

2. Contract No. 3. Solicitation No. DE-RP36-04GO94027 4. Solicitation Type: Sealed Bid (IFB) Negotiated (RFP) 5. Date Issued: October 6, 2004 6. Requisition/Purchase No. 36-04GO94027.000

7. Issued By: U.S. DEPT OF ENERGY, GOLDEN FIELD OFFICE, 1617 COLE BOULEVARD, GOLDEN, CO 80401-3393 Code 8. Address Offer To (If other than item 7) Code: Proposals must be submitted through the DOE Industry Interactive Procurement System at <http://e-center.doe.gov>.

NOTES: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". This acquisition is 100% Set-aside