and accurate.</p> <p>Upon inspection, over 85% of engineering designs and drafting records are current and accurate.</p> <p>Upon inspection, less than 85% of engineering designs and drafting records are current and accurate.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.1.2.1	0.15	Maintenance is performed as specified.	<p>Upon inspection, all maintenance is completed according to specifications and requirements.</p> <p>Upon inspection, over 95% of all maintenance is completed according to specifications and requirements.</p> <p>Upon inspection, over 90% of all maintenance is completed according to specifications and requirements.</p> <p>Upon inspection, over 85% of all maintenance is completed according to specifications and requirements.</p> <p>Upon inspection, less than 85% of all maintenance is completed according to specifications and requirements.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>

4.1.2.2	0.15	Database information contained in the CMMS is accurate and current.	<p>Upon inspection, all CMMS data are current and accurate.</p> <p>Upon inspection, over 95% of CMMS data are current and accurate.</p> <p>Upon inspection, over 90% of CMMS data are current and accurate.</p> <p>Upon inspection, over 85% of CMMS data are current and accurate.</p> <p>Upon inspection, less than 85% of CMMS data are current and accurate.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.1.2.2	0.1	Database information contained in CAIS and FIMS is accurate and current.	<p>Upon inspection, all CAIS and FIMS data are current and accurate.</p> <p>Upon inspection, over 95% of CAIS and FIMS data are current and accurate.</p> <p>Upon inspection, over 90% of CAIS and FIMS data are current and accurate.</p> <p>Upon inspection, over 85% of CAIS and FIMS data are current and accurate.</p> <p>Upon inspection, less than 85% of CAIS and FIMS data are current and accurate.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.1.3.1	0.05	Personal Property data is accurate. (i.e., properly assigned, location correct, etc.)	<p>Upon review of property records, all reviewed property is accurate.</p> <p>Upon review of property records, over 95% of reviewed property is accurate.</p> <p>Upon review of property records, over 90% of reviewed property is accurate.</p> <p>Upon review of property records, over 85% of reviewed property is accurate.</p> <p>Upon review of property records, less than 85% of reviewed property is accurate.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>

4.1.3.3	0.05	Green materials are always purchased for storeroom items (where available).	<p>Upon review of storeroom inventory records all materials are purchased green where available.</p> <p>Upon review of storeroom inventory records 99% of materials are purchased green where available.</p> <p>Upon review of storeroom inventory records 98% of materials are purchased green where available.</p> <p>Upon review of storeroom inventory records 97% of materials are purchased green where available.</p> <p>Upon review of storeroom inventory records less than 97% of materials are purchased green where available.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.2.1	0.05	Research Facility Engineering and Construction Support.	<p>Upon inspection, all engineering and construction support is completed according to task specifications and Quality Management System, NETL Order 414.1 (QMS) requirements.</p> <p>Upon inspection, over 95% of all engineering and construction support is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, over 90% of all engineering and construction support is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, over 85% of all engineering and construction support is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, less than 85% of all engineering and construction support is completed according to task specifications and QMS requirements.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.2.2	0.05	Research Facility Maintenance Support	<p>Upon inspection, all maintenance support is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, over 95% of all maintenance support is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, over 90% of all maintenance support is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, over 85% of all maintenance support is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, less than 85% of all maintenance support is completed according to task specifications and QMS requirements.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>

4.2.3	0.05	Fabrication and Assembly Support	<p>Upon inspection, all fabrication and assembly is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, over 95% of all fabrication and assembly is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, over 90% of all fabrication and assembly is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, over 85% of all fabrication and assembly is completed according to task specifications and QMS requirements.</p> <p>Upon inspection, less than 85% of all fabrication and assembly is completed according to task specifications and QMS requirements.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.2.4	0.05	Research Utilities and Services Support	<p>Upon inspection, all utilities and services support is provided according to task specifications and QMS requirements.</p> <p>Upon inspection, over 95% of all utilities and services support is provided according to task specifications and QMS requirements.</p> <p>Upon inspection, over 90% of all utilities and services support is provided according to task specifications and QMS requirements.</p> <p>Upon inspection, over 85% of all utilities and services support is provided according to task specifications and QMS requirements.</p> <p>Upon inspection, less than 85% of all utilities and services support is provided according to task specifications and QMS requirements.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>

