AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 | 76

2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
DE-FE0004002	11/16/2009	08NT007046

5. ISSUED BY CODE 02605	6. ADMINISTERED BY (If other than Item 5) CODE 02605
NETL - Morgantown U.S. Department of Energy NETL 3610 Collins Ferry Road P.O. Box 880 Morgantown WV 26505	NETL - Morgantown U.S. Department of Energy NETL 3610 Collins Ferry Road P.O. Box 880 Morgantown WV 26507-0880

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)	8. DELIVERY	9. DISCOUNT FOR PROMPT PAYMENT
LEONARDO TECHNOLOGIES, INC. [redacted] P.O. BOX 178 BANNOCK OH 439720178	☐ FOB ORIGIN ☒ OTHER (See below)	NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM See Schedule
CODE [redacted] FACILITY CODE		

11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE 00509
Multiple Destinations	OR for NETL (Morgantown) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4787 Oak Ridge TN 37831

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	14. ACCOUNTING AND APPROPRIATION DATA
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )	See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				
	15G. TOTAL AMOUNT OF CONTRACT				$95,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (*Contractor is required to sign this document and return* _____ *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. ☒ AWARD (*Contractor is not required to si*
Solicitation Number [redacted]
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 condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER
	Raymond R. Jarr

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY Signature on File (Signature of the Contracting Officer)	08/12/2009

NSN 7540-01-152-8069
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 26 (Rev. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

LEONARDO TECHNOLOGIES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: [redacted] Subj to Retent: NO FOB: Destination Period of Performance: 11/16/2009 to 11/15/2014				
	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, "Ordering Procedures." BASE PERIOD (CLIN 00001 AND 00002)				
00001	Services entitled "Program and Performance Management (PPM) Services for the National Energy Technology Laboratory (NETL)" in accordance with Part III, Section J, Attachment A-2, "Statement of Work / Performance Work Statement." Line item value is:$53,677,000.00 Incrementally Funded Amount: $0.00 Accounting Info: Fund: 00150 Appr Year: 2009 Allottee: 31 Report Entity: 220800 Object Class: 25103 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00				$53,677,000.00
00002	Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements." (Not Separately Priced) Accounting Info: Funded: $0.00		LO	NSP	NSP

Continued ...

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-FE0004002	PAGE 3 OF 76

NAME OF OFFEROR OR CONTRACTOR

LEONARDO TECHNOLOGIES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	OPTION PERIOD (CLIN 00003 AND 00004)				
00003	Services entitled "Program and Performance Management (PPM) Services for the National Energy Technology Laboratory (NETL)" in accordance with Part III, Section J, Attachment A-2, "Statement of Work / Performance Work Statement." Amount: $38,000,000.00(Option Line Item) Line item value is:$38,000,000.00 Accounting Info: Funded: $0.00				38,000,000.00
00004	Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements." Amount: $0.00(Option Line Item) (Not Separately Priced) Accounting Info: Funded: $0.00 NOTE: Only proposals offering the full range of services in the Statement of Work and all items may be considered for award.		LO	NSP	0.00
	ISSUED TASK ORDERS				
30002	TSK0004002.300.02 Technology Program Support Obligated Amount: $3,000,000.00 Accounting Info: Fund: 00150 Appr Year: 2009 Allottee: 31 Report Entity: 220300 Object Class: 25100 Program: 1610884 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $150,000.00 Accounting Info: Fund: 00150 Appr Year: 2009 Allottee: 31 Report Entity: 220300 Object Class: 25100 Program: 1610238 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $300,000.00 Continued ...				3,000,000.00

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NAME OF OFFEROR OR CONTRACTOR

LEONARDO TECHNOLOGIES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: Fund: 00150 Appr Year: 2009 Allottee: 31 Report Entity: 220300 Object Class: 25100 Program: 1610251 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $1,500,000.00 Accounting Info: Fund: 00150 Appr Year: 2009 Allottee: 31 Report Entity: 220300 Object Class: 25100 Program: 1610241 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $300,000.00 Accounting Info: Fund: 00150 Appr Year: 2009 Allottee: 31 Report Entity: 220300 Object Class: 25100 Program: 1610248 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $750,000.00				
50001	TSK0004002.500.01 Project Management Center Support Task Obligated Amount: $50,000.00 Accounting Info: Fund: 05450 Appr Year: 2009 Allottee: 31 Report Entity: 220500 Object Class: 25100 Program: 1005098 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $50,000.00				50,000.00
53001	TSK0004002.530.01 Office of Electric Transmission and Distribution Energy Infrastructure Obligated Amount: $273,000.00 Accounting Info: Fund: 00550 Appr Year: 2006 Allottee: 31 Report Entity: 220530 Object Class: 25100 Program: 3123662 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $90,000.00 Accounting Info: Fund: 00550 Appr Year: 2005 Allottee: 31 Report Entity: 220530 Object Class: 25100 Program: 3123637 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $151,199.00 Accounting Info: Fund: 00550 Appr Year: 2005 Allottee: 31 Report Continued ...				273,000.00

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NAME OF OFFEROR OR CONTRACTOR

LEONARDO TECHNOLOGIES, INC.

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	Entity: 220530 Object Class: 25100 Program: 3123664 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $31,801.00				

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J.1 LIST OF ATTACHMENTS 76

PART I, SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TOTAL ESTIMATED COST/MAXIMUM AVAILABLE PERFORMANCE FEE POOL

(a) The total estimated costs are as follows:

Base Period (36-months) $[redacted]
Option Period (24-months) $[redacted]

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

Base Period (36-months) $[redacted] *[1]
Option Period (24-months) $[redacted] *[1]

*Under Cost Plus Award Fee (CPAF) task orders, all fee shall be at risk; there shall be no base fee.
[1]Each individual task order will establish the maximum fee pool available for each task per evaluation period. The total aggregate fee pool for all task orders issued shall not exceed the maximum pool established in this clause.

B.2 GUARANTEED MINIMUM / CEILING PRICE OF CONTRACT

The minimum amount of orders for services under this contract(s) will be **$1,000,000 per year**. The ceiling price of this contract(s), inclusive of Fixed and Award Fee is **$95,000,000**. All orders including Cost-Plus-Award-Fee (CPAF), Cost-Plus-Fixed-Fee (CPFF), and Firm-Fixed-Price (FFP) count against this ceiling.

B.3 ESTIMATED LEVEL OF EFFORT

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

PERIOD	DPLH
Base Period (36-months) **Option Period (24-months)**	[redacted]

Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences. The DPLH indicated above are provided for estimating purposes and are based on 1,920 man-hours per year. Changes in programmatic requirements may cause a substantial increase or decrease in the number of DPLH. The Contractor shall be required to provide all DPLH which may be needed to complete the Task Orders issued during the term of the contract. However, the Contractor shall not proceed beyond the estimated DPLH unless authorized to do so in a contract modification issued by the Contracting Officer.

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

B.4 TYPES OF TASK ORDERS

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

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

Task Orders may be issued to require the Contractor to complete a specific task (or tasks) for cost plus an award fee. The maximum award fee 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. Maximum available award fee for all cost plus award fee tasks issued shall not exceed the maximum available award fee listed in Part I, Section B, "Total Estimated Cost/Maximum Available Performance Fee Pool." It is expected that the majority of tasks issued shall be of a cost plus award fee type and subject to the clauses identified in this contract.

(b) 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. This contract includes specific clauses that pertain only to cost plus fixed fee task orders.

(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. This contract includes specific clauses that pertain only to fixed price task orders.

B.5 DISTRIBUTION OF PERFORMANCE AWARD FEE

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

FEE PERIOD	EVALUATION BEGINNING DATE	EVALUATION ENDING DATE	PLANNED VALUE	AVAILABLE AWARD FEE	FEE EARNED
1	11/16/2009	04/30/2010	*	*	**
2	05/01/2010	10/31/2010	*	*	**
3	11/01/2010	04/30/2011	*	*	**
4	05/01/2011	10/31/2011	*	*	**
5	11/01/2011 –	04/30/2012	*	*	**
6	05/01/2012	10/31/2012	*	*	**

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

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

In the event the Government exercises an option period, the additional Fee Periods will be added to the table above. 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.

B.6 LIMITATION OF FUNDS -- COST PLUS AWARD FEE

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 and award fee to be incurred from the effective date of this contract through the period estimated to end **December 31, 2009.**

B.7 ANNUAL INDIRECT RATE SUBMISSIONS

(a) Introduction

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

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

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

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

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

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

(b) Requirements whether or not DOE is the CFA

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

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

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

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

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

(c) Requirements when DOE is the CFA

(1) No later than six (6) months 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 six (6) months 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, factors, and Facilities Capital Cost of Money Rates.

PART I, SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

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. Additional program and project level reports and deliverables may also be included in the Contractor's Annual Work Plan as approved by the Contracting Officer.

PART I, SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

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

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.

PART I, SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

(2) Terminate the contract for default.

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

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

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

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

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

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to 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.

PART I, SECTION F - DELIVERIES OR PERFORMANCE

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

BASE CONTRACT

The work to be performed under the Base Contract (Reference Part I, Section, B) shall commence on **November 16, 2009** and shall continue through **November 15, 2012.**

OPTION PERIOD

If Option Period is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for the period **November 16, 2012** through **November 15, 2014.**

F.2 PRINCIPAL PLACE OF PERFORMANCE - NETL

The principal places of performance under this contract shall be at the National Energy Technology Laboratory, research facilities in Morgantown, WV; Pittsburgh, PA; Houston, TX and Fairbanks, AK. NETL may also require services at other locations, therefore the Contractor may be required to travel between, and provide services to various other locations in the United States.

THE FOLLOWING CLAUSE F.3 PERTAINS ONLY TO FIXED-PRICE TASK ORDERS ISSUED AGAINST THIS CONTRACT.

F.3 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.

THE FOLLOWING CLAUSE F.4 PERTAINS ONLY TO COST-REIMBURSABLE TASK ORDERS ISSUED AGAINST THIS CONTRACT.

F.4 52.242-15 STOP-WORK ORDER. (AUG 1989) – ALTERNATE 1 (APR 1984)

(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 Termination 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, 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 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.

PART I, SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

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 and the duly designated DOE Contracting Officer's Representative.

(d) Correspondence on Patent or Technical Data Issues

Subject inventions shall be reported to the Office of Intellectual Property Law, U.S. Department of Energy, Chicago Operations Office, 9800 South Cass Avenue, Building 201, Argonne, IL 60439.

All other correspondence concerning patent or technical data issues shall be addressed to the NETL Patent Attorney, the DOE Contract Specialist, and the Contracting Officer's Representative.

(e) 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.

(f) Subject Line(s)

All correspondence shall contain a subject line commencing with the contract number, *i.e.*, **DE-FE0004002**, and identifying the specific contract action requested.

G.2 SUBMISSION OF VOUCHERS/INVOICES

(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.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) Statement of Cost

The SF 1034 shall be completed so as to make due allowances for the Contractor's cost accounting system. The costs claimed shall be only those recorded costs (including cost sharing) which are authorized for billing by the payment provisions of this contract. If this is a cost-plus-fixed-fee contract, the amount claimed for the fixed fee should be based on a percentage of completion of the work. If this is a cost sharing contract, the "Government Share" must agree with the amount billed on the SF 1034. Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included in the invoice and adequately supported. Indirect rates claimed shall be billed in accordance with the "Allowable Cost and Payment Clause." The Certification (block 11) must be signed by a responsible official of the Contractor.

(c) Supporting Documentation

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.*, 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.

The invoice, cost management report, invoice detail report, and staffing report summary are to be prepared and submitted at the same time so that all include the same information and are supportive of each other.

The Contractor shall include a cumulative roll up of the cost-incurred-to-date which shall include separate lines for costs incurred, fixed priced task, fixed fee, award fee, and DPLH as indicated below:

	Current Period	Cumulative Amount
Cost Incurred (cost task orders)	XXXX	XXXX
Fixed Price (FFP task orders)	XXXX	XXXX
Fixed Fee	XXXX	XXXX
Award Fee	XXXX	XXXX
DPLH	XXXX	XXXX

(d) Submission of Voucher

Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, you must enroll at https://finweb.oro.doe.gov/vipers.htm. Detailed instructions on how to enroll are provided on the web site.

(e) 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.

(f) Payment Method

In accordance with the clause entitled "Payment by Electronic Funds Transfer - Central Contractor Registration", payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as "Vendor Express."

(g) 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.

(h) 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: https://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 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS

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

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

G.4 PAYMENT OF PERFORMANCE AWARD FEE

The Government will promptly make payment of any award fee earned upon submission by the Contractor to the Contracting Officer, of a separate 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 prepares a separate invoice (*i.e.*, apart from regular monthly invoice) based on the FDO's fee notice and submits to the Government for payment.

THE FOLLOWING CLAUSE G.5 PERTAINS ONLY TO COST PLUS FIXED FEE TASK ORDERS ISSUED AGAINST THIS CONTRACT.

G.5 PAYMENT OF FIXED FEE (LEVEL-OF-EFFORT TASK ORDERS)

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

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").

PART I, SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TECHNICAL DIRECTION

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE 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 DOE 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 DOE COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the DOE 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 DOE 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 ".

H.2 MODIFICATION AUTHORITY

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.3 GOVERNMENT PROPERTY AND DATA

(a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items.

(b) Acquisition Authorization Requirements

(1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract replacement items for those items on the "Government-Furnished Property List" and only as directed by the Contracting Officer or their designee.

(2) The Contractor shall be required to ensure that Contractor Acquired Property is entered into the Property Administration Management System (PAMS) and indicates the Purchase Order number utilized to acquire the property. The Contractor shall also enter into PAMS any changes to the Government-Furnished Property.

(3) 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.

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

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

(3) 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.4 USE OF GOVERNMENT-OWNED FACILITIES

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.

NETL currently has office spaces for 18 FTEs at the Pittsburgh, Pennsylvania site, 8 FTEs at the Morgantown, West Virginia site, 1 FTE at the Fairbanks, Alaska site, and 1 FTE at the Houston, Texas site that are available for use by on-site Contractor personnel; the amount of office space available is subject to change based on current availability. 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.5 MOVEMENT OF GOVERNMENT PROPERTY OFF-SITE -- NETL

No Government-owned property, equipment, or materials will be removed from the National Energy Technology Laboratory facilities without the completion of NETL Form 580.1-6, Property Pass and the prior written permission from the Contracting Officer or his/her designee and NETL's property administrator, excluding Government vehicles assigned to the contractor.

H.6 WORK BREAKDOWN STRUCTURE

The Contractor's Work Breakdown Structure (WBS) shall require the written approval of the DOE Contracting Officer's Representative (COR) prior to submission of the first invoice. The WBS submitted by the Contractor shall be in sufficient detail to track all incurred cost and labor hours to their lowest elements. For example, at a minimum, the WBS Structure must be capable of breaking down labor cost, travel, materials, supplies, equipment, subcontracts, consultants, and other costs.

A. WBS Structure Use – The Contractor shall use the WBS structure approved by the DOE COR as the basis for all contractual reporting, invoicing, and accounting;
B. Changes in WBS – On an annual basis the Contractor shall review their WBS Structure to ensure continued compliance with the work required. If a change is determined to be necessary, the Contractor shall submit a revised WBS for review and approval;
C. Subcontract WBS – The Contractor shall include the requirements of this clause in all cost-reimbursement subcontracts it issues when:

(1). The value of the subcontract is greater than $250,000, unless specifically waived by the Contracting Officer; or
(2) The Contracting Officer determines that the subcontractor effort is, or involves, a critical area related to the contract.

D. The following is provided as a generic example of a WBS that reports to four levels, because it is deemed necessary to properly identify and track costs at this level. No specific number of levels is mandated as long as effective cost accounting is achieved

WBS Level 1: Contract Level Reporting

WBS Level 2: Task Level Reporting

WBS Level 3: Subtask Level Reporting, (if needed)

WBS Level 4: Activity Level Reporting, (if needed)

Common practice is to adopt a consistent numbering and identification scheme to ensure effective accounting of work elements, *e.g.* WBS Element 1.2.3: Title (identifying this work element).

H.7 KEY PERSONNEL/PROGRAM MANAGER

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

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

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

NAME	TITLE
[redacted]	**Program Manager (PM)** **Business Manager / Deputy PM**

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, if acceptable, will be approved in writing at the sole discretion of the Contracting Officer.

Retention of key personnel is important to the overall efficiency and continuity of execution of the contract. The contractor shall not divert more than one (1) of the identified key personnel, as described above, during the same performance evaluation period (every six months). This means that, given the positions identified above as key personnel (including the program manager), no more than one (1) of this group may be reassigned away from this contract during any given performance period. In addition, no changes to the key personnel will be allowed within the first 180 days of the contract performance period and replacements to key personnel shall be made within 90 days of the notice provided in Part II, Section I, "Key Personnel (APR 1994)." Exceptions will be made with the written consent of the Contracting Officer for documented performance issues with key personnel and for circumstances beyond the control of the contractor (*e.g.* death, illness, etc.). See Part I, Section H, "Award Fee Deduction Based on Failure to Fulfill Commitment Indicated by Team Member or That of Key Personnel/Essential Personnel" for possible deduction to changes to key personnel.