4.2.5	0.05	QA/QC Support.	<p>Upon review, all QA/QC oversight support is provided as required by task specifications and QMS requirements.</p> <p>Upon review, over 95% of all QA/QC oversight support is provided as required by task specifications and QMS requirements.</p> <p>Upon review, over 90% of all QA/QC oversight support is provided as required by task specifications and QMS requirements.</p> <p>Upon review, over 85% of all QA/QC oversight support is provided as required by task specifications and QMS requirements.</p> <p>Upon review, less than 85% of all QA/QC oversight support is provided as required by task specifications and QMS requirements.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.3.2	0.025	The ENS is functional and available over 100% of its coverage area when it is needed and/or tested.	<p>Upon testing or use, the ENS is functional 100% of the time over 100% of its coverage area.</p> <p>Upon testing or use, the ENS is functional 100% of the time over 95% of its coverage area.</p> <p>Upon testing or use, the ENS is functional 100% of the time over 93% of its coverage area.</p> <p>Upon testing or use, the ENS is functional 100% of the time over 90% of its coverage area.</p> <p>Upon testing or use, the ENS is functional 100% of the time less than 90% of its coverage area.</p> <p>Note: Incremental deductions of one whole point will be made to the above score (lowest score possible is “zero”) for any testing or use that reveals the ENS is not functional.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>

4.3.1.1	0.05	The fire suppression system is functional and available over 100% of its coverage area when it is needed and/or tested.	<p>Upon testing or use, the fire suppression system is functional 100% of the time over 100% of its coverage area.</p> <p>Upon testing or use, the fire suppression system is functional 100% of the time over 95% of its coverage area.</p> <p>Upon testing or use, the fire suppression system is functional 100% of the time over 93% of its coverage area.</p> <p>Upon testing or use, the fire suppression system is functional 100% of the time over 90% of its coverage area.</p> <p>Upon testing or use, the fire suppression system is functional 100% of the time over 88% of its coverage area.</p> <p>Incremental deductions of one whole point to the above score will be made for any testing or use that reveals the fire suppression systems are not functional (lowest possible score is “zero”).</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.3.1.5	0.05	The fire alarm and gas alarm systems are available and functional over 100% of their coverage area when it is tested and/or needed.	<p>Upon testing or use, the fire alarm and gas alarm systems are functional 100% of the time over 100% of its coverage area.</p> <p>Upon testing or use, the fire alarm and gas alarm systems functional 100% of the time over 95% of its coverage area.</p> <p>Upon testing or use, the fire alarm and gas alarm systems are functional 100% of the time over 93% of its coverage area.</p> <p>Upon testing or use, the fire alarm and gas alarm systems are functional 100% of the time over 90% of its coverage area.</p> <p>Upon testing or use, the fire alarm and gas alarm systems are functional 100% of the time over 88% of its coverage area.</p> <p>Incremental deductions of one whole point to the above score will be made for any testing or use that reveals the fire alarms and gas alarms are not functional (lowest possible score is zero).</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>

4.3.1.4	0.025	The components of the fire protection system are maintained to prevent corrosion and its components are in good repair.	<p>Upon inspection, all fire protection system components are properly maintained and in good repair.</p> <p>Upon inspection, over 95% of fire protection system components are properly maintained and in good repair.</p> <p>Upon inspection, over 90% of fire protection system components are properly maintained and in good repair.</p> <p>Upon inspection, over 85% of fire protection system components are properly maintained and in good repair.</p> <p>Upon inspection, less than 85% of fire protection system components are properly maintained and in good repair.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
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Performance Evaluation Factor: SCHEDULE (15 percent of Available Fee)				
Task Area	Weight (Total: 1.0)	Performance Expectation	Levels of Performance	Score
4.1.2.1	0.50	Maintenance is performed as scheduled.	<p>Upon review, all maintenance is completed as scheduled.</p> <p>Upon review, over 95% of all maintenance is completed as scheduled.</p> <p>Upon review, over 90% of all maintenance is completed as scheduled.</p> <p>Upon review, over 85% of all maintenance is completed as scheduled.</p> <p>Upon review, less than 85% of all maintenance is completed as scheduled.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.1.3.1 4.1.3.2	0.10	Personal Property disposition is managed appropriately (i.e. property is disposed of within 180 days from date of receipt)	<p>Upon review of all property disposal records, excess all property has been disposed of within 180 days.</p> <p>Upon review of property disposal records, over 95% of excess property has been disposed of within 180 days.</p> <p>Upon review of property disposal records, over 90% of excess property has been disposed of within 180 days.</p> <p>Upon review of property disposal records, over 85% of excess property has been disposed of within 180 days.</p> <p>Upon review of property disposal records, less than 85% of excess property has been disposed of within 180 .</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
4.2.1 4.2.2 4.2.3 4.2.4 4.2.5	0.20	Research Facility Support is completed as scheduled.	<p>Upon review, all Research Facility Support is completed as scheduled.</p> <p>Upon review, over 95% of all Research Facility Support is completed as scheduled.</p> <p>Upon review, over 90% of all Research Facility Support is completed as scheduled.</p> <p>Upon review, over 85% of all Research Facility Support is completed as scheduled.</p> <p>Upon review, less than 85% of all Research Facility Support is completed as scheduled.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>

	0.10	Upon notification of a test, use or inspection failure, ES&H related equipment (ENS, gas and fire alarms; and equipment listed in 4.4.3) are returned to service or pass re-inspection on a schedule acceptable to DOE.	<p>All ES&H related equipment is returned to service or passes reinspection after a failure 100% of time on a schedule approved by DOE.</p> <p>All ES&H related equipment is returned to service or passes reinspection after a failure 97% of time on a schedule approved by DOE.</p> <p>All ES&H related equipment is returned to service or passes reinspection after a failure 95% of time on a schedule approved by DOE.</p> <p>All ES&H related equipment is returned to service or passes reinspection after a failure 90% of time on a schedule approved by DOE.</p> <p>All ES&H related equipment is returned to service or passes reinspection after a failure 85% of time on a schedule approved by DOE.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>
	0.10	ES&H facility systems (including fire protection/suppression systems and ENS) management and control	<p>All modifications are reviewed and approved prior to implementation AND system documentation is accurately maintained and updated within 5-days of modification.</p> <p>All modifications are reviewed and approved prior to implementation AND system documentation is accurately maintained and updated within 10-days of modification.</p> <p>(Any system modification is not approved prior to implementation AND the modification has no negative impact on system availability or performance) OR system documentation is not accurately maintained and updated within 10-days of modification.</p> <p>Any modification is not approved prior to implementation</p> <p>Any modification is not approved prior to implementation AND the modification has a negative impact on system availability or performance</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>

Performance Evaluation Factor: COST CONTROL (10 percent of Available Fee)				
Task Area	Weight (Total: 1.0)	Performance Expectation	Levels of Performance	Score
All Tasks (evaluation will be made on a contract level)	1.0	Actual costs are approximately equal to planned costs	Actual costs less than +2% higher than planned costs or lower than planned costs	4
			Actual costs 2-4% higher than planned costs	3
			Actual costs 4-8% higher than planned costs	2
			Actual costs 8-12% higher than planned costs	1
			Actual costs >12% higher than planned costs	0

Generation of Performance Score for Execution of Performance Objectives

- Scores (0 through 4) will be assigned to each performance expectation under each performance evaluation factor (e.g., quality).
- These scores will be multiplied by the weighted factor provided in the above chart.
- For each performance evaluation factor (e.g., quality), these weighted scores will be summed.
- The summed, weighted scores for each performance evaluation area will then be adjusted (multiplied) by the percentage of fee associated with each performance evaluation factor (i.e., 30% for quality, 15% for timeliness, 10% for cost control).
- These adjusted, summed, weighted scores (for the three performance evaluation areas) will then be totaled to generate the performance score associated with Performance Area No.1 (Successful Execution of Task Performance Objectives):

$$\text{Final Task Performance Score} = \text{Score (Quality)} + \text{Score (Schedule)} + \text{Score (Cost Control)}.$$

This Final Task Performance Score will be used for input into the final performance number for determining fee.

PERFORMANCE AREA NO. 2 - SUCCESSFUL EXECUTION OF NECESSARY CONDITIONS (25% of available fee)

The Contractor shall be evaluated on the successful execution of the necessary conditions outlined in the Statement of Work. Completeness of execution will be primary factor evaluated. This criterion will be scored from 0 to 4 as outlined below.

<u>Factor</u>	<u>Expectations</u>	<u>Level of Performance</u>	<u>Performance Score</u>
Execution of necessary conditions	100% of necessary conditions will be successfully executed.	100%	4
		95%	3
		90%	2
		85%	1
		<85%	0

*There will be linear extrapolation between the level of performance and the performance score. For instance, a level of performance of 97.5% would translate to a performance score of 3.5.