H.8 AWARD FEE DEDUCTION BASED ON FAILURE TO FULFILL COMMITMENT INDICATED BY TEAM MEMBER OR THAT OF KEY PERSONNEL/ESSENTIAL PERSONNEL

In the event that a team member, key personnel or essential personnel fails to honor their commitment for the time period indicated in their commitment letter contained in the contractor's proposal, then the total award fee earned

during the affected fee period(s) may be reduced by10% at the discretion of the Fee Determining Official, for each position and team member where the commitment was not honored. This deduction will be taken in addition to any other reduction noted for the performance of the Contractor during the affected rating period.

H.9 ORDERING PROCEDURES

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.

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 only identify specific property unique to performing the work under that particular Task Order and will not reiterate property associated with facilities/office functions or property utilized on multiple Task Orders. Those will be reported and monitored at the contract level.)

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. NETL utilizes an electronic site support task management system for the issuance of task orders and task order requests. The Contractor shall provide individuals designated to be users of the electronic system for the submission of task management plans.

The Contractor shall submit within ten (10) calendar days, after receipt of each Request for Task Order issued by the Contracting Officer, a Contractor Task Management Plan. The Task Management Plan includes a narrative task approach for accomplishing the task and the Contractor's overall cost estimate for the completion of the Task Order.

The Task Management Plan shall include:

a. Technical Approach
The technical approach provides an overall summary of the important aspects of the effort and the methodology, resources and QA/QC process that will be deployed to accomplish the work outlined in the task;

b. Cost Plan
The task cost plan shall propose cost against a work breakdown structure. This cost plan shall include the following detail to demonstrate all estimated costs at the lowest level of work breakdown structure have been identified:

i. Date of commencement of work, and any necessary revision to the schedule of performance.
ii. Estimated costs, including Directive Productive Labor Hours (DPLH) by labor category on a monthly basis, including overtime (if authorized), and total summary costs and DPLH;
iii. Travel, training, equipment, supplies, and materials estimate;
iv. Estimated subcontractors and consultants costs, including DPLH. (Subcontractor and consultant costs need to be provided at same level of detail as the prime)
v. Other pertinent information (*e.g.*, indirect costs, inter-divisional transfers);
vi. Estimated computer time and cost, if applicable;

vii. 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 shall provide a total firm fixed price.

c. Milestone schedule;
d. Any known impacts to other previously authorized work;
e. Performance metrics or success criteria – mutually developed between the DOE Task COR and the Contractor Task Manager subject to the approval of the Contracting Officer.

The Contractor's Task Management Plan is subject to the review and approval of the DOE Contracting Officer or designee. After a Task Order is issued, if the Contractor becomes aware that the estimated cost or DPLH differs from the Contractor's Task Management Plan by more than 10% (more than + or - 10% variance) during an award fee period then the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Management Plan with explanatory notes. No authorization from the Contracting Officer will be provided for the subsequent Annual Plans if the necessary adjustments have not been made to the existing plan.

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.

NOTE: NETL utilizes an electronic site support task management (SSTM) system for the issuance of request for task proposals and the issuance of task orders. The Contractor shall provide individuals designated to be users of the SSTM system for the submission of task management plans.

H.10 RESERVED

H.11 INCORPORATION OF CONTRACTOR'S PROPOSAL_

The contractor's proposal in its entirety is incorporated by reference. In the event of any conflict between the other terms and conditions of the contract and those presented in the contractor's proposal, the contract shall prevail.

(a) As part of its proposal, the Contractor offered certain resources at no cost to the Government to support mission specific activities of significant benefit to NETL. The following list of commitments have been proposed by the Contractor and accepted by the Government:

- [redacted]

(b) The Contractor shall provide to the Contracting Officer an annual report of accomplishments against the commitments specified above at the end of each Government fiscal year. The Contractor agrees that such reports may be made available to the public. The Contractor shall make available to DOE data that will validate the accomplishments of these commitments. A final report documenting and certifying the total commitments provided by the Contractor to NETL shall be submitted to NETL 30 days prior to the end of the contract period. The annual reports and final report shall constitute deliverables under this contract.

(c) The costs associated with the Contractor's efforts in achieving its commitment under this clause are not allowable as direct or indirect charges against this contract or any other Government contract or agreement.

(d) In the event it is determined by NETL, that the Contractor failed to achieve its commitment on an annual basis, NETL shall notify the Contractor in writing and the Fee Determination Official may elect to reduce the fee earned for that particular year. If the Government must acquire a contractor committed resource at its own expense, the Contractor shall also be liable to the Government for the cost of the resource plus the Government's cost of acquiring the resource

H.12 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS AND/OR CONSULTANTS

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 subcontracts, which were evaluated during proposal evaluations:

SUBCONTRACTOR NAME	SUBCONTRACTOR NAME
[redacted]	[redacted]

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.13 SUBCONTRACTOR FACILITIES CAPITAL COST OF MONEY

(a) To the extent a subcontractor proposes to recover as an element of proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime Contractor, the FCCOM cost principle (FAR 31.205-10) shall apply to subcontracts and new scope modifications issued thereto which are fee bearing cost reimbursement type or negotiated fixed price type.

(b) To the extent a subcontractor is eligible to recover yet does not propose as an element or proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime Contractor, the higher tier subcontractor or the prime Contractor shall insert the following provision in any such subcontract or new scope modification issued thereto:

Waiver of Facilities Capital Cost of Money (FAR 52.215-17, 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.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph (c) altered as necessary for

proper identification of the parties, in any subcontract placed hereunder which is a fee bearing cost reimbursement or negotiated fixed price type.

H.14 INDIRECT COSTS

Pending establishment of final indirect cost rates for any period, billing and reimbursement of indirect costs shall be made on the basis of provisional rates recommended by the cognizant Government auditor. When a rate change occurs, and after it has been audited and approved by the cognizant Government auditor, the Contractor shall inform the Contracting Officer by letter of the indirect rate change. This notification shall include a copy of the cognizant auditor's approval and the cost impact of the rate change on the program.

H.15 LIMITATION OF INDIRECT COST

Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any site specific on-site and G&A indirect costs in excess of the indirect expense dollars derived for each of the Contractor's fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. The indirect cost ceiling rates are based on a **percentage of growth for individual or groups of cost elements.** All indirect costs in excess of said limit(s) shall be borne by the Contractor.

Percentage of Growth for Individual or Group of Cost Elements

		Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year (1)		
Indirect Cost	**Cost Element**	**FY 2010**	**FY 2011**	**FY 2012**
NETL Site Specific On-Site Overhead	**Contract Specific Management Rate**	[redacted]	[redacted]	[redacted]
G&A	G&A	[redacted]	[redacted]	[redacted]

(1) For Contractor's FY beginning January 1st and ending December 31st.

The indirect cost limitations set forth above include provisions for all known increases that will take place during the term of this contract resulting from statute, court decisions and/or written ruling or regulation by the Internal Revenue Service (IRS) or any other taxing authority. However, in the event that during the term of this contract, any other statute, court decision and/or written ruling or regulation affects the Contractor's indirect costs, the indirect cost limitations will be adjusted to the extent the Contracting Officer determines the increase or decrease, if any, said statute, court decision and/or ruling or regulation impacts the Contractor's indirect costs.

This clause shall be flowed down to all subcontracts issued under a cost reimbursement basis.

H.16 PERFORMANCE EVALUATION PLAN (PEP)

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

H.17 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 Clause entitled "Performance Evaluation Plan" set forth in Part I Section H. 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.

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

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

(b) CALCULATION OF AVAILABLE AWARD FEE

The maximum available fee pool will be established for this contract and is set forth in Part I, Section B, "Total Estimated Cost/Maximum Available Performance Fee Pool." The pool is expressed as a discrete dollar amount, not as a percentage of the plan.

(c) REVIEW AND ADJUSTMENT OF AVAILABLE AWARD FEE

A meeting with the DOE COR, Contracting Officer, 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 basis, any significant variances between planned DPLH and actual DPLH incurred. The DOE COR and the Contractor will provide the Contracting Officer 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 DPLH in performance are assumed to fall into one of the following three categories:

(i) Actuals are less than planned due to Contractor management practices and cost saving efforts. No adjustment to the fee pool would be justifiable in this case. Cost 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 DPLH 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/overrun plan due to changes in programmatic nature of the scope. Some adjustment to the pool should be made, but a straight line adjustment may not be appropriate.

The Contracting Officer shall make a determination on acceptable adjustments to the available fee pool and those adjustments shall be documented in a contract modification prior to the closing of the evaluation period.

H.18 CONFIDENTIALITY OF INFORMATION

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 that upon request by DOE it will execute a DOE-approved nondisclosure/nonuse agreement with any party whose facilities or proprietary data the Contractor is given access to or is furnished. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

This clause shall flow down to all subcontracts.

H.19 CONTRACTOR COMMUNICATION RELEASES

The DOE policy and procedure requires that all Contractor communication releases (*i.e.*, press releases, public statements) be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) working days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communication 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.20 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

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

H.21 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

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 DOE Contracting Officer's Representative. The Contractor shall not commit, or permit, any act which will interfere with the performance of work by any other Contractor or by Government employees.

H.22 INSURANCE -- MINIMUM REQUIREMENTS

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

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

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

(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 and property damage liability insurance coverage 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, 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 $50,000 per occurrence for property damage.

H.23 MINIMUM POSITION QUALIFICATIONS

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Labor Categories and Descriptions" located in Part III, Section J, Attachment D to this contract, except as the Contracting Officer may authorize.

H.24 COMMUNITY COMMITMENT

It is the policy of 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.25 CONSERVATION OF UTILITIES

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.26 GOVERNMENT PROVIDED SERVICES

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.

(e) Custodial Service: The Government shall provide custodial services to include emptying of trash cans and 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 DOE 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 DOE COR and keep them posted and up to date at all times.

(k) Transportation: NETL has a pool of GSA vehicles, to which the Contractor will have reasonable access for Official Government business in performance of services required by this contract.

(l) IT Services: The Government shall provide basic office automation tools to include an office computer connected to the NETL administrative network and loaded with an office software suite (presently MS Office); access to enterprise email and calendaring software (presently Novell GroupWise); access to enterprise applications as required; access to network file and print services; access to Internet services; office telephone and voice mail services; access to convenience copier and copy center services; access to library services; access to video teleconference and teleconference meeting resources as required; and access to helpdesk services.

H.27 SECURITY AND PERSONNEL REQUIREMENTS

(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 DOE Contracting Officer's Representative (COR) in all information security matters.

(b) CLASSIFIED MATERIAL

Performance under the contract may involve access to classified material. If access to classified material is required, the Contractor shall be required to obtain necessary security clearances for personnel who will have access to classified material. For unclassified material, the Contractor shall abide by all provisions of the Department of Energy (DOE) Order 205.1 "Unclassified Computer Security Program" (incorporated by reference).

(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 NETL's Visitor Registration process at NETL's 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 DOE COR and submit a completed loss/theft report (NETL-F 4701.1-1-1) with NETL Security 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 DOE COR's satisfaction.

The Contractor shall report any occurrence of a lost or misplaced key to the DOE 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 DOE COR within 24 hours.

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

(f) COMBINATION CONTROL

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

(g) PERSONNEL AND SECURITY

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

(2) Identification Badge: The Contractor shall obtain an identification badge for each Contractor employee from NETL Security prior to entry on duty. Contractor employees shall display this identification badge at all times within NETL facilities. Contractor shall be responsible for returning badge of departing employee to Security (see Part I, Section H, "Access to DOE-Owned or Leased Facilities).

(h) DATA SECURITY

All information, whether stored in the computer, in hard copy form, or on magnetic media, shall be protected from unauthorized 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 DOE COR or CSPM. The Contractor shall immediately verbally notify, and notify in writing before the close of business of the next day, the DOE COR or the Contracting Officer or his authorized representative, in the event that the Contractor has or has reason to suspect a breach of data security occurred.

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 various laws, regulations and agreements. The Contractor agrees, in the performance of this contract, to keep sensitive information in the strictest of confidence and to protect it from unauthorized modification or destruction. 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 DOE COR or the Contracting Officer or his authorized representative, in the event that the Contractor has or has reason to suspect a breach of data security occurred.

H.28 ACCESS TO DOE -OWNED OR LEASED FACILITIES

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

(1) is, or is suspected of being, a terrorist;
(2) is the subject of an outstanding warrant;
(3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
(4) has presented false or forged identity source documents;

(5) has been barred from Federal employment;
(6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
(7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

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

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

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

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE –owned or leased facilities.

All questions and compliance issues should be directed to the NETL Security Officer.

H.29 PERMITS AND LICENSES

Within sixty (60) calendar days of award, the Contractor shall submit to the DOE Contracting Officer a list of ES&H-related permits and licenses that, in the contractor's opinion, shall be required to complete the work under this award. This list shall include a description of the permit or licenses, the approving authority, and the submission and approval schedule. The Contracting Officer 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 subcontracts and agrees to enforce the terms of this clause.

H.30 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) – PRIOR APPROVALS

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 activities, or in a manner consistent with 40 CFR 1506.1, until DOE notifies the Contractor that all NEPA requirements have been satisfied.

H.31 ENVIRONMENTAL, SAFETY, AND HEALTH MANAGEMENT SYSTEM POLICY AND ENVIRONMENTAL ASPECT AND OBJECTIVE/TARGET CONSIDERATIONS

The Contractor must be knowledgeable of NETL's environment, safety, and health management system policy, aspects, objectives and targets and consider how their work could affect or create additional aspects or objectives. The Contractor shall support NETL's International Organization for Standardization (ISO)14001 and Occupational Health and Safety Assessment Specification (OHSAS) 18001 certifications by ensuring that his/her employees and work practices support the NETL ES&H policy, plans, procedures and the objectives and targets.

H.32 ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS

(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, other NETL employees, and the public, and to prevent damage to the environment and NETL-owned materials, supplies, equipment, facilities, and any other NETL-owned property.

(b) The Contractor shall comply with the requirements of NETL's environment, safety, and health (ES&H) programs as implemented through NETL directives (orders, operating plans and procedures). These programs are based on conforming to the requirements listed on NETL's focused standards list (see the Focused Standards List clause in Part I, Section H), which is a compendium of applicable federal, state, and local regulations; consensus standards; and DOE directives. In particular, the Contractor shall comply with the procedural, recordkeeping, and reporting requirements of these ES&H programs and their supporting directives. Where conflict exists among the standards' requirements, the most protective shall be adopted, unless relief is provided by the Contracting Officer.

(c) The Contractor shall generate and implement an integrated safety management (ISM) plan describing how the Contractor will implement NETL's ES&H policy and the DOE ISM philosophy, as outlined in ISM directives, into the planning, budgeting, execution, and assessment of work activities. The plan shall describe the contractor's approach to

> (1) the integration of ISM's five functions: 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) demonstrating ISM's seven guiding principles: 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 describe in this plan how the contractor's work will be integrated with NETL's ISM System. The Contractor shall submit the plan to the Contracting Officer or his/her representative for review and approval within 30 calendar days after the date of contract award. This plan shall be updated annually and resubmitted to the Contracting Officer or his/her representative for review and approval.

(d) The Contractor shall comply with NETL directives on conducting safety analysis and reviews for research and development projects, support operations, and facility construction and maintenance and shall implement the requirements resulting from the analysis and review.

(e) Contractor employees shall complete mandatory ES&H training as required by the nature of the job being performed or by legal, DOE or NETL requirements. The Contractor shall maintain training records for his/her employees to demonstrate that training has been completed.

(f) The Contracting Officer shall notify the Contractor, in writing, of any non-conformance with the ES&H requirements of this Contract. After receipt of such notice, the Contractor shall immediately take corrective action. In the event that the Contractor fails to comply with NETL's environment, safety, and health requirements, the Contracting Officer may, without prejudice to any other legal or contractual rights of the DOE, issue an order stopping all or any part of the work; thereafter, a start order for work resumption may be issued by the Contracting

Officer. 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.

(g) The Contractor shall include this environment, safety, and health clause in all subcontracts requiring work at the NETL sites and shall be responsible for ensuring that subcontractors adhere to these ES&H requirements.

(h) The DOE or its authorized representative shall have the right to inspect any work areas or facilities occupied by the Contractor.

(i) The Contractor keep records such as raw data, interpreted results, reports, correspondence, and other materials proving regulatory and standard compliance, according to DOE records management schedules.

(j) Accidents or incidents resulting in human injury or property damage are to be reported immediately to the Contracting Officer or his/her representative. Notification, recording, and reporting requirements for accidents or incidents shall be conducted in accordance with 29 CFR 1904 and 1910 and the associated NETL directives. The Contracting Officer or his/her representative shall be provided with copies of all required documentation within 10 calendar days of the accident or incident.

(k) The Contractor shall maintain an accurate record of onsite hours worked and shall provide this information to the Contracting Officer or his/her representative upon request in order to calculate hours-based ES&H statistics.

(l) The Contractor shall collect metrics on environment, safety, and health performance as determined by NETL in addition to those contained in their ISM plan. These metrics may change with time. The following are examples and may not represent the actual metrics that will be required to be reported: recordable injury/illness rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked); days away or restricted time rate (total number of OSHA-defined lost work day cases or restricted days cases/total hours worked); and hazardous waste generated (total cubic feet of hazardous waste shipped); number of employees who have completed ES&H training on-time; number of inspections/assessments conducted; and number of employees participating in the emergency response program. The metrics shall be provided to the contracting office or his/her representative.