Generation of Performance Score for Execution of Necessary Conditions

- A performance score from 0 to 4 is generated which represents performance related to executing necessary conditions.
- This performance score is then multiplied by 0.25 for input into the final performance number for determining fee.

PERFORMANCE AREA NO. 3 - MANAGEMENT PERFORMANCE (DIRECTOR'S MEASURES) (10% of available fee)

The quality of Contractor management shall be evaluated based on the following factors:

- a. Problem Resolution - The demonstrated ability of the Contractor to:
 - (1) identify potential problems in a timely manner; and
 - (2) to promptly remedy, correct, or eliminate undesirable conditions that arise during service area performance.
- b. Coordination - The demonstrated ability of the Contractor to effectively coordinate on-site and off-site support of the Contractor, its principal subcontractors, and its vendors or lower tier subcontractors to accomplish all assigned objectives as authorized.
- c. Value Engineering and 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.
- d. Financial Reporting - The demonstrated ability to provide accurate and timely cost data, contractual reports, invoices, plans, and proposals per the contract's terms and conditions.
- e. Contract Notifications - The demonstrated ability of the Contractor to comply with the contract's term and conditions affecting contract cost (e.g., issuance of limitation of cost letters on a task and subtask basis, etc.).
- f. Cost Effectiveness - The demonstrated ability of the Contractor to develop and implement practices and processes resulting in cost efficiencies.
- g. Manpower Management - The demonstrated ability of the Contractor to manage direct labor and other direct cost as identified in the task's or subtask's authorized plan.
- h. Environment, Safety, and Health (ES&H) - The Contractor's demonstrated compliance to contractually identified Federal, state, and local ES&H requirements.
- i. Integrated Safety Management (ISM) - The demonstrated ability of the Contractor to:
 - (1) Apply ISM's seven principles and five functions in the planning, budgeting, execution, and improvement of its management and work activities.
 - (2) Implement the requirements in their ISM plan.
 - (3) Implement the requirements of NETL's environmental management system (EMS).

The Contractor shall be evaluated on the ability to provide objective evidence indicating the demonstration of the management quality factors listed above. The breadth and depth of demonstration will be primary factor evaluated. This criterion will be scored from 0 to 4 as outlined below.

<u>Factor</u>	<u>Expectations</u>	<u>Level of Performance</u>	<u>Performance Score*</u>
Quality Management	100% demonstration (through objective evidence) of quality management factors	100% demonstration of quality management factors	4
		Widespread demonstration (e.g., high majority of factors objectively demonstrated) of quality management factors	3
		Good demonstration (e.g., majority of factors objectively demonstrated) of quality management factors	2
		Fair demonstration (e.g., some of the factors objectively demonstrated) of quality management factors	1
		Inconsistent and/or lacking demonstration of quality management factors	0

* Scores can be issued between performance scores (e.g., 3.5) based on the breadth and depth of objective evidence provided.

Generation of Performance Score for Management Quality (Director's Metrics)

- A performance score from 0 to 4 is generated which represents performance related to management quality.
- This performance score is then multiplied by 0.10 for input into the final performance number for determining fee.

PERFORMANCE AREA NO. 4 - ES&H COMPLIANCE (10% of available fee)

<u>Factor</u>	<u>Expectations</u>	<u>Level of Performance</u>	<u>Performance Score*</u>
ES&H Compliance	The DOE will assess the achievement of all of the ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are achieved <u>and</u> continuous improvement initiatives are achieved.	All of the applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are achieved <u>and</u> continuous improvement initiatives are achieved.	4
		The vast majority of the applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are achieved.	3
		Most of the applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are achieved.	2
		Some of the applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are achieved.	1

<u>Factor</u>	<u>Expectations</u>	<u>Level of Performance</u>	<u>Performance Score*</u>
		Few of the applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are achieved.	0

Generation of Performance Score for ES&H Compliance

- A performance score from 0 to 4 is generated which represents performance related to ES&H Compliance.
- This performance score is then multiplied by 0.10 for input into the final performance number for determining fee.

FINAL PERFORMANCE NUMBER

The final performance number is equal to:

Performance Score (Task) + Performance Score (Necessary Conditions) + Performance Score (Director's Measures) + Performance Score (ES&H Compliance).

EXHIBIT E-2 TO AWARD FEE DETERMINATION PLAN**AWARD FEE CONVERSION CHART**

The following chart device is for use in converting weighted performance points into percentages of available award fee.

OVERALL PERFORMANCE NUMBER	PERCENT OF AVAILABLE AWARD FEE
4.0	100.0
3.9	98.0
3.8	96.0
3.7	94.0
3.6	92.0
3.5	88.0
3.4	84.0
3.3	80.0
3.2	76.0
3.1	72.0
3.0	68.0
2.9	64.0
2.8	60.0
2.7	56.0
2.6	52.0
2.5	48.0
2.4	44.0
2.3	40.0
2.2	36.0
2.1	32.0
2.0	28.0
1.9	24.0
1.8	20.0
1.7	18.0
1.6	16.0
1.5	14.0
1.4	12.0
1.3	10.0
1.2	8.0
1.1	6.0
1.0	5.0
0.9	4.0
0.8	3.0
0.7	2.0
0.6	1.0
0.5 and below	0.0

J.5 ATTACHMENT D – GOVERNMENT-FURNISHED PROPERTY

The “Government Furnished Property List” will be managed in accordance with the Section H.4, clause entitled, “Government Property and Data.”

J.6 ATTACHMENT E – FOCUSED STANDARDS LIST

The Contractor shall adhere to all pertinent NETL Focused Standards as indicated in the Focused Standards List. This Focused Standards List has been primarily derived from selected Standard References contained in NETL issued directives. This list is the totality of ES&H standards and requirements that (through analysis of specific operations) apply to NETL's operations. It should not be construed that all of the standards on the list would be applicable to operations required under this solicitation.

The Focused Standards List can be viewed from the Intranet at <http://intranet/project/ESHINFO/standard/focused.pdf>.

J7 ATTACHMENT F – DEPARTMENT OF LABOR WAGE DETERMINATION

In accordance with Section H, clause Minimum Wage Determination and Fringe Benefits, the following U.S. Department of Labor Wage Determinations (WD) and Collective Bargaining Agreements (CBA's) apply and are provided in a separate file attachment entitled "**41818-WD-CBA.PDF**"

<u>ITEM</u>	<u>DESCRIPTION</u>
1.	WD 1994-2452 (Revision 16) dated 06/11/04
2.	WD 1994-2573 (Revision 22) dated 05/27/04
3.	WD 1999-0575 (Revision 2) dated 09/04/03
3a.	CBA between Parsons Federal Services, Inc. and United Mine Workers of America Local 1914 (Pittsburgh site) effective January 1, 2003 through December 31, 2005
3b.	CBA between Parsons Federal Services, Inc. and United Mine Workers of America Local 717 (Morgantown site) effective January 1, 2003 through December 31, 2005
4.	WD 1999-0577 (Revision 3) dated 09/04/03
4a.	CBA between EG&G Services and the United Mine Workers of America effective January 1, 2003 through February 28, 2006
4b.	CBA between EG&G Technical Services and the United Mine Workers of America Clerical effective February 1, 2001 through January 31, 2004
5.	WD 1999-0619 (Revision 2) dated 10/01/03
5a.	CBA between EG&G Services and the International Union of Operating Engineers effective July 1, 2003

J.8 ATTACHMENT G – COST MANAGEMENT REPORT (CMR)

An Adobe Acrobat (.pdf) file is incorporated in this contract as the format required for the CMR and is attached as a separate .pdf file entitled “**41818-CMR.pdf**”.

J.9 ATTACHMENT H – STAFFING REPORT SUMMARY

An Adobe Acrobat (.pdf) file is incorporated in this contract as the format required for the Staffing Report and is attached as a separate .pdf file entitled “**41818-STAFFING.pdf**”.

J.10 ATTACHMENT I – INVOICE DETAIL REPORT

An Adobe Acrobat (.pdf) file is incorporated in this contract as the format required for the Invoice Detail Report and is attached as a separate .pdf file entitled “**41818-INVOICE.pdf**”.

J.11 ATTACHMENT J – CONTRACT ORGANIZATION CHART EXAMPLE

An Adobe Acrobat (.pdf) file is incorporated in this contract as the format required for the Contract Organization Chart and is attached as a separate PowerPoint (.ppt) file entitled **“41818-Org-Chart.ppt”**.

J.12 ATTACHMENT K – POSITION DESCRIPTIONS

The Position Descriptions of the Key Personnel identified in H.10 Key Personnel are hereby incorporated as Attachment K and are attached as a separate .pdf file entitled 41818-PD.pdf.