(m) NETL depends on volunteers to staff its emergency response organization (ERO), including the HAZMAT/rescue team. The Contractor shall allow participation of his/her employees in NETL's site-wide emergency response program. 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.33 QUALITY ASSURANCE/QUALITY CONTROL

The Contractor shall implement the DOE work using Quality Assurance/Quality Control measures as appropriate to:

(a) Achieve accuracy, precision, and reproducibility of data and information adequate to fulfill the objectives of the work to be performed under this award;

(b) Control work operations and products using accepted technical standards, instruction, oversight, and other appropriate means commensurate with the complexity of the work;

(c) Identify, control and maintain components, equipment, facilities, hardware and materials;

(d) Control handling, storage, and shipping. Cleaning and preservation to prevent damage, loss or deterioration;

(e) Ensure that designs, cost estimates and performance projections use sound engineering/scientific principles and appropriate standards and demonstrate that systems and processes function as intended;

(f) Ensure that purchased items and services meet established specifications and requirements;

(g) Incorporate inspections and oversight of work processes and products, including those of subcontractors and consultants, as appropriate;

(h) Continually improve the quality of the work done for DOE through the improvement of work practices guided by internal performance assessment.

H.34 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION

(a) The Contractor shall implement the DOE work in accordance with all applicable Federal, State and local laws, including codes, ordinances and regulations, covering safety, health and environmental protection.

(b) The Contractor agrees to include paragraph (a) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

H.35 HAZARDOUS WASTES MANIFESTS AND LABELS

The Contractor shall not identify, on waste manifests or container labels or otherwise, the DOE or the NETL as the owner or generator of hazardous waste without written permission, signed by the Contracting Officer or his/her designee.

H.36 FOCUSED STANDARDS LIST

The Contractor shall adhere to all pertinent applicable NETL ES&H Focused Standards as indicated in the Focused Standards list which is currently posted on the SSC electronic reading room located at http://www.netl.doe.gov/business/solicitations/ssc2008/index.html . This list may be modified from time to time during the contract. After contract award, the list will be available at the following NETL Intranet site: http://intranet/project/ESHINFO/standard/focused.pdf. 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 contract.

H.37 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS

In performing work under this contract, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

H.38 LOBBYING RESTRICTION

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://www.management.energy.gov/policy_guidance/1385.htm

H.39 TRAVEL AND PER DIEM COSTS

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.40 COMPLIANCE WITH INTERNET VERSION 6 (IPv6) IN ACQUIRING INFORMATION TECHNOLOGY

This Contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that:

(1) All deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and
(2) it has IPv6 technical support for development and implementation and fielded product management available.

Should the Contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Contracting Officer of such nonconformance and act in accordance with the instructions of the Contracting Officer.

H.41 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE

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.42 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) LEASING

If the Contractor leases ADPE 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 vendor and to realize any other benefits earned through rental payments.

H.43 LIMITATION ON SOFTWARE

The Contractor shall not violate license agreements (express 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 or designee.

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.44 OVERTIME APPROVALS

No overtime is authorized to be utilized on this contract without the express written consent of the Contracting Officer. In the event the Contractor determines performance under this contract will require the use of overtime, the Contractor shall submit an overtime use plan (projection of overtime for the contract year) to the Contracting Officer for consideration and approval. If approved, this clause will be modified to incorporate the approved overtime as a not to exceed ceiling. The approvals required under this clause do not apply to the exceptions in FAR 52.222-2 Payment for Overtime Premiums subparagraph (a)(1) through (a)(4) of the clause.

H.45 CRADA SUBJECT INVENTIONS

CRADA Subject Inventions *(Applicable to Nonprofit entities and small businesses only)*

The contractor agrees that, upon written application by DOE/NETL, it will enter into good faith negotiations to license to DOE/NETL or to the CRADA participant(s), as appropriate, an exclusive license(s) in the field of use negotiated by DOE/NETL for any CRADA subject invention(s) on terms that are reasonable under the circumstances.

H.46 BERYLLIUM CONSIDERATIONS FOR WORK CONDUCTED AT NETL-ALBANY

Several locations on NETL's Albany, Oregon site (NETL-Albany) have levels of beryllium dust that, if disturbed, could be released into the air at or above the contamination levels specified in the code of federal regulations at 10 CFR Part 850, section 850.31. Beryllium-contaminated rooms and laboratory spaces are located throughout NETL-Albany and are clearly marked with warning signs and/or labels as required in 10 CFR § 850.38.

Beryllium remediation is ongoing at NETL-Albany. Remediation is expected to be completed prior to the effective date of this Contract. In the event that remediation is not completed prior to the effective date of this Contract, the Contractor must comply with this provision.

Contractor employees, including subcontractors, are restricted from beryllium-contaminated areas unless access is specifically required under the contract. NETL shall identify, by building and room number, the locations of proposed work in a beryllium-contaminated area. If NETL determines that the Contractor will require access to any beryllium-contaminated areas, the Contractor is required to take the following steps, prior to work being performed in those areas.

NOTE: Steps 1 and 2 must occur before the Contractor's employees report for work at NETL-Albany. Steps 3 and 4 must be completed before any work is started.

1. The individual(s) required to access the rooms identified as contaminated must have a Beryllium Lymphocyte Proliferation Test (BeLPT) with normal results. The Contractor shall arrange for the testing of its employees. The cost of this test will be borne by the Contractor as part of the Contract costs. This test will identify individuals with an elevated sensitivity or a sensitization to beryllium, and those individuals will not be permitted to enter that location. (Note: The BeLPT takes from 2-4 weeks for results to be obtained.) Prior to the commencement of any work requiring access to any beryllium-contaminated room/laboratory, the Contractor shall provide a written certification to the DOE COR stating that all employees were tested and have a normal or negative BeLPT result.

2. The individual(s) must be medically cleared and trained to use respiratory personal protective equipment provided by the Contractor. Prior to the commencement of the work, the Contractor shall include in its written certification in numbered paragraph 1 above, a statement further indicating that

its employees are medically cleared to perform the necessary work and are trained on the proper use of respiratory personal protective equipment.

3. The individual(s) must take the beryllium awareness training provided by NETL-Albany and have a passing score of 80% before beginning work in any beryllium-contaminated areas.

4. A job hazard analysis will be completed by NETL-Albany for the Contractor for all work that takes place in beryllium-contaminated rooms and laboratory spaces. This requires the Contractor to submit a detailed job safety plan and other precautionary planning documentation before being approved to work in the subject area(s).

PART II, SECTION I - CONTRACT CLAUSES

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

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

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

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

I.2	52.202-1	DEFINITIONS (JUL 2004)
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 (SEP 2006)
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 (SEP 2007)
I.11	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
I.12	952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
I.13	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
I.14	52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
I.15	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
I.16	952.204-2	SECURITY (MAY 2002)
I.17	952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
I.18	952.204-73	FACILITY CLEARANCE (MAY 2002)
I.19	952.204-76	CONDITIONAL PAYMENT OF FEE OR PROFIT--SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION (JAN 2004)
I.20	952.204-77	COMPUTER SECURITY (AUG 2006)
I.21	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)
I.22	952.208-70	PRINTING (APR 1984)
I.23	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
I.24	52.215-2	AUDIT AND RECORDS – NEGOTIATION (JUN 1999)
I.25	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
I.26	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
I.27	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
I.28	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
I.29	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
I.30	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (Oct 1997)
I.31	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
I.32	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
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I.88	52.249-14	EXCUSABLE DELAYS (APR 1984)
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I.90	952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)
I.91	52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
I.92	970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

I.93 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (JUN 1997)

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

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

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of **three (3) 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.94 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **December 1, 2009** through **November 30, 2012.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.95 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 **$100,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **$19,000,000.00**;

(2) Any order for a combination of items in excess of **$95,000,000.00**; or

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

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

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

I.96 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.97 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **thirty (30) days of the end of the contract period.**

I.98 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **the term of the contract**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty (30) days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **sixty (60) months.**

I.99 952.219-70 DOE MENTOR-PROTEGE PROGRAM. (MAY 2000)

The Department of Energy has established a Mentor-Protege 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 Protege 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.100 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **zero (0)** 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.101 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board

(NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at

http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.102 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
Accounting Clerk II	$11.68 -- $5.26
Accounting Clerk III	$13.20 -- $5.94
Computer Operator III	$16.36 -- $7.36
Computer Systems Analyst II	$26.90 -- $12.11
Data Entry Operator II	$11.68 -- $5.26
General Clerk III	$11.68 -- $5.26
Personnel Assistant (Employment) III	$14.68 -- $6.61
Secretary II	$14.68 -- $6.61
Secretary III	$16.36 -- $7.36
Technical Writer III	$26.90 -- $12.11
Word Processor III	$14.68 -- $6.61

I.103 52.225-5 TRADE AGREEMENTS. (NOV 2007) (DOE Deviation) (FEB 2008)

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

~~"Caribbean Basin country end product"~~

~~(1) Means an article that~~

~~(i)(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or~~

~~(B) In the case of an article that consists in whole or in part of materials from~~

~~another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and~~

~~(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).~~

~~(A) For this reason, the following articles are not Caribbean Basin country end products:~~

~~(1) Tuna, prepared or preserved in any manner in airtight containers;~~

~~(2) Petroleum, or any product derived from petroleum;~~

~~(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (*i.e.*, Afghanistan, Cuba, Laos, North Korea, and Vietnam); and~~

~~(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;~~

~~(B) Access to the HTSUS to determine duty-free status of articles of these types is available at http://www.usitc.gov/tata/hts/. In particular, see the following:~~

~~(1) General Note 3(e), Products Eligible for Special Tariff treatment.~~

~~(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.~~

~~(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).~~

~~(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and~~

~~(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.~~

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

~~(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).~~

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, ~~or a Caribbean Basin country end product.~~

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not

exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

I.104 952.226-72 ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)

(a) Definition. Energy Policy Act target groups, as used in this provision means:

(1) An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent:

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or
(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) Institutions of higher learning determined to be Historically Black Colleges and Universities by the Secretary of education pursuant to 34 CFR 608.2; and

(3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Goals. The contractor, in performance of this contract, agrees to provide its best efforts to award subcontracts to the following classes of entities:

(1) Small business concerns controlled by socially and economically disadvantaged individuals or by women: * * * [redacted] percent;

(2) Historically Black colleges and universities: * * * [redacted] percent;

(3) Colleges or universities having a student body in which more than 20 percent of the students are Hispanic Americans or Native Americans: * * * [redacted] percent.

[* * * These goals are stated in a percentage reflecting the relationship of estimated award value of subcontracts to the value of this contract and appear elsewhere in this contract.]

(c) Reporting requirements. (1) The Contractor agrees to report, on an annual Federal Government fiscal year basis, its progress against the goals by providing the actual annual dollar value of subcontract payments for the preceding 12-month period, and the relationship of those payments to the incurred contract costs for the same period. Reports submitted pursuant to this clause must be received by the Contracting Officer (or designee) not later than 45 days after the end of the reporting period.

(2) If the Contract includes reporting requirements under FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Subcontracting Plan, the Contractor's progress against the goals stated in paragraph (b) of this clause shall be included as an addendum to Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, as applicable, for the period that corresponds to the end of the Federal Government fiscal year.

I.105 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)

~~Except for data contained on pages [TBD],~~ 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 **April 6, 2009**, upon which this contract is based.

I.106 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

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

I.107 952.235-70 KEY PERSONNEL. (APR 1994)

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

I.108 52.244-2 SUBCONTRACTS. (JUN 2007)

(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:

All Subcontracts valued at $[redacted] or greater.

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

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

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

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

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

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

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

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **See Part I, Section H, "Prior Approval Requirements for Placement of Subcontracts and/or Consultants."**

I.109 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

THE FOLLOWING CLAUSES I.110 THROUGH I.117 PERTAIN ONLY TO COST REIMBURSABLE 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.110 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 **thirtieth (30th) calendar** 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.111 952.216-7 ALLOWABLE COST AND PAYMENT

Alternate I

If the contract is with a nonprofit organization, other than an educational institution; or a State or local government, modify the clause at FAR 52.216-7 Allowable Cost and Payment by deleting from paragraph (a) the phrase "Subpart 31.2" and substituting for it "Subpart 31.7."

Alternate II

When contracting with a commercial organization modify paragraph (a) of the clause at FAR 52.216-7 by adding the phrase "as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR)," after the acronym "(FAR)".

I.112 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.113 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.114 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.115 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.116 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)

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

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

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

(1) Estimated cost, delivery or completion schedule, or both;

(2) Amount of any fixed fee; and

(3) Other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

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

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

I.117 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

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

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

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

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

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

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

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

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

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

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

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

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

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

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

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

(1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

(2) The amount finally determined on an appeal.

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

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

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

(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 CLAUSE I.118 PERTAINS ONLY TO FIXED FEE TASK ORDERS ISSUED AGAINST THIS CONTRACT. THESE ARE IN ADDITION TO ALL CLAUSES LISTED ABOVE IDENTIFIED TO PERTAIN TO ALL TYPES OF TASK ORDERS AND COST REIMBURSABLE TASK ORDERS.

I.118 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.

THE FOLLOWING CLAUSES I.119 THROUGH I.124 PERTAIN ONLY TO FIXED-PRICED TASK ORDERS ISSUED AGAINST THIS CONTRACT. THESE ARE IN ADDITION TO ALL CLAUSES LISTED ABOVE IDENTIFIED TO PERTAIN TO ALL TYPES OF TASK ORDERS.

I.119 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.120 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.121 52.232-11 EXTRAS (APR 1984)

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

I.122 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.123 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

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

I.124 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.

PART III, SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	PAGES
A	Statement of Work/Performance Work Statement	7 pages
B	Reporting Requirements	18 pages
B-1	Cost Management Report / Staffing Summary Report / Invoice Detail Report	3 pages
B-2	Contract Organizational Chart	6 pages
B-3	Subcontract Status Report	1 page
C	Performance Evaluation Plan	9 pages
D	Labor Categories and Descriptions	7 pages
E-1	Wage Determinations, Fairbanks, Alaska WD 05-2017 (Rev.-9)	9 pages
E-2	Wage Determinations, Tulsa, Oklahoma WD 05-2433 (Rev.-6)	9 pages
E-3	Wage Determinations, Albany, Oregon WD 05-2439 (Rev.-7)	9 pages
E-4	Wage Determinations, Pittsburgh, Pennsylvania WD 05-2451 (Rev.-7)	9 pages
E-5	Wage Determinations, Morgantown, West Virginia WD 05-2573 (Rev.-6)	9 pages

STATEMENT OF WORK (DEC 2008)

Program and Performance Management (PPM) for the National Energy Technology Laboratory (NETL)

The goal of this procurement is to provide PPM Services for the NETL. The following format has been used for this Statement of Work (SOW):

1.0 Objectives
2.0 Scope of Work
3.0 Task Descriptions
4.0 Glossary

1.0 OBJECTIVES

The objective of this solicitation is to obtain services to support and complement the efforts of federal staff to administer, execute, implement, monitor, manage and evaluate RD&D programs and provide general assistance for other program-related activities.

Task assignments for this service contract focus on program initiatives under the direction of the NETL Office that supports the sponsoring organization. Sponsoring organizations include but are not limited to the DOE Offices of FE, EERE and OE. Program initiatives are national in scope and emphasize partnerships with private industry, academia, state governments, and other governmental stakeholders to create commercially-viable technological solutions to national energy and environmental problems. Within the NETL organizational structure, task assignments for this contract will be initiated only at the direction of NETL Offices.

NETL program management functions are accomplished in conjunction with established planning groups such as Technology Managers and crosscutting teams at NETL, as well as HQ DOE Program Managers. NETL project management divisions provide support and input to program activities in accordance with their areas of technology or programmatic responsibilities. Project management division personnel will primarily oversee the work assignments initiated by NETL Offices. Program Management activities require significant internal interactions and communication among other NETL staff, including Technology Managers, Technology Teams, other NETL Managers, personnel involved in program development and other support activities/services. Therefore, maintaining (and developing) seamless and compatible communication and information transfer systems, internal and external to NETL, should be considered a primary requisite under this solicitation (which includes all existing and future computer software systems).

To execute work assignments, the contractor must effectively assess and adjust staffing to respond to the changing programmatic requirements inherent to cutting-edge research organizations such as NETL. Flexibility in staffing is a key objective of the overall contract and requires that managers and staff remain current on requirements and technical advancements. The Contractor shall have a sufficient level of expertise (on and off site) to successfully support the management and integration of all stages of science and technology development leading to commercially viable solutions. Through this solicitation, NETL seeks to access a best in class RD&D support service organization(s) that can assist NETL conduct its mission resulting in desired program outcomes and compliance with performance expectations.

In addition, NETL requires that the Contractor uses effective and efficient management structures, systems, and operations that are cost effective. The Contractor shall plan and execute work in a manner that will foster the objective demonstration of competence in management areas such as (1) development of approach, (2) problem resolution, (3) coordination, (4) innovation, and (5) manpower management. All work shall be conducted in a manner that shows continual improvements.

2.0 SCOPE of WORK

The work to be conducted under this contract specifically involves services to support planning, executing and assessing NETL **programs.** A *program* is an organized set of ongoing activities directed toward a common purpose

or goal undertaken in support of an assigned mission area. Typically, a program is a group or portfolio of related projects managed in a coordinated way to accomplish broad goals over a relatively long period of time (e.g., a 10 to 15 year planning horizon), to which individual projects contribute. Requirements, governing regulations, internal and external stakeholders, implementation strategies, and many other factors can vary among the programs. The RD&D programs and subprogram designations are directly linked to the appropriations and budget process and Government financial accounting system. Program budgeting and planning is lead by the DOE HQ program offices and NETL federal personnel work directly with DOE HQ personnel to plan, execute and assess program initiatives. In general, the services require a high level of technical expertise in scientific, engineering, business and policy disciplines needed for in-depth understanding of advanced technologies and complex systems, program and portfolio management expertise to effectively execute program-related activities, and expertise to effectively manage program performance, information and communications.

The Contractor shall provide technical and administrative support services for program planning, execution and assessment as well as provide general assistance supporting other program-related activities, such as communications and outreach. The Contractor shall manage their workforce and the overall execution of work to ensure appropriate (on and off site) staffing of individual tasks, integration and quality control of work products, communications among tasks, and coordination within the program organizational structure.

Task assignments for this contract shall focus on services that support program management functions and will provide support to all NETL organizational elements including, but not limited to, the Office of Systems Analysis and Planning, the Strategic Center for Natural Gas and Oil, the Strategic Center for Coal, the Project Management Center and the Office of Research and Development. As a point of reference, the following list delineates the current (2008) range of program areas supported by the NETL offices, which include subprogram portfolios totaling more than 1,300 individual projects. The scope of task assignments includes, but is not limited to, these program areas and may vary annually with the Government budget cycle.

- *Coal and Power Systems* – program technical areas include major demonstrations for the Clean Coal Power Initiative and FutureGen, advanced combustion technologies, integrated gasification combined cycle technologies, carbon capture and sequestration, environmental and water resources technologies, fuel cells, advanced turbines, hybrid technologies, coal fuels and hydrogen and advanced research for materials, instrumentation and controls, and modeling. (Approximately 40 percent of work assignments)
- *Natural Gas and Oil Technology* – program technical areas include natural gas exploration, production, transmission, and storage; natural gas methane hydrates; enhanced oil recovery and oil and gas effective environmental protection; and Title IX, Subtitle J, Section 999 of the Energy Policy Act of 2005 "Ultra Deepwater and Unconventional Petroleum" initiatives. (Approximately 10 percent of work assignments)
- *Energy Efficiency and Renewable Energy*– program technical areas include building technologies, vehicle technologies, Federal Energy Management Program, industrial technologies, and weatherization and intergovernmental programs. (Approximately 35 percent of work assignments)
- *Electricity Delivery and Energy Reliability* – program technical areas include analyses to examine and maintain the integrity of the energy infrastructure (e.g., electricity production, processing, transport, storage and utilization). Current activities are in transmission and distribution R&D; planning, siting and analysis; and infrastructure, security and energy restoration. (Approximately 10percent of work assignments)
- *Other Energy Initiatives* – program technical areas support national-level initiatives as requested from other DOE Offices (e.g., National Nuclear Security Administration, Engineering and Construction Management, Legacy Management; and Environmental Management) and application of NETL core competencies in the areas of critical infrastructure interdependencies; technology transfer; data/product sharing; all-hazards emergency response; non-proliferation of hazardous nuclear material. (Approximately 5 percent of work assignments)

The work to be conducted under the PPM services contract will be defined primarily (but not solely) by the following characteristics:

- Provide program management support services for the NETL workforce (primarily Office level personnel, such as Program Managers, NETL Technology Managers, Senior Management and Technical Advisors, and Associate Directors).

- Utilize both on-site and off-site Contractor personnel to accomplish work via a flexible workforce,
- Conduct complex administrative and technical tasks that support multiple program areas. These tasks are anticipated to require integration and synthesis of information and workflow. The desired result of these cross-cutting and integrated efforts is efficient and effective management of initiatives throughout the lifetime of the task,
- Consist of predictable, longer-term tasks with generally defined end objectives, but composed of smaller, serial subtasks (with more defined objectives) in which the results and deliverables of previous subtasks affect the design, deliverables, and specific objectives of subsequent subtasks,
- Provides for shorter-term tasks requiring unique and/or specialized resources and facilities to address specific technology issues,
- Ensure that NETL has access to a diversity of high quality scientists, engineers, and program management administrators with expertise appropriate to the laboratory's mission.

It is anticipated that the work scope will support the following six functional areas (to be described in more detail in Sections 2.1 through 2.6): 1.) Strategic Program Planning, 2.) Expert Portfolio Analysis and Technology Transfer/Deployment, 3.) Program Analysis and Development, 4.) Program Review and Performance Assessments, 5.) Program Support – Processes, Practices and Procedures, and 6.) Program Outreach and Communications. The contractor shall manage their workforce and the overall execution of work to ensure appropriate staffing of individual tasks, integration of work products, communications among tasks, and coordination within the program organizational structure.

2.1 Strategic Program Planning

The Contractor shall provide technical and management expertise to assist in program-specific planning activities that are conducted annually in conjunction with the Government budget cycle. In general, these work elements are predictable and are executed in accordance with established requirements, formats, content, and delivery schedules. Program planning efforts are used to guide detailed planning at the project level. Work elements include, but are not limited to, the following activities:

a. Prepares program documentation (e.g., Strategic Plans, Multi-Year Plans, Annual Operating Plans, Program level financial planning) in the support of budget and strategy planning.

b. Develops supporting documentation for annual and out year planning of program initiatives that typically involves competitive solicitations and work at other National Laboratories, and the tracking and measurement of actual performance against pre-determined annual targets.

c. Prepares supporting documentation for roadmaps and program-specific planning mechanisms for programs and technology areas that include, but are not limited to, those identified in Section 2.0 above.

d. Prepares/performs cost planning and variance analysis for technology areas.

2.2 Expert Portfolio Analysis and Technology Transfer/Deployment

The Contractor shall provide technical expertise that is appropriate to the program and technology area to develop analyses and reports required to document and enhance progress toward goals and objectives. These work elements are primarily conducted for specific technologies and current program sub-elements, and are used by the Federal staff in program analysis and development. Work elements include, but are not limited to, the following activities:

a. Conducts research project portfolio assessments of various program elements and identifies opportunities for enhanced performance.

b. Conducts post-project assessments of selected projects and demonstrations, analyzes and determines market penetration, and assists in identifying technology performance improvements derived from RD&D initiatives.

c. Develops expert reports describing the performance of the research and technology efforts for dissemination to research, regulatory, academic and business communities.

d. Identifies key barriers to implementation of program elements and evaluates wide ranges of actions to potentially lower barriers to attaining goals and objectives.

e. Develops supporting documentation for energy conservation standards.

2.3 Program Analysis and Development

The Contractor shall provide broad technical expertise that is appropriate to the program and technology area to support the Federal staff in analyzing the progress of key program components and internal and external factors affecting planned activities. Results of assigned work elements are primarily used by Federal program officials for communicating among program stakeholders and supporting decisions that may result in changes to current program plans and the technology portfolio. Work elements include, but are not limited to, the following activities:

a. Examines the status of key state-of-the-art technologies, market trends, legislative and regulatory proposals.

b. Conducts analyses related to environmental and other regulatory issues, including ascertaining the impact of proposed and existing legislation with respect to the intended applications of specified technologies, and provides recommendations to enhance programs to address those issues.

c. Provides information that will be used in program decision-making among alternative technology investment choices by performing limited life cycle, economic/cost, technical assessments and engineering analyses.

d. Provides information/knowledge management expertise to support planning of strategies, mechanisms and events to disseminate information to program and project personnel.

2.4 Program Review and Performance Assessments

The Contractor shall facilitate and provide technical and management expertise for program reviews and budget planning, performance assessments, and progress measurement. Work elements include, but are not limited to, the following activities:

a. Develops and provides supporting documentation, including presentation materials, for program reviews associated with the budget planning processes, including defining, justifying and supporting the mission need for program initiatives.

b. Measures, maintains, and documents actual progress achieved against quarterly, annual, intermediate and long-term program and project performance targets e.g., Program Assessment Rating Tool (PART), Government Performance Results Act (GPRA), Joule milestones, and the President's Management Agenda (PMA).

c. Prepares documents supporting National Environmental Policy Act (NEPA) compliance, such as, Programmatic Environmental Impact Statements (PEIS), Environmental Assessments, Records of Decision, Findings of No Significant Impact, Mitigation Action Plans, and other related documents, coordinates and supports public scoping meetings, public hearings and other public forums. [Note: These efforts are not to develop Environmental Impact Statements, which are obtained through separate procurement mechanisms.] These efforts are to support the Federal staff and may require subcontracting for program-specific expertise.

d. Performs assessments of ES&H programs, policy, plans, procedures and training documents against laws, regulations, standards, DOE requirements, and internal objectives and targets and makes recommendations

for improvements to the ES&H program. Specific activities support the NETL Directives Manager in assuring the currency of requirements for NETL's entire ES&H program.

e. Provides safeguard and security assessments to assist the NETL Facility Security Officer in protecting NETL technology-specific information and knowledge from unauthorized release or unapproved transfer to U.S. or foreign entities. Activities may include, but are not limited to:

- Develop critical and sensitive technology reports.
- Conduct export compliance determinations and licensing.
- Prepare technology-specific risk assessments for the NETL Safeguard and Security Awareness Program.
- Develop appropriate export compliance training materials and provide training

2.5 Program Support - Processes, Practices, and Procedures

The Contractor shall provide program and business management expertise to support the Federal staff to develop and implement improved processes, practices and procedures for technology program execution. Recommended improvements must consider requirements to interface and coordinate with HQ and other program elements external to NETL. Work elements include, but are not limited to, the following activities:

a. Develops consistent technology program practices in NETL's conduct of operations, work planning, and control systems. Routinely assesses process operations across organizational elements for consistency, identifies opportunities for improvement, and recommends best-in-class practices across NETL and specific to individual program needs.

b. Develops supporting documentation for a common set of written standard technology program operating procedures that are based on sound program, portfolio, and project management principles. Specific work elements will consider the strategic management system associated with each program and sub-program, as well as regulatory requirements and the NETL Project Management Guidelines provided as a reference.

c. Assists with the implementation of improved work processes, work flows, data and information management systems, and other supporting functions that will improve efficiency and effectiveness of programs, including the NETL ES&H program.

d. Provides quality assurance and quality control services for program related documents and processes.

2.6 Program Outreach and Communications

The focus of this functional area is to provide services to NETL technical program areas. Services provided within this functional area require that the Contractor work within the NETL corporate structure and programmatic mandates for management of communications products, program documentation, research reports and outreach functions. The Contractor must coordinate and communicate among organizational elements at NETL, including the NETL Public Affairs Office and other contractors. The Contractor must ensure work products are compatible with NETL standards and work practices relating to **public** outreach and communication products, the external web site, NETL's information technology systems, and HQ information management systems. NETL maintains corporate public affairs and information technology organizations to ensure overall consistency in the laboratory's communication products. Work elements include, but are not limited to, the following activities:

a. Conducts general outreach work and prepares narrative, visual and technology visualization materials and tools for internal and external customers and stakeholders including on-demand, short notice, detailed presentations, technical brochures and video productions. Produces the content for CDs or DVDs to capture impacts and success of programs or projects including yearly updates to program CDs (a compilation of project summary descriptions and an overview of program area) for key program areas.

b. Assists the Government in developing and executing partnerships and collaborations with the private sector and other government agencies to affect the commercialization and transfer of technology, and promote new initiatives.

c. Develops, maintains, reviews, and continually enhances content related portions of the NETL website on behalf of NETL Offices and program technology areas, and supports project managers to populate project specific areas to provide timely and high quality information. As needed, assists in the development of technical content for new and existing portions of the website. This includes support for integration of new technologies, best practices and improved functionality and accessibility. Such work will be completed in coordination with NETL Public Affairs Office and Information Technology Division personnel.

d. Develops, maintains and manages the content of program-specific related databases and information management systems to track and control technical work products. This may include investigating, recommending, and developing new systems/tools and/or improvements to existing systems.

e. Assists in arranging, organizing and conducting conferences, topical training sessions on emerging energy issues, and review meetings. As requested, supports the technical preparations for and participation in selected conferences, meetings, and workshops. Activities may include: updating technical information to be used in displays and exhibits; developing technical content for success stories and other technical materials for distribution at conferences; providing technical personnel to staff conference exhibits and technically support conference attendees. Provide support for identifying and arranging for the participation of independent technical experts to serve as reviewers for peer review meetings.

f. As needed, provides support for NETL relationship building efforts with universities, industry, and other strategic stakeholders. Assists in identifying opportunities and managing strategic partner relationships to fully leverage communication and outreach activities. Provides miscellaneous communications and outreach strategy development, execution and deployment support as needed.

3.0 TASK DESCRIPTIONS

The Contractor shall actively manage their workforce and the overall execution of work to ensure appropriate staffing of individual tasks, maintenance of staff knowledge and skills, integration of work products, quality of work products, communications among tasks, and coordination within the program organizational structure(s). Management and oversight functions of assigned task orders by the contractor are facilitated by the development and maintenance of effective planning or procedural documents delineated below.

3.1 Organizational Planning and Management

The Contractor shall maintain a current Management Plan, and use this plan to manage the total work and individual task orders assigned under the contract. While the Management Plan is a deliverable under the contract, it shall be updated and revised by the Contractor, as required, and reviewed at least annually, by both NETL and the Contractor, to ensure that it accurately reflects current estimated work load and significant changes in requirements. The Management Plan is to be the guiding document for the contractor's organization that delineates how the work is organized and defines the management, technical and administrative systems that will be used to meet the objectives of this contract. The Management Plan shall specifically reference the contractor's management practices and procedures as appropriate for the conduct of the work. The contractor shall specifically include sections in the Management Plan that describe : 1) a high level Executive Summary, 2) the scope of work, 3) a work breakdown structure aligned with task orders and other appropriate work elements, 4) an organizational work breakdown structure and associated staffing plan, 5) a communications plan delineating overall and task lines of communication and coordination requirements, 6) QA/QC practices for individual work products, 7) projected funding and costing profiles, once tasks are assigned and 8) metrics, success criteria and planned outcomes for the organization.

Annual updates to the plan shall be delivered to the DOE Contract COR 30 days prior to the beginning of the fiscal year, based on integrated annual task planning between the Task COR(s) and the Contractor Task Manager (s). The DOE Contract COR shall review and the Contracting Officer shall approve the Management Plan prior to the start of the fiscal year.

3.2 Annual Task Planning and Management

The Government will provide specific annual guidance in the form of a SOW Clarification Statement that identifies individual tasks that are to be funded for the fiscal year. There shall be no individual subtasks identified within the contract structure; subtasks and lower level work elements shall be included in the Task Management Plan defined for the specific task orders.

The Contractor shall support and participate in the Government's annual planning process, such that the Government's annual guidance is clearly understood by both parties at the beginning of the Fiscal year. During this planning process, the Contractor shall develop a Task Management Plan that is reviewed by the Task COR and approved by the Contracting Officer. The plan shall include:

1. Description of Task Approach
2. Work Breakdown Structure (WBS). Consideration should be given to a WBS dictionary or other means to clearly describe the components of work that comprise the task, including the work scope, schedule, and deliverables, cost budgets, and organization/staff responsibilities.
3. Schedule and cost for individual work elements
4. Critical milestones (not accomplishments or deliverables)
5. Staffing plan – Identify on-site and off-site personnel and resources to be applied to the task over the life of the task; must include qualifications of key management and technical personnel
6. Specific deliverables and date of delivery
7. Performance metrics and success criteria – mutually developed between the Task COR and the Contractor Task Manager

To facilitate annual planning the Government and the Contractor shall mutually identify those task work elements that are predictable, schedulable, and recurring from year to year. These work elements comprise the Base Task activities that will be funded annually, and do not require renegotiation for the annual work scope for a task. Planning efforts should focus on the additions to and adjustments of annual work activities that are derived from DOE's annual planning and budget processes, which includes consideration of benefits, results of on-going programs and projects, and initiatives identified as a result of work products from this contract. Effective, integrated planning between the Government and the Contractor staff is the key requirement for defining work elements and ensuring the work is properly staffed to provide the services identified in Section 2.0.

3.3 Execution of Annual Tasks

The Contractor shall execute work elements in accordance with the approved Annual Task Plans, as well as other unanticipated task orders assigned during the course of the Contract term.

3.4 High Level Metrics Reporting

The Contractor shall develop a High Level Metrics Reporting Plan that the Government will use to evaluate overall performance in meeting the requirements of the SOW. The High Level Metrics Reporting Plan summarizes the metric and its acceptable quality levels, it describes how performance will be monitored and how the results will be evaluated. The High Level Metrics Reporting Plan will be reviewed by DOE/NETL on a yearly basis and will be due 30 days after the beginning of the Fiscal year. While performance evaluations for fee determination are conducted semiannually, the Contractor shall be responsible for maintaining and conducting surveillance measurements to assure compliance with requirements and continuously improve performance. At a minimum, the plan shall address the following metrics:

- funds management and fiscal accountability
- adherence to staffing plans
- earned value assessment (or similar assessment) for each task order including cost and schedule variation
- work element completion targets (within budget and project period)

- adherence to task order schedule (for milestones and deliverables)
- attainment of success criteria and quality objectives for both task order outputs and contract outcomes

The metrics listed above are not meant to be comprehensive and are provided as minimum guidance. The contractor is encouraged to identify additional metrics that are applicable to the success of the program initiatives.

4.0 GLOSSARY

4.1 Acronyms

Acronym	Definition
COR	Contracting Officer's Representative
DOE	U.S. Department of Energy
EEO	Equal Employment Opportunity
EERE	Energy Efficiency and Renewable Energy
EPAct	Energy Policy Act
ES&H	Environment, Safety, and Health
FE	Fossil Energy
GPRA	Government Performance Results Act
HQ	Headquarters
ISM	Integrated Safety Management
ISO	International Organization for Standardization
NETL	National Energy Technology Laboratory
NEPA	National Environmental Policy Act
OE	Office of Electricity Delivery and Energy Reliability
OHSMS	Occupational Health and Safety Management Systems
OMB	Office of Management and Budget
PART	Program Assessment Rating Tool
PEIS	Programmatic Environmental Impact Statements
QA/QC	Quality Assessment/Quality Control
SOW	Statement of Work
PMA	President's Management Agenda
PPM	Program Performance and Management
RD&D	Research, Development and Demonstration
R&D	Research and Development
RDD&D	Research, Development, Demonstration and Deployment
WBS	Work Breakdown Structure

4.2 Words/Phrases

Words/Phrases	Definition
Government	The U.S. DOE or its dully authorized contracting and/or technical representative
Off-Site	Any location not on one of the NETL sites as defined in "on-site" below.
On-Site	Federally-owned or leased property within the defined boundaries of the sites at Albany, OR; Fairbanks, AK; Morgantown, WV; Pittsburgh, PA; and Tulsa, OK, including, in the case of Morgantown, NETL leased space in the Research Ridge complex immediately adjacent to the boundary.

Program	A program is an organized set of ongoing activities directed toward a common purpose or goal undertaken in support of an assigned mission area. Typically, a program is a group or portfolio of related projects managed in a coordinated way to accomplish broad goals over a relatively long period of time (e.g., a 10 to 15 year planning horizon), to which individual projects contribute.
Project	A project is defined as an individual activity conducted under the laboratories programs and sub-programs. A project is a planned undertaking such as a definitely formulated piece of research.
Electronic Reading Room	All references in the Statement of Work and the Solicitation that refer to the "Electronic Reading Room" indicates information that will be available only during the solicitation phase of this acquisition. This site will not be maintained after contract award. http://www.netl.doe.gov/business/solicitation/ssc208/index.html

REPORTING REQUIREMENTS CHECKLIST (SITE SUPPORT)

1. AWARDEE: Leonardo Technologies, Incorporated	2. IDENTIFICATION NUMBER: DE-FE0004002

3. REPORT SUBMISSION:

Reports shall be submitted to the electronic addresses and mailing address indicated in the NETL-identified Distribution List provided in the post award debriefing. One hard copy of each report must be submitted to the Contract Specialist (CS) and one to the appointed DOE Contracting Officer's Representative (COR).

4. PLANNING AND REPORTING REQUIREMENTS

	FORM NO.	FREQ.	NO. OF COPIES
A. GENERAL MANAGEMENT			
* ☒ Management Plan	None	O, PY***	**
☒ Status Report	None	Q, MI	**
☒ Summary Report	1332.2	Q	**
☐ Performance Self Assessment Report	None		
B. SCHEDULE/LABOR/COST			
* ☐ Milestone Schedule/Plan	1332.3		
* ☐ Labor Plan	1332.4		
* ☐ Cost Plan	1332.7		
☒ Cost Management Report	See Text	MI	**
☒ Invoice Detail Report	See Text	MI	**
☒ Staffing Report Summary	See Text	MI	**
☒ Subcontract Status Report	See Text	S	**
☒ Organization Chart	See Text	S	**
C. EXCEPTION			
☐ Conference Record	None		
☒ Hot Line Report	None	A	**
☐ Journal Articles/Conference Papers and Proceedings	None		
D. ENVIRONMENTAL ES&H			
☒ Hazardous Substance Plan	None	O	**
☒ Hazardous Waste Report	None	FC	**
☒ ES&H Hot Line Report	None	A	**
☒ DOE NETL ES&H Reports (DOE O 231.1, M 231.1-1, O 232.1)	See Orders & Manuals	A	**
☒ Integrated Safety Management Plan (DOE 450.4)	See DOE Order	O***	**

	FORM NO.	FREQ.	NO. OF COPIES
E. TECHNICAL (One paper copy and One pdf electronic file copy)			
☐ Technical Progress Report	None		
Final Report			
☐ Draft for Review	None		
☐ Final for Approval	None		
☐ Topical Report	None		
F. PROPERTY			
☒ Report of Contractor's Property Management System	None	P	**
☒ Annual Report of Property in The Custody of Contractor	F580.1-8	YP	**
☒ High Risk Property Report	F580.1-25	YP	**
☒ Report of Physical Inventory of Capital Equipment	None	I	**
☒ Report of Physical Inventory of Sensitive Items	None	YP	**
☒ Report of Termination or or Completion Inventory	SF-1428; SF-120; F580.1-7	FC	**
G. OTHER			
☐ Key Personnel Staffing Report	None		
☐ Subcontracting Report	SF-294		
☐ Summary Subcontracting Report	SF-295		
☐ Software	None		
☒ EEO Compliance Report	None	Y	**

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	
MI – Monthly prepared and submitted at same time as invoice	15	E – End of Evaluation Period	20

Property Reports

P – Property Management System – Within 6 months of award date
YP – Yearly Property – due 10/15 for period ending 9/30
I – Physical Inventory of Capital Equipment – Biennial from award start date

Other Web-based reports http://www.esrs.gov

SS – Subcontracting Report - Semi-annual due 4/30 and 10/30 for period ending 3/31 and 9/30 respectively, submit on-line at http://www.esrs.gov
YS – Summary Subcontracting Report - Annually, due 10/30 for period ending 9/30, submit on-line at http://www.esrs.gov

* 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 templates are examples, the Contractor may submit the requested information using their own templates provided the same information is provided. 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 or as significant changes are identified.

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

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GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS

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.

MANAGEMENT PLAN

The Management Plan describes the contractor's approach to performing the overall effort, conducting the work, and producing the products identified in the contractual agreement. The Management Plan is the guiding document for the contractor's organization that delineates how the work is organized and defines the management, technical, financial and administrative systems that will be used to meet the objectives of this contract. The Management Plan specifically references the contractor's standard management practices and procedures as appropriate for the conduct of the work.

Since the Management Plan must be useful to the contractor's organization, significant discretion is given to the format and content of the document. However, the contractor shall specifically include sections in the Management Plan that describe the following:

Executive Summary

The executive summary provides a brief, comprehensive overview of the most important aspects of the management plan and overall objectives. The executive summary provides background information that reflects an understanding of the work's context, nature and complexity, including a discussion of material issues that may arise, and potential mitigating strategies that facilitate performance of the scope of work. The discussion should delineate the nature and type of work being conducted at DOE/NETL and how the contractor's organization will provide project management services to support these activities.

Scope of the Project

This section provides an overview of the Scope of Work, with specific inclusion by reference to the contract scope and inclusions from the contractor's proposal, if applicable.

Work Breakdown Structure (WBS)

The scope and complexity of the contractual agreement influence the number of levels required. Section H.7 of this RFP has suggested that at least 4 levels would be required and the WBS must allow tracking all incurred cost and labor hours to their lowest elements for each task order. It is expected that task orders will be issued through NETL offices associated with program-specific sources of funding and the task orders will likely include work scope associated with one or portions of the six functional areas. Each descending level represents an increasingly detailed definition of the work elements. Work breakdown structure elements are identified by name and number from a progressive, alphanumeric system.

Organization Work Breakdown Structure

This section includes organizational charts and narrative that describes, in detail, the proposed organizational structure for performance of the Statement of Work (including subcontractors, if any), the respective roles and responsibilities of all prime and sub participants. This includes a detailed description of the roles and responsibilities of all key and essential personnel (management and technical) and delineation of the lines of communication.

Resource Plan

This section describes the proposed staffing approach to provide a diversity of technical expertise, ensure flexibility in the work force and respond to evolving program initiatives. It also should describe the approach for using subcontractors or consultants. It is likely that the resource plan and approach would be included in the overall staffing approach, once the contract is awarded.

Management Systems and Practices

This section discusses the management systems and practices used to ensure efficient, timely, and responsive execution of task orders and cost-effective management control and oversight. This would include items such as:

Management Control – Description of the control procedures and approach used to oversee execution of work, especially that of subcontractors, travel authorizations (foreign and domestic), allocation of quality staff among competing task orders, and change management for task orders.
Work Processes – Discussion of work processes that are considered key to the efficient and effective execution of the contract.
Financial Management and Cost Accounting – Description of the systems and approach used to effectively manage funds.

Communications Plan

This section provides the approach to communicating and coordinating within its teaming organization, with NETL contract managers, and with other organizations at NETL to ensure timely, responsive, and efficient operations.

High Level Metrics Reporting Plan

The High Level Metrics Reporting Plan describes the processes and requirements to evaluate task and overall performance in meeting the requirements of the SOW.

Other Documents Incorporated by Reference

Projected Funding and Costing Profiles, once tasks are assigned
Transition Plan
Hazardous Substance Plan
Integrated Safety Management Plan
Quality Assurance Management Plan
Contractor-Specific Plans and Procedures

STATUS REPORTS

Quarterly Status Report

The Quarterly Status Report presents the Contractor's narrative assessment of the progress of work actually performed and the overall status of the complete portfolio of tasks executed by the contractor during the reporting period. The Status Report shall provide a concise narrative assessment of issues, obstacles, synergies, efficiencies, benefits, and accomplishments observed or anticipated by the Contractor. 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 accomplishment. The report is to include a listing of the major products for each task (and subtask if appropriate) in bullet form and, if applicable, a list of pertinent presentations and publications.

DOE management uses the report to monitor the contractor's performance in managing the portfolio of assigned

tasks, providing maximum benefit to NETL programs, and effectively communicating realized and potential problem areas. The Quarterly Status Report shall provide DOE management with a clear indication that the Contractor's program manager is ensuring that coordination of scope, labor, and cost are being effectively managed across all tasks and subtasks. Additionally, the report will also be utilized to assess the alignment of all tasks being performed by the contractor to the NETL mission and programs.

Monthly Status Reports

A Monthly Status Report shall be submitted monthly for each assigned task order. This report shall be submitted to the Task COR and shall reflect the contractor's management processes and procedures. The report shall be used by the contractor and DOE in problem resolution during execution of work activities. The Monthly Status Report should be consistent with the monthly cost management report submitted with monthly invoices and provide the basis for reporting quarterly at the contract level. The Monthly Status Report shall summarize accomplishments during the month, but discussions should focus on problems and issues that have arisen, how they are being resolved and the status of cost and schedule relative to the Task Management Plan. The typical content includes graphical representation of schedule (with milestones identified), labor, and cost data, which allows a comparison of planned and actual data. The cost and labor data are presented on a cumulative basis to illustrate trends and variance from the plan. The Monthly Status Report shall contain the following:

a. Title page
b. Executive Summary – delineate what was to be accomplished for the reporting period, based on the Task Management Plan
c. Technical Progress – delineate what was accomplished and what it means
d. Issues/Problems – describe what problems or identified (or unidentified) risk events occurred and how they are being handled
e. Schedule Status – show if schedule and milestones are being met and trends (deviations from plan)
f. Cost Status – show if funds are being expended as anticipated and trends (deviations from the plan)
g. Staffing – discuss problems or issues in allocating appropriate staff resources and how they being handled

SUMMARY REPORT DOE F 1332.2

The Summary Report is required quarterly and 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 INSTRUCTIONS

PURPOSE

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

FORM

An Excel file (CMR-Staffing-Invoice Detail.xls) has been included as a sample template. The following is the suggested format for submission of this report.

INSTRUCTIONS

Item	Description
1	Enter the official contract title.
2	Enter the inclusive start and completion dates for the reporting period.
3	Enter the official contract number and, if a modification(s) has occurred, append the latest modification number.
4	Enter the name of the contractor.
5	Enter the date of the contract's current cost plan, which serves as a baseline for this report.
6	Enter the official start date of the original contract.
7	Enter the official completion date as of the latest modification to the contract.
8	Enter the Title, Contract Line Item Number (CLIN), Sub-CLIN, Task, Sub-task, or Activity Numbers, in numerical order, consistent with the contract's Work Breakdown Structure as per the current Management Plan.
9	Enter the current approved plan revision for each Element as applicable. Revisions will be tracked by an alpha character added to the end of the Element with "A" designating the first revision.
10	Enter the Appropriation Year from which the funding is provided.
11	Enter the Reporting Entity number.
12	Enter the Program numbers that are to fund the Element. If more than one Program number is being used, place the pertinent funding information on separate lines.
13	Enter the Work for Others number or Project number that designates NETL customer work. If more than one number is being used, place the applicable funding information on separate lines. This column may be hidden to conserve space.
14	Enter the seven-digit code provided on the funding source document. If more than one number is being used, place the pertinent information on separate lines. If not used, this column may be hidden to conserve space.
15	Enter the amount of funding that has been obligated against the Element in prior fiscal years.
16	Enter the amount of funds that have been obligated against the Element in the current fiscal year.
17	Enter the total obligations awarded to the contract as of the close of the reporting period.
18	Enter the Approved FY Cost Plans, and 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.
19	Enter the total authorized plan value for the entire performance period of the Element, which may span multiple fiscal years.
20	Enter the total actual cost invoiced for the reporting period.
21	Enter the total planned cost for the reporting period as shown in the most recent authorized cost plan.
22	Enter the total actual cost invoiced as of the close of the reporting period for the current fiscal year.
23	Enter the balance remaining of the planned cost for the current fiscal year as shown in the latest approved fiscal year cost plan (Item 18).
24	Enter the total actual cost invoiced for the Element from the inception of the contract to the end of the reporting period.

25	Enter the total authorized planned costs for the Element from the inception of the contract to the date of the report.
26	Enter the "Open Commitments," defined as any costs ***incurred*** by the end of the current reporting period but not yet invoiced to NETL. This would include subcontractor costs incurred but not yet billed to NETL and any award fee earned but not yet 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 award fee. Special consideration should be made to accurately estimate subcontract costs when the prime has not received invoices but is aware that the work has occurred.
27	Enter the total planned costs for the next reporting period a shown in the most recent authorized cost plan.
28	Enter the "FY Total Cost" which is defined as the costs that the contractor expects to incur during the current fiscal year. A contract project manager's estimate should be used to project the balance of the year and should include those costs that have been incurred but not invoiced to NETL (open commitments as defined in Item 26). This will equate to the FYTD Actuals plus the balance of the year.
29	Enter the date on which the funds available to the contractor for a specific Element are projected to be fully costed.
30	Enter the subtotal of all Elements identified as Fossil Energy (FE) work.
31	Enter the subtotal of all Elements identified as Non-FE work.
32	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.
33	Enter the unit measure for dollar amounts shown (e.g., exact dollars and cents). NETL cost entries are done to the penny. Carry the unit of measure out to decimals (e.g., cents), rounding to two decimal places. Format the cell to round to the dollar so space will be saved. NETL Finance will reformat the appropriate column to two decimals for making cost entries.
34	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.
35	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.
36	Enter notes that relate to a reporting elements' financial status. Include modifications received after the closing date of the reporting period but before the actual due date of the CMR.

Special Instructions:

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

For the purpose of this report, the term "Element" refers to any reportable CLIN, Sub-CLIN, Task, Sub-task, or activity.

A new line entry must be inserted anytime one of the following components change:

1. CLIN/Task Number/Title
2. Appropriation Year
3. Reporting Entity
4. Program Number

5. WFO or Project Number
6. Local Use Number

Each Element will be subtotaled. If a Sub-element is associated with an Element, the Sub-element will be totaled and reported at both the Sub- and Element level. For example, an Element with two or more subs would show all of the above information for each sub-Element and rolled up to the Element level.

Any and all breakouts of Sub-CLINs/activities must be received as technical direction, in writing, from the DOE Contracting Officers Representative (COR) / Task Contracting Officer's Representatives (TCOR) / Subtask Contracting Officer's Representatives (SCOR / or Technical Project Monitors (TPM).

INVOICE DETAIL REPORT INSTRUCTIONS

PURPOSE

The Invoice Detail Report provides a monthly status of actual and planned FTE hours worked for each task and a headcount within a designated contract. This report will be used by Federal personnel as an information source and as a project management tool. This report will also serve as the base for the staffing report and will also serve as supporting documentation for the "Public Voucher for Purchases and Services Other Than Personal" (SF 1034). CLIN/Task managers will review the data as part of the invoice approval process.

INSTRUCTIONS

Item	Description
1	Enter Contractor's name and address.
2	Enter the contract number.
3	Enter the name and address of the organization for which the services have been provided and is responsible for the payment of the invoice.
4	Enter a sequential invoice number as designated by the Contractor.
5	Enter the date the invoice was issued.
6	Enter the inclusive start and completion dates for the invoice period.
7	Enter the employee's name.
8	Enter the labor category title and Exempt (E) or Nonexempt (NE).
9	Enter the employee status [full time (FT), part time (PT)].
10	Enter the employer name (prime Contractor, subcontractor).
11	Enter the employee's current labor rate.
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.
13	Enter the total labor cost per employee for the period.
14	Enter full time equivalent (FTE) actual time worked.
15	Enter the FTE labor by site. Off-site – any location not on one of NETL's sites as defined in "on-site" below. On-site – Federally-owned or leased property within the defined boundaries of the sites including Pittsburgh, PA; Morgantown, WV (including, in the case of Morgantown, NETL-leased space in the Research Ridge complex immediately adjacent to the boundary); Tulsa, OK; Fairbanks, AK; Albany, OR; and any future

sites.

16 Enter the cumulative hours worked to date per employee.

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.

18 The cumulative current cost is the total cost from previous periods plus the cost for the current period.

19 Enter the CLIN/Task number and title.

20 Enter the total items of 12 through 18 described above.

21 Enter the planned/actual labor hours for the current period.

22 Enter the planned/actual labor hours for the cumulative period.

23 Other direct costs (ODCs) include those cost other than labor which are directly related and charged to the task.

24 Enter a very brief description of the other direct costs.

25 Enter material costs for the period and cumulative to date.

26 Enter the travel costs for the period and cumulative to date.

27 Enter the training cost for the period and cumulative to date.

28 Enter the total of all ODCs

29 Enter fee awarded to the task.

30 Enter the total cost and fee for labor and ODCs.

31 Enter the labors costs that were charged to each Program Number funding the CLIN/Task. Enter the total FTEs by Program Number 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 20 on the CMR - and prorating the costs according to the Program Numbers and Reporting Entity elements within each task and applying to the corresponding task, by site location, on the Staffing Report. Example: CLIN 0005432.01 on the CMR is funded with 1610328, 1610232, and 1610247 Program Numbers from 220201 Reporting Entity. When prorated, the task consists of 82% 1610328, 9% 1610323, and 9% 1610247 costs. The percentages would then be applied to CLIN 0005432.01 FTEs on the Staffing Report.

STAFFING REPORT SUMMARY INSTRUCTIONS

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. In addition, 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.

INSTRUCTIONS

Item	Description
1	Enter contractor name and address.
2	Enter contract number.
3	Enter DOE address.

4	Enter inclusive dates of current reporting period.
5	Enter contract title.
6	FTEs charged to Program Numbers key to NETL's Intuitional Budget will be tracked separately. These Program 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 Program Numbers.
7	Enter FTEs charged to other institutional Program Numbers that are not key to the budget.
8	Enter the collective total of all FTEs charged to the remaining Program Numbers that are not reported in the Institutional Budget.
9	Enter the total number of FTEs for each row.
10	Enter the FTE labor by site.
	Off-site – any location not on one of NETL's sites as defined in "on-site" below.
	On-site – Federally-owned or leased property within the defined boundaries of the sites at Pittsburgh, PA (PGH); Morgantown, WV (MGN); Tulsa, OK (TUL); Albany, OR (ALB); and Fairbanks, AK (AK); including, in the case of Morgantown, NETL-leased space in the Research Ridge complex immediately adjacent to the boundary.
11	Enter the total number of FTEs for each column.
12	Enter the headcount of employees working at on and off-site locations as defined in item 10 above.

SUBCONTRACT STATUS REPORT INSTRUCTIONS

PURPOSE

The Subcontract Status Report is to provide NETL management with information relative to the status of all subcontractors charged to each site support contract. This report will be used by Federal personnel as an information source and as a project management tool. In addition, NETL will use this information for budgeting and planning purposes. This report will also provide a detailed breakdown of each subcontractor and the specific CLIN/Task/Subtask being supported.

FORM

An Excel file (DE-SO26-08000663-000_Attachment-B-3.xls) has been included as a recommended template.

CONTRACT ORGANIZATION CHART INSTRUCTIONS

BACKGROUND

The staffing report summary is to provide NETL management with data relative to the number of Contractor FTE's charged to each funding source within a contract. NETL uses this information in budgeting and planning exercises.

The contract organization chart provides a detailed breakdown of the contractor FTE's for the NETL functional areas they are supporting. This report will be used by Federal personnel as an information source and as a project management tool.

INSTRUCTIONS

Item **Description**

1 Enter the submission date of the report.

2 Enter source document used for obtaining the data (i.e. April 2008 Invoice/Staffing Data).

3 Enter the name of the individual authorized to submit the report.

4 Enter the contract number (i.e. DE-NT0005432).

5 Enter the current NETL organizational code. SSC organization data must match the current NETL Organizational Chart (by division, etc.). Use current NETL codes 120, 300, 311, etc. assigned to each NETL unit. A NETL codes tab with current information is included with the Excel template.

6 Enter the current NETL organization title. A worksheet tab with current information has been included in the template. Copy the formula down the column and the title should automatically be entered.

7 Enter Labor category examples: Scientist 4, Secretary 1, etc.

8 Enter the employee's name – use full last name.

9 Enter the first initial of the employee. For employees with identical last names and first initial, use the second letter of the first name. If an employee has multiple contractor roles, use the first two initials for the first name. Do NOT use all capitals.

Examples: Doe, J.
Doe, Ja.

10 Enter the major contract (i.e. RES, ITES, etc).

11 Enter the assigned company code. Select the company key tab on the template. This list should be updated as required using the following format.

The company numbering code will consist of three (3) alpha characters and up to two (2) numerals.

12 Enter the FTE allocation. FTE percentage charged to the specific NETL division. Use two (2) decimal places. Employee should only be listed once for each NETL division.

13 Enter the FYXX Fully Loaded Labor rate estimated cost projected on the FYXX work (cost) plans. This is to be prorate according to data in FTE Allocation column.

NOTE: fully loaded labor rate cost is defined as the base hourly rate plus fringe benefits.

14 Enter the work location using the following alpha codes:

A = Albany, OR

AK = Alaska

M = Morgantown, WV

P = Pittsburgh, PA

R = Research Ridge

T = Tulsa, OK

O = Offsite (Example: Denver, CO, Oak Ridge, TN, Washington, DC, etc.)

15 No input by the contractor is required for these columns. A formula has been provided to populate the columns based on the location code entered in the "Location" column. The only action required is to copy the formula provided down the columns for each additional row of information.

16 Enter additional comments as needed.

17 No input required. A formula has been entered to total the FTE's for each individual location column (i.e., Albany, Alaska, Pittsburgh, etc.). In addition, a grand total of locations

SUPPLEMENTAL INSTRUCTIONS

- Verify data:
  - Is information valid?
  - Eliminate positions that are duplicates.
  - Employee has not been separated or on extended leave.
  - Check spelling.
- Check that the formula is valid especially if it was necessary to insert addition rows.
- List all direct labor **FTE**'s. Enter number of FTE's charged against a specific NETL number. If the FTE is split between NETL divisions, a separately entry will be made for each division. Be sure the employee's time totals to the correct FTE allocation.
- **DO** list vacancies.
- **DO** submit data for an employee on extended leave.

AVOID

- Avoid duplicates
- An employee should only be listed once per NETL Code #.
- An employee can not be more than 1 FTE

HOT LINE REPORT

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

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

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 (DOE O 231.1, M 231.1-1, O 232.1)

A. The Contractor shall provide information and reports to NETL in support of DOE's reporting requirements contained in DOE O 231.1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING, DOE M 231.1-1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING MANUAL, and DOE O 231.1, OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION. Content, form, schedule, and applications are provided in the DOE Orders.

B. Data, information, or reports include, but are not limited to, the following areas (if applicable):

1. Work-related fatalities, injuries, and illnesses among Contractor employees arising out of work performed primarily at DOE-owned or –leased facilities
2. Work-hours and vehicle usage
3. Estimated property valuation
4. Interim exposure data reporting
5. Annual exposure data reporting
6. Radiological exposure to individuals
7. Annual summary of fire damage
8. Epidemiologic analyses-excess injuries and illnesses
9. Occupational, safety, and health information in support of epidemiological studies conducted by external organizations
10. Quarterly DOE and NETL ES&H performance indicator data
11. Annual site environmental reports
12. Annual tabulation of ES&H and quality-related assessments conducted.

C. As needed, information reports associated with the notification, recording and reporting requirements for accidents and/or incidents shall be prepared in accordance with 29 CFR 1904 and 1910. The Contracting Officer or his/her representative shall be provided with copies of all OSHA-required documentation within 10 days of the associated accident and/or incident.

D. On a quarterly basis, the Contractor shall report on the following NETL environment, safety, and health indicators (if applicable):

1. Recordable Injury/Illness Rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked).
2. Lost Workday Case Rate (total number of OSHA-defined lost workday cases/total hours worked)
3. OSHA Cost Index (estimated cost of workplace-related injuries and illnesses)
4. Hazardous Waste Generated (total cubic feed 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.

QUALITY ASSURANCE MANAGEMENT PLAN

A Quality Assurance Management Implementation Plan shall be developed and submitted by the Contractor. The plan shall describe how the offeror will implement, using a graded approach, QA philosophy, as outlined in DOE O 414.1C, Quality Assurance, and DOE G414.1-2A, Quality Assurance Management System Guide for Use with 10 CFR Part 830, Subpart A, Quality Assurance Requirements, and DOE O 414.1C, Quality Assurance. The plan shall provide (1) a process and graded approach to the integration of the DOE QA ten part criteria (i.e. program, personnel training and qualifications, quality improvement, documents and records, design, procurement, inspection and acceptance testing, independent assessment) into its everyday work activities; and (2) a discussion on how the execution of the offeror's plan will successfully and cost-effectively integrate with NETL's own QA program for on-site work to be conducted. This plan shall be reviewed annually and revised as needed. The DOE quality assurance directives and guidelines can be found at http://www.directives.doe.gov/.

PROPERTY REPORTS

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/property/980576e.pdf.

REPORT OF CONTRACTOR'S PROPERTY MANAGEMENT SYSTEM

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)

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)

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.management.energy.gov/documents/ppl970-3.pdf. 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

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 $50,000 or more. The suggested format for this report can be found in the NETL Property Handbook at http://www.netl.doe.gov/business/property/980576e.pdf. This report is due 2 years from award date and every 2 years thereafter.

REPORT OF PHYSICAL INVENTORY OF SENSITIVE ITEMS

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 $50,000.The suggested format for this report can be found in the NETL Property Handbook at http://www.netl.doe.gov/business/property/980576e.pdf. 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)

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.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORT

Frequency – Yearly (End of project year, see narrative for details) – Due 30 days after the end of the project year.

The contractor's demonstrated compliance with the rules, regulations and policies of the EEO laws, DOE EEO directives (DOE 311.1B) NETL EEO directions (orders, operating plans, and procedures) and other requirements pursuant to the Energy Policy Act of 2005, Public Law 109-58, enacted August 8, 2008.

The compliance report shall address the following areas:

1. Provide information and data analysis on contractor workplace by EEO categories (Blacks, Hispanics, Women, etc.) versus the Civilian Labor Force Index (CLF) for each category.

2. The number of EEO complaints file during the year. The required data should include information on the basis for the complaint and complaint disposition. The basis should include complaints with specific categories such as age, religion, color, natural origin, sexual orientation, race, gender, etc.

3. Provide information on disciplinary actions and their disposition. Disciplinary actions should be grouped into three categories: (1) verbal/written actions; (2) suspensions; and (3) terminations. All data should be grouped by race and gender.

4. Summary of outreach efforts to attract women and minorities for employment and the result of such efforts.

5. Description of programs or efforts to retain women and minorities in their workplace.

6. Description and number of hours of EEO/Diversity training provided to employees.

NATIONAL ENERGY TECHNOLOGY LABORATORY
COST MANAGEMENT REPORT

[1] Title:	Program and Performance Management	[2] Reporting Period:	7/30/2008 to 8/30/2008
[4] Participant Name and Address:	MY COMPANY, LLC	[5] Cost Plan Date:	10/01/2008 to 9/30/2009
	4567 Apple Lane, Anywhere, USA		

[3] Identification Number:	DE-FE0004002 Mod # A001
[6] Contract Start Date:	10/1/2008
[7] Contract Completion Date:	9/30/2011

Element Identification							Obligations			Plan		Accrued Costs						Projections			
												Reporting Period		FY to date		Cumulative to Date					
[8] CLIN/Task Number / Title	[9] Rev	[10] Approp Year	[11] Reporting Entity	[12] Program Number	[13] WFO Or Project No	[14] Local Use	[15] Prior FY Funding	[16] Current FY Obligations	[17] Total Obligations	[18] Approved FY Cost Plan	[19] Total Plan Value	[20] Actual	[21] Plan	[22] Actual	[23] FY Bal of Plan	[24] Actual	[25] Plan	[26] Open Commitments	[27] Next Month Plan	[28] FY Total Cost	[29] Funds Expiration
CLIN 01 Mission Specific Support																					
0005432.01	A	2008	220201	1610328		02863001	0	2,000	2,000	150,000	156,000	2,000	2,500	53,060	140,007	53,060	91,158	40,000	2,000	231,166	5/17/08
0005432.01	A	2008	220201	1610232		02863001	1,000	4,000	5,000	56,000	56,000	2,000	2,600	16,756	44,992	16,756	5,000	1	3	3	5/17/08
0005432.01	A	2008	220201	1610247		02863001		4,000	4,000	56,000	56,000	2,000	2,600	16,000	45,000	22	29	1	3	3	5/17/08
CLIN 01 TOTAL							*1,000*	*10,000*	*11,000*	*262,000*	*268,000*	*6,000*	*7,700*	*85,816*	*229,999*	*69,838*	*96,187*	*40,002*	*2,006*	*231,172*	
CLIN 02 Research Information Technology Support																					
0005432.02	A	2008	220318	1610328			120000		120,000	-	204,649	0	-	0	-	15,677	115,799	60,000	-	-	5/17/08
0005432.02	A	2008	220221	1610232			15000		15,000	-	164,085	0	-	0	-	12,568	92,846	1,000	-	-	5/17/08
0005432.02	B	2009	220318	1610232				15000	15,000	200,000	164,085	13,000	25,000	13,000	75,000	13,000	117,846	2,500	25,000	85,000	4/25/09
CLIN 02 TOTAL							*135,000*	*15,000*	*135,000*	*200,000*	*368,734*	*13,000*	*25,000*	*13,000*	*75,000*	*41,245*	*326,491*	*63,500*	*25,000*	*85,000*	
CLIN 03 Engineering Research																					
0005432.03	A	2008	220221	1720285			122,000	0	122,000	-	360,649	17,677	33,503	68,737	228,857	68,737	206,957	139,287	7,000	435,814	5/17/08
0005432.03	A	2008	220221	1610257			21,000	0	21,000	-	220,085	14,568	27,458	29,323	116,231	29,323	121,845	83,888	11,000	238,076	5/17/08
0005432.03	B	2009	220221	1720285				10000	10,000	350,000	720,649	20,000	25,000	20,000	325,000						
CLIN 03 TOTAL							*143,000*	*10,000*	*153,000*	*350,000*	*1,301,383*	*52,245*	*60,961*	*98,060*	*345,088*	*98,060*	*328,802*	*223,175*	*18,000*	*673,890*	
[30] Subtotal FE																					
[31] Subtotal NonFE																					
[32] Total																					

[33] Figures Expressed in: Whole Dollars

[34] Signature of Participant's Project Manager and Date

[35] Signature of Participant's Authorized Financial Representative and Date

[36] NOTES:

NATIONAL ENERGY TECHNOLOGY LABORATORY

Invoice/Staffing Data

[1] Participant Name and Address

[3] To: U.S. DOE - NETL
P. O. Box 10940
Pittsburgh PA, 15236

[4] Invoice No.

[5] Invoice Date:

[2] Contract No.:

[6] Billing Period:

					Current Period										Cumulative		
[7] Name	[8] Labor Category (E N/E) or Description	[9] Status	[10] Employer	[11] Current Rate	[12] Hours Worked of Available 160.00	[13] Total Cost Current Period	[14] Total FTE hours	[15] Labor by Site							[16] Hours	[17] Prev Costs	[18] Current Cost
								Mgn	Pgh	Tul	Alb	AK	Offsite				
[19] CLIN 01 Mission Specific Support																	
Jones, Tom	Program Mgt Support Specialist (E)	FT	ABC, Inc.	32.16	160.00	5,145.60	1.00	1.00							460.00	9,648.00	14,793.60
Lemon, Jason	Secretary 1 (NE)	FT	ABC, Inc.	25.65	160.00	4,104.00	1.00		1.00						460.00	7,695.00	11,799.00
Page, Sharon	Word Processing Operator 1 (NE)	FT	ABC, Inc.	27.13	152.00	4,123.76	0.95		0.95						452.00	8,139.00	12,262.76
Vernon, Greg	Word Processing Operator 1 (NE)	FT	ABC, Inc.	27.13	152.00	4,123.76	0.95		0.95						452.00	8,139.00	12,262.76
Palm, Karen	Clerk 1 (NE)	PT	XYZ Co.	28.02	80.00	2,241.60	0.50		0.50						380.00	8,406.00	10,647.60
	[20] TOTAL:				**704.00**	**19,738.72**	**4.40**	**1.00**	**3.40**					**0.00**	**2,204.00**	**42,027.00**	**61,765.72**
[21] (Planned/Actual Labor hours - Current XXX / XXX)																	
[22] (Planned/Actual Labor hours - Cumulative XXXX /XXXX)																	
[23] Other Direct Costs (ODCs)	[24] Description																
[25] Materials						100.00										100.00	200.00
[26] Travel						200.00										500.00	700.00
[27] Training						300.00										300.00	600.00
[28] Total ODCs						**600.00**										**900.00**	**1,500.00**
[29] Fee						100.00										50.00	150.00
[30] Total Cost &Fee						**20,438.72**										**42,977.00**	**63,415.72**

[31] Labor Summary by Program Number

CLIN	Program Number	Reporting Entity	Actual RP Cost	Mgn	Pgh	Offsite
0005432.01	1610328	220201	7,554	0.38	1.30	
0005432.01	1610232	220201	3,589	0.18	0.62	
0005432.01	1610323	220201	8,595	0.44	1.48	
Subtotal			**19,739**	**1.00**	**3.40**	

NATIONAL ENERGY TECHNOLOGY LABORATORY
Staffing Report Summary

[1] **Participant Name and Address**

[3] **To: U.S. DOE - NETL**
P. O. Box 10940
Pittsburgh PA, 15236

[2] **Contract No.:** DE-NT0005432

[4] **Reporting Period:**

[5] Contract: ABC	FTE Staffing Summary											
Program Area	[6] Program Direction	Coal Programs	Oil - Gas	Environmental Restoration	Clean Coal	CHRIS *(YN)* [(b)]	Mining	PMC [(c)]	Reimbursable and WFO	[7] Other Inst	[8] Non Inst	[9] Total
Program Numbers [(a)]	1610318-331	1610214-252 1610884-910 1610317 1610345	1610447-451 1610253-271 1610911-955 1610484-871 1610876-878	1610346-352	1610306-316 1610357-405	1713278-279 1714193 1721310 2221494-1554	1610303	1004170-224 1004241-400 1004402-572 1004577-593 1004609-663 1004665-900 1005098 2923835-3845 3123553-668 2220651-1068 2221134-1339 2221494-1554 1110486-678 1721119-26	1720285-936	1610276-303 1610317 1610686-688 1610703	1610305 1610334 1110449-466 1110499-678 1721119-24	FTEs
[10] MGN	0.82			0.18	1.25							2.25
PGH	2.78			0.62								3.40
TUL	0.50		0.50				0.30					1.30
ALB	0.00											0.00
AK												0.00
Offsite												0.00
[11] **TOTAL**	**4.10**	**0.00**	**0.50**	**0.80**	**1.25**	**0.00**	**0.30**	**0.00**	**0.00**	**0.00**	**0.00**	**6.95**

[12] Headcount Staffing Summary	
MGN	152
PGH	148
TUL	2
ALB	2
AK	1
Offsite	60
TOTAL	**365**

[(a)] Program numbers as assigned according to FY budget requirements.

[(b)] YN supports CHRIS (ITES contract only)

[(c)] Show FTEs for these Program Number Values ONLY if they are associated with Reporting Entities 6XX (ORD) and 4XX (OSAP); otherwise show under Non Inst

[(d)] Show FTEs for these Program Number Values ONLY if they are associated with Reporting Entities 6XX (ORD) and 4XX (OSAP) under Reimb & WFO

NATIONAL ENERGY TECHNOLOGY LABORATORY

FYXX SSC Organization Data

Submittal Date:	Source document:	Submitted by:	Contract:
1	2	3	4

[5] NETL Org ID (see NETL Codes Tab)	[6] NETL Organization Name	[7] Labor Category	[8] Last Name Employee	[9] First Initial Employee	[10] Contractor	[11] Company No. (see Company Key Tab)	[12] FTE Allocation	[13] Projected FYXX fully burdened yearly cost	[14] Location (see Help Tab)	NOT for contractor input. [15] Albany (A)	Alaska (AK)	PGH (P)	MGN (M)	Research Ridge (R)	Tulsa (T)	Offsite (O)	[16] Comments
	#N/A									0	0	0	0	0	0	0	
	#N/A									0	0	0	0	0	0	0	
	#N/A									0	0	0	0	0	0	0	
	#N/A									0	0	0	0	0	0	0	
	#N/A									0	0	0	0	0	0	0	
	#N/A									0	0	0	0	0	0	0	
	#N/A									0	0	0	0	0	0	0	
	#N/A									0	0	0	0	0	0	0	
	[17] GRAND TOTAL by location									0	0	0	0	0	0	0	
	[17] GRAND TOTAL all locations	0															

Following are the guide lines for your Excel data template

Keep the header line as it is in the ReportTable Sheet.
Following are the field name and definition of each of them.

Input columns
Not input column

Note	Field Name	Worksheet Cell	Status	Definition
	Report Table Tab			
1	Submittal date	B3	Required	Enter date you are submitting this deliverable.
2	Source document	C3	Required	Example: CMR, Monthly Invoice, Plan, etc.
3	Submitted by	D3	Required	List either company or person submitting information
4	Contract:	E3	Required	Enter the official contract number
5	NETL Org ID	A5	Required	Input code as per current NETL organization chart. Example 120, 300,311, etc. See NETL Codes worksheet tab for current NETL number. This column is formatted as a TEXT column.
6	NETL Organization Name	B5	Copy Formula	NOT for contractor data input. DO - Copy formula down rows as data is populated. Formula will fill in data.
7	Labor Category	C5	Required	Examples: Scientist 4, Secretary 1, etc.
8	Last Name Employee	D5	Required	Employee name -- use full last name Vacancies - should be listed in last name column as Vacancy, Vacancy1 Vacancy2, etc. (each vacancy adding to 1 FTE
9	First Initial Employee	E5	Required	Enter first initial of the employee. For employees with identical last names and first initial, use the second letter of the first name...
10	Contractor	F5	Required	Initials of contract company. I.E. RES, ITES, etc.
11	Company No.	G5	Required/Update	Click on the company key tab to obtain code number. DO update your sheet if necessary. See additional instructions on top of company key tab sheet. Color code number to match chart.
12	FTE Allocation	H5	Required	Enter FTE charged to the specific NETL division. Use 2 decimal places.
13	FYXX Fully burdened yearly cost	I5	Required	Enter FY projected fully burdened yearly cost. Keep in mind column H. If the FTE is .50 then this column should show an adjustment in salary
14	Location	J5	Required	Use a one or two character abbreviation matching the locations below. A = Albany AK -=Alaska M = Morgantown P = Pittsburgh R = Research Ridge T = Tulsa O = Offsite (capital letter O) (example: Denver, CO, Oak Ridge, TN, Washington, D.C., etc.)
15	Specific locations	J5-P5	Copy Formula	NOT for contractor data input. DO - Copy formula down rows as data is populated. Formula will fill in data.
16	Comments	Q3	Optional	Column for input of comments
17	Grand Total Row	Row after your input	Required	Total your rows for FTE allocations. Columns H and J thru P. Formula may already be there, check for correctness.
	Company Tab			
	Column A	A	Required	Add, delete, change the number etc. BUT follow the numbering sequence of 3 alpha and up to 2 numeric.
	Column B	B	Required	

NETL No.	NETL Organization Name
100	Office of the Director
110	Office of Chief Council
120	Office of Public Affairs Coordination
130	Albany Site Office
200	Strategic Center for Natural Gas & Oil
211	Natural Gas & Oil Project Management Div
211A	Ultra-Deep Consortium Management Team
211B	Methane Hydrates Management Team
211C	Unconventional Oil & Gas Management Team
211D	Energy Infrastructure Analysis Team
300	Strategic Center for Coal
310	Office Coal Power R&D
311	Environment & Climate Div
312	Gasification & Fuels Div
313	Power Systems Div
314	Advanced Energy Initiatives Div
320	Major Demonstrations
321	Major Projects Div
400	Systems, Analysis & Planning
400A	Systems Team
400B	Situational Analysis Team
400C	Benefits Team
400D	University Partnerships
500	Project Management Center
510	Buildings & Industrial Technologies Div
520	Power & Vehicles Technologies Div
530	Technical & Project Management Div
530A	Office of Elec Delivery & Energy Reliability OE-40
540	Intergovernmental Projects & Outreach Div
600	Research and Development
605	Earth & Mineral Science Div
610	Separation & Fuels Processing Div
620	Energy System Dynamics Div
630	Engineering Research Div
640	Environmental Science Div
650	Geosciences Div
660	Chemistry & Surface Science Div
670	Computational Science Div
680	Materials Performance Div
690	Process Development Div
700	Institutional & Business Operations
700A	RDS Business Office Support
710	Acquisition & Assistance Div
715	Information Technology Div
720	Financial Management Div
725	Environment, Safety & Health Div
725A	Safeguards & Security Team
730	Human Resources Div
735	Site Operations Div
740	Administrative Support Div

Intranet Link: Chart

800	Crosscutting Functions
800A	Compliance Review/Performance Measurement
800B	Site Support Contract Management Team

Please update your information. The following information was your list from your previous submittal. Add number etc. BUT follow the numbering sequence of 3 alpha and up to 2 numeric.

JFC1	My Company Inc.	JFC	Blue

NOTE: Company names are fictional and used for example purposes only.

, delete, change the

National Energy Technology Laboratory (NETL)
Subcontract Report

Reporting Period:
Contract Title:
Contract Number:

SubContractor	Address	City	State	Country	Zipcode	CLIN/Task/Subtask #	Period of Performance	Dollar Value	Status (Active/ Inactive)
JC Consultants	1510 Pike St.	Erie	PA	USA	15002	CLIN 003	1 Oct - 30 Nov 08	$100,525.00	Active
Jones Brothers	2657 West Main	Morgantown	WV	USA	26555	CLIN 002	12 Jul - 30 Jul 08	$525.00	Inactive

NOTE: Company information is fictional and used for example purposes only.

AWARD FEE PERFORMANCE EVALUATION PLAN (PEP)

A) BACKGROUND

1) This plan describes the process for administering the award fee provisions of the contract and provides the standardization necessary 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) Allow the Contractor to earn fee commensurate with performance expended against performance expectations and measures. Optimum performance represents the most favorable degree of performance obtainable given the Contractor's resources.

2) Each award fee evaluation period will be in accordance with contract Part I, Section B, "Distribution of Performance Award Fee."

3) The following matters, among others, are covered in the contract:

   a) The term of the contract is three (3) years, with one (1), twenty-four (24) month option.

   b) 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.

   c) The estimated cost and total award fee pool will be established in accordance with Part I, Section H, "Performance Based Award Fee" of the 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 and conditions of this contract.

   e) The FDO may unilaterally make changes to this plan.

B) STRUCTURE FOR AWARD FEE ADMINISTRATION

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

1. Fee Determination Official (FDO)

   a) The FDO is the Director of the National Energy Technology Laboratory (NETL) who is the Head of the Contracting Activity.

   b) Primary responsibilities of the FDO include

      (1) Determining the Contractor's evaluated award fee for each evaluation period.

      (2) Authorizing changes to this plan.

2. Performance Evaluation Board (PEB)

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

   a) Chairperson and Membership

The Chairperson of the PEB will be a member of the Senior NETL staff and will be designated by the FDO. Membership of the PEB will consist of the Chairperson, the Contracting Officer, the Contracting Officer's Representative (COR), and a representative from each of the primary organizations using this contract as designated by the PEB Chairperson. The Government may change the membership without advance notice to the Contractor.

b) Performance Rater (PR)

PRs will include those NETL staff with management responsibility over some portion of the work performed under the contract. Hence, the PRs may include such NETL staff as the DOE Contracting Officer's Representative (COR), the Task Contracting Officer's Representatives (TCOR), and the Subtask Contracting Officer's Representatives (SCOR). The Technical Project Monitors (TPM) may be required to provide technical performance input/recommendations to their respective PR. The Government may change the PR without advance notice to the Contractor.

PRs will be responsible for evaluation and assessment of the Contractor's Task Performance during the rating period and documenting results at the end of each evaluation period.

The PRs will:

1) coordinate with the necessary personnel (i.e. TPM, subject matter experts, program/project managers, technology managers, ES&H staff, NETL Site Support Financial Coordinator, and NETL financial analysts) to develop the performance score and supporting documentation;

2) may recommend a score on overall management effectiveness to the PEB and FDO, and;

3) meet with the Contractor to discuss and/or review progress on a regularly scheduled basis during the evaluation period.

C. EVALUATION OF THE CONTRACTOR'S PERFORMANCE

1. Rating Plan - The Contractor's performance shall be evaluated and rated according to this Performance Evaluation Plan. The Performance Measures, Evaluation Factors, and Scoring are attached as Exhibit E-1. Exhibit E-1 is a basis for translating performance scores into an award fee for the FDO's consideration regarding the amount of award fee earned. In no way does it impose a requirement that the FDO accept this recommendation as a determination of the amount of award fee warranted for the Contractor's performance during an evaluation 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 twenty five (25) calendar days** after the end of the evaluation period, the Chairperson of the PEB will present the draft evaluation findings to the FDO. The Chairperson of the PEB and DOE COR will resolve issues resulting from the FDO review and present the draft evaluation report to the contractor no later than thirty calendar days (30) after the end of the evaluation period. The findings will be based on information generated from the Performance Raters of each task/subtask.

b) The Contractor will be given an opportunity to submit comments to the PEB within **five (5) calendar days** after NETL's initial 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 Chairperson, 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

PERFORMANCE MEASURES, EVALUATION FACTORS, AND SCORING

PERFORMANCE OBJECTIVES AND PERFORMANCE MEASURES

A Performance Objective is defined as "A statement of outcome or results expected for the work accomplished under the Tasks issued under the contract".

The Performance Objectives to be evaluated under this contract are identified below. The weights for each Performance Objective are as indicated.

Performance Objective Number	Performance Objective Description	Performance Objective Weight
1	Effective Task Performance	[redacted]
2	Effective Management Performance	[redacted]
	Total	100%

A) Performance Objective No. 1 – Effective Task Performance

The performance requirements for the tasks shall be generated by the Government, in collaboration with the Contractor. Each performance requirement will contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

Performance Metric - The critical few characteristics or aspects of achieving the objective that will be monitored by the Government, i.e., those things about which the Government will be gathering data for the purpose of evaluating the performance of the Contractor.

Performance Measure – The attribute of the performance metric that will be evaluated relative to the performance expectation.

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

Task Performance will be rated at the task order level. At a minimum, all tasks will contain the following performance metrics and performance requirements. Additional performance metrics will be determined by mutual agreement of the Government and the Contractor prior to the beginning of an evaluation period. The following table defines the predetermined metrics:

PERFORMANCE REQUIREMENTS SUMMARY TABLE		
Performance Metric	Performance Measure	Performance Expectation
Work Quality	DOE will assess the degree to which work products are accurate (i.e., free of typographical, grammatical, mathematical, and conceptual errors), complete and relevant with regard to DOE requests, professional in appearance and format, and accepted by DOE without revision.	Work products are (1) always accurate, complete, relevant, and professional, and are (2) always accepted without revision (or minor revisions).
Schedule Control	DOE will assess the timeliness of deliverables,	Milestones, deliverables and DOE

	completion of milestones, and responsiveness to DOE requests.	requests are always completed on time.
Cost Control	DOE will assess adherence to budgets and accuracy of cost estimates, or range of cost variance.	Work is always within budget, costs are always accurately estimated, and cost control measures have been effectively demonstrated.

Performance requirements will be established at the beginning of the performance evaluation period or at the inception of each task order issued and may be adjusted through a bilateral change during an evaluation period. Task CORs will also assign a weighting factor to each performance metric selected for the task. The sum of the individual weights of the performance metrics will total 100% for Task Performance and represents [redacted] of the overall score assigned to a task. A minimal weight of [redacted] is required each for Work Quality, Schedule Control, and Cost Control. Task CORs, in collaboration with the Contractor, subject to the approval of the Contracting Officer, may develop no more than two (2) additional performance metrics for the individual task orders issued and define the appropriate performance expectations. All performance metrics must be documented within the task order and awarded within the performance evaluation period.

1) **Evaluation and Scoring of Performance Objective No. 1**

Evaluation of the Task Performance will be conducted at the task level. The Government and the Contractor will define the acceptable level of quality prior to the start of the evaluation period for the metric to determine a numeric score. All metrics will contain three acceptable levels of performance and a fourth level that is considered unacceptable. The highest level of performance is assigned a numeric value of 1, with the next lesser levels with a value of 0.8 and 0.5 and unacceptable performance a value of 0. Whenever possible, the contractor will be assigned the responsibility of maintaining and conducting the surveillance measurement in accordance with their established QA/QC procedures. The table below is an example of the approach to scoring individual performance measures for a task. Note that while this example illustrates a single performance measure for each of the three Government-required performance metrics it is probable that two additional performance measures may be defined, measured and scored. To effectively measure the acceptability of task order execution it is critical that the Government and the Contractor establish a common understanding of these performance requirements.

Performance Metric	Performance Measure	Performance Measurement Definition	Surveillance Measurement	Acceptable Level of Performance	Score
Work Quality	Final Product Acceptance	DOE will assess the final product acceptance level by the end user. (DOE expects high quality products and support services and does not intend to conduct interim reviews with associated revisions).	Product acceptance by the appropriate end-user (internal or external). Contractor shall maintain a product acceptance log. The DOE COR will provide the contractor the final product acceptance level.	Exceptional Performance – 98% of the identified final products are considered fully acceptable (or require only minor revisions) by the end user.	1.0
				High Performance – 90 - 97% of the identified final products are considered fully acceptable (or require only minor revisions) by the end user.	0.8
				Average Performance – 80 – 89% of the identified final products are considered fully acceptable (or require only minor revisions) by the end user.	0.5
				Unacceptable Performance – less that 80% of the identified final products are considered fully acceptable (or require only minor revisions) by the end user.	0.0

Schedule Control	Scheduled Product and Milestone Delivery	DOE will assess the timeliness of the submission of deliverable products and milestones. The deliverables and milestones to be assessed will be mutually agreed upon by DOE and the contractor (final approval by the Contracting Officer) and specified in the High Level Metrics Reporting Plan.	Annual deliverables and milestones log maintained and documented by the contractor – and verified by the DOE COR.	Exceptional Performance – 98% (or higher) of identified deliverables and milestones are provided on time.	1.0
				High Performance – 95 - 98% of identified deliverables and milestones are provided on time.	0.8
				Average Performance – between 90 to 95% of identified deliverables and milestones are provided on time.	0.5
				Unacceptable Performance – less than 90 % of the identified deliverables and milestones are provided on time.	0.0
Cost Control	Actual Cost and Estimated Cost Comparison	DOE will assess adherence to budgets and accuracy of cost estimates, or range of cost variance.	The DOE COR will compare the contractor's estimated task costs with the actual incurred costs.	Exceptional Performance – Actual costs are within +/- 5% of the planned work budgets.	1.0
				High Performance – Actual costs are within +/- 10% of the planned work budgets.	0.8
				Average Performance – Actual costs are within +/- 15% of the planned work budgets.	0.5
				Unacceptable Performance – Actual costs are greater than +/- 15% of the planned work budgets.	0.0
One or Two Additional Performance Measures to be Mutually Agreeded Upon by DOE and the Contractor as approved by the Contracting Officer through the High Level Metrics Plan.	TBD	TBD	TBD	Exceptional Performance – TBD.	1.0
				High Performance –TBD.	0.8
				Average Performance – TBD.	0.5
				Unacceptable Performance – TBD.	0.0

2) Generation of Overall Performance Objective No. 1 Score

The overall Task Performance Score (TPS) will be between 0 and 1 for each task order issued. The TPS for each task order will be determined by aggregating individual performance metric scores.

The overall Performance Objective No. 1 score will be determined by multiplying the TPS for each task order and the Performance Objective Weight (i.e., [redacted]).

The following table provides an example of how the individual TPS will be calculated based on weighted measures: Assigned weights for work quality, schedule control and cost measures shall be no less than 20% each.

Measure	Assigned Weight	Score	Weighted Score
Work Quality	[redacted]	1	[redacted]
Schedule Control	[redacted]	1	[redacted]
Cost Control	[redacted]	0.5	[redacted]
Other Measures	[redacted]	1	[redacted]
Total	100%		[redacted]

B) PERFORMANCE AREA NO. 2 – EFFECTIVE MANAGEMENT PERFORMANCE

The evaluation of this performance will include all aspects of the contract performance including cost effectiveness. Effective Management Performance will be evaluated by the FDO. Contract and task related input will be provided by the Contracting Officer, Contract COR, and PEB Chairperson. The objective of this performance area is to validate and enhance the Contractor's performance of the specific management functions which are identified in the evaluation factors and which are essential to effective and efficient management of the contract and its task order(s).

1) Evaluation Factors for Effective Management Performance

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

a. **PROBLEM RESOLUTION.** Proactively identifies potential problems and promptly corrects or eliminates undesirable conditions. When reacting to a problem identified outside the contract, the issue is addressed quickly and responses are well thought out. Resolutions are shared with the appropriate individuals in a timely manner. This includes the evaluation of alternative methods, processes, or procedures to accomplish overall requirements within the planned schedule and budget.

b. **COORDINATION/COMMUNICATION.** Effectively coordinates on-site and off-site support of the contract work tasks, including principal subcontractors and vendors. Effectively communicates with other site support contractors, DOE employees and management to promote successful completion of work tasks.

c. **INNOVATION AND VALUE ENGINEERING.** Uses innovation to recommend actions or plans for DOE approval which substantially increase the value of support services through cost reduction and/or improvement of results. Value engineering techniques and principles are used to ensure the best economical engineering solutions are achieved.

d. **FINANCIAL AND MANAGEMENT REPORTING.** Provides accurate and timely cost data, contractual reports, invoices, plans, and proposals per the contract's terms and conditions.

e. **CONTRACT ADMINISTRATION.** Complies with the contract's terms and conditions affecting the contract (e.g., cost, EEO, issuance of limitation of cost letters on a task and subtask basis). Submits accurate and timely reporting requirements (e.g., proposal submissions, subcontract consent documentation, property reports, financial management reporting requirements). Responsive to requests for change proposals and project plans. Submits timely, complete proposals and is cooperative in negotiating changes. Includes coordination and cooperation with third party NETL contractors who do not have a contractual relationship with the Contractor.

f. **COST EFFECTIVENESS.** Develops and implements practices and processes resulting in cost efficiencies.

g. **MANPOWER MANAGEMENT.** Manages direct and indirect labor and other costs as identified in the authorized plans to successfully complete work tasks. The demonstrated ability to manage the Contractor labor pool such that the proper skill mix is available to identify and address requirements; the labor pool is fully occupied and engaged; and labor and other direct costs are managed as identified in the task's or subtask's authorized plan.

h. **ENVIRONMENT, SAFETY, AND HEALTH (ES&H).** The demonstrated ability to:

1. Comply with contractually identified Federal, State, and local ES&H requirements and NETL's ES&H directives.
2. Develop, implement, and maintain the contractor's ISM plan.
3. Apply ISM's seven principles and five functions in the planning, budgeting, execution, and improvement of its management and work activities.
4. Support NETL's ES&H objective and targets.
5. Support NETL's ISO 14001 and OHSAS 18001 certifications.

i. **RISK MANAGEMENT.** The demonstrated ability to ensure risk is managed such that services provided, managed, and supported are reliable, their availability is maximized, and their performance is optimized.

j. **PARTNERSHIPS.** The demonstrated ability to develop partnerships that complements, advances, or augments NETL's scientific and technological capabilities. Partnership significance criteria will be described in the ordering document.

The Effective Management Performance Score (EMPS) will be assigned by the FDO based on the breath and depth of the objective evidence obtained from the contractor, as verified by the observed performance from the PEB Chairperson, Contracting Officer, Contract COR, and Task CORs. This score will represent performance at the contract level, relative to all ten (10) evaluation factors. The performance score is multiplied by [redacted]—this performance area determines [redacted] percent of the fee received—for input into the final performance number for determining fee. The following table addresses the level of performance needed to achieve each score.

EFFECTIVE MANAGEMENT PERFORMANCE [redacted]				
Task Area	**Weight**	**Expectation**	**Level of Performance**	**Score**
Assessed at the contract level	1.0	Demonstrated ability to effectively manage the ten (10) evaluation factors identified, based on objective evidence.	Exceptional : 100% demonstration—all factors objectively demonstrated	1.0
			High Performance - Widespread demonstration (high majority of factors objectively demonstrated)	0.8
			Average Performance - Good demonstration (majority of factors objectively demonstrated)	0.5
			Marginal Performance - some factors objectively demonstrated	0.2
			Unacceptable Performance – Performance does not meet most contractual requirements and recovery is not likely in a timely manner.	0.0

2. **Generation of Performance Area No. 2 Score**

The Performance Area No. 2 score will be determined by multiplying the EMPS with its Performance Area Weight (i.e., [redacted]).

C) CALCULATION OF OVERALL PERFORMANCE SCORE

The Overall Performance Score for each task order will be determined by adding the Performance Area No.1 score and the Performance Area No.2 score.

D) AWARD FEE

The Overall Performance Score for each task order will be a value between 0 and 1. These values will not be rounded, but will be truncated at three (3) significant figures. Values less than 0.5 (e.g. 0.498) will not be rounded upward. This value will be converted to a percentage and used as the Award Fee Percentage. No Award Fee will be distributed for percentages below 50%. A performance rating score of 0 in any category for any task may result in an overall zero dollar award fee for the period.

LABOR CATEGORIES AND QUALIFICATIONS

Labor Category	Qualifications
Program Manager	Master's degree in Engineering (MSE), Business Administration (MBA), Public Administration (MPA) or (or equivalent) study and a minimum of twenty (20) years of paid work experience in program or project management.
Project Manager	Bachelor's degree in business administration, engineering, and other science related field (or equivalent) and at least ten (10) years paid work experience in project or technical management.
Junior Management Analyst	Bachelor's degree (or equivalent) in business administration or other related field and least two - four (2-4) years work experience in conducting analyses in program management.
Engineer/ Scientist 1	Entry level professional position requiring a Bachelor's degree or equivalent.
Engineer/ Scientist 2	Bachelor's degree required. Two (2) years of professional experience specifically associated with federal government administration, or with scientific/technical programs.
Engineer/ Scientist 3	Bachelor's degree required. Five (5) years professional experience or proven equivalent ability required.
Engineer/ Scientist 4	Bachelor's degree required. Over five (>7) years professional experience or proven equivalent ability required.
Engineer/ Scientist 5	Bachelor's degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. At least eleven (11) years of job-related experience; or a Master's degree and six (6) years of job-related experience; or a Ph.D. and three (3) years of job-related experience. A Professional Engineer's license may substitute for two (2) years of experience.
Engineer/ Scientist 6	Bachelor's degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Good communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least fifteen (15) years of job-related experience, or a Master's degree and ten (10) years of job-related experience, or a Ph.D. and seven (7) years of job-related experience. A Professional Engineer's license may substitute for two (2) years of experience. 1. Broad responsibility for providing technical and management input and leadership to complex projects and issues. 2. Operates with board latitude and in direct support to project, program and technical leadership on a project. May have direct interaction with the client in conjunction with project or program leadership. 3. Guided by contract scope and definitions, company policy, and industry standards and norms. Serves as a liaison to industry counterparts in support of program activities. 4. Is a recognized leader in their field and supports staff responsible for managing programs by providing input to complex projects and issues. 5. Confers with project leaders to provide technical and business advice and to assist with problem resolution.
Engineer/ Scientist 7	Bachelor's degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Excellent communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least twenty (20) years of job-related experience, or a Masters Degree and fifteen (15) years of job-related experience, or a Ph.D. and twelve (12) years of job-related experience. A Professional Engineer's license may substitute for two (2) years of experience. 1. Broad responsibility for providing technical and management input and leadership to complex projects and issues.

	2. Operates with board latitude and in direct support to project, program and technical leadership on a project. May have direct interaction with the client in conjunction with project or program leadership. 3. Guided by contract scope and definitions, company policy, and industry standards and norms. Serves as a liaison to industry counterparts in support of program activities. 4. Is a recognized leader in their field and supports staff responsible for managing programs by providing input to complex projects and issues. 5. Confers with project leaders to provide technical and business advice and to assist with problem resolution.
Engineer/ Scientist 8	Master's degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Excellent communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least twenty (20) years of job-related experience, or a Ph.D. and seventeen (17) years of job-related experience. A Professional Engineer's license may substitute for two (2) years of experience. 1. Broad responsibilities for the effective management of corporate, program and project funds and personnel, and is accountable for the quality and timely delivery of contract deliverables. 2. Operates with board latitude and in direct interaction with the client. Guided by contract scope and definitions and company policy. Serves as focal point for program activity definition and execution and as a focal point for establishment of and monitoring to compliance to company policies. 3. Ensures that all reasonable resources including personnel, standards, physical assets, and facilities are available for program implementation. 4. Manages programs consisting of multiple projects including project definition, design, development and delivery. Directs the performance of a variety of projects and monitors for compliance to contract and company policies. 5. Maintains the development and execution of business opportunities based on broad, general guidance. Oversees and is responsible for marketing and follow-on activities as well as the allocation of resources within projects. 6. Confers with project leaders to provide technical and business advice and to assist with problem resolution.
Business/ Engineering Analyst 4	Bachelor's degree required. Over ten (>10) years professional experience working in areas such as, but not limited to strategic and business planning, systems alignment, performance measures and indicators, process and productivity improvement or proven equivalent ability required.
Business/ Engineering Analyst 5	Master's degree required. Fourteen (14) years professional experience working in areas such as, but not limited to strategic and business planning, systems alignment, performance measures and indicators, process and productivity improvement or proven equivalent ability required. Computer literacy required. 1. Performs a variety of broadly defined tasks, either independently or under supervision. 2. Plans and performs research, design, development, and other assignments in conformance with industry, professional and contract standards. 3. Supervises a team through the completion of an assignment in a project or technical leadership role. 4. Responsible for major technical/engineering projects of higher complexity and importance than those normally assigned to more junior staff. 5. Coordinates the activities of more junior staff assigned to the project.
Junior ES&H Specialist 4	Bachelor's degree in planning, biology, natural resource management or related field; master's degree preferred. At least nine (9) years of applicable experience, this includes supervisory or managerial experience. Some certifications required.
Senior Cost Engineer/ Economist	Bachelor's degree in business engineering, science, economics or mathematics with eight (8) years of cost estimating, scheduling, budgeting, cost analysis, operations research or engineering experience. Two (2)years of the experience must have been in a

	leadership/management role. A professional certification or registration along with advanced education is desirable.
Cost Engineer/ Economist	B.S. degree in engineering, architecture, economics, mathematics, or related discipline or equivalent years of education and relevant experience. A professional certification or registration along with advanced education is desirable.
Business Risk/.Engineer Analyst 4	Bachelor's degree in engineering, mathematics, environment or related field. Ten (10) years of job-related experience is required. 1. Performs a variety of broadly defined tasks, either independently or under supervision. 2. Plans and performs research, design, development, and other assignments in conformance with industry, professional and contract standards. 3. Supervises a team through the completion of an assignment in a project or technical leadership role. 4. Responsible for major technical/engineering projects of higher complexity and importance than those normally assigned to more junior staff. 5. Coordinates the activities of more junior staff assigned to the project. 6. May perform other duties as assigned.
Senior Safeguard & Security/Export Control Analyst	Bachelor's degree from accredited college, or equivalent. Degree in business, engineering or related technical degree preferred. Over six (>6) years of experience managing and administering safeguard and security and export compliance programs. Equivalency: Master's degree with two to three (2-3) years experience. Must be well versed in all aspects of rules, regulations and laws inclusive of the ITAR and EAR. Export compliance experience in the Military/Aerospace Industry desired. Must be eligible to obtain DoD and/or DOE Security Clearance and a U.S. Citizen or Permanent Resident. 1. Works under the guidance and supervision of more senior staff and has no latitude for independent action or decision. 2. Assists in defining and executing various activities within a project. Project activities may include planning, performance management, test and validation, bench studies, engineering and development. 3. Develop and staff a project management plan. 4. Supports more senior staff as required. 5. Analyzes and develops documentation detailing various aspects of the project.
Quality Assurance/ Control Specialist 3	Bachelor's degree with at least six (6) years of experience in quality assurance and quality control or related discipline. At least three (3) years experience should be in verification and validation, testing and integration, and metrics, and their application to quality assurance.
Technical Communications Specialist 3	Bachelor's degree required. Five (5) years professional experience or proven equivalent ability required.
Technical Communications Specialist 4	Bachelor's degree required. Over five (>5) years professional experience or proven equivalent ability required. 1. Performs routine and complex evaluations of conceptual and actual procedures, processes, technologies, techniques, models and systems. 2. Prepare charts, work breakdown structures, tables, graphs and diagrams to support problem analysis and communications. 3. Performs business and finance functions including project control, project accounting and analysis, project planning, scheduling and estimating.
Technical Communications Specialist 7	Master's degree. Over fourteen (>14) years professional experience or proven equivalent ability required. 1. Performs a variety of broadly defined tasks, either independently or under supervision. 2. Plans and performs research, design, development, and other assignments in conformance with industry, professional and contract standards. 3. Supervises a team through the completion of an assignment in a project or technical leadership role. 4. Responsible for major technical/engineering projects of higher complexity and

	importance than those normally assigned to more junior staff. 5. Coordinates the activities of more junior staff assigned to the project.
Administrative Specialist 2	A high school diploma is required. At least two (2) years of related work experience is preferred, with at least a typing speed of at least 60 wpm for word processors.
Administrative Specialist 3	Bachelor's degree. At least five (5) years of related work experience is preferred, with at least a typing speed of at least 60 wpm for word processors. 1. Provides administrative-type support to technical and management staff. 2. Coordinates and plans office or project administration and support. 3. Provides documentation planning and support, project adminstration, event planning and administration, data input and manipulation, and other support functions. 4. Assists in the collection and organization of information and other data required for document preparation, training, reports and deliverables.
Administrative Specialist 4	Associate degrees or equivalent. Over ten (10) years of related work experience is preferred, with at least a typing speed of at least 60 wpm for word processors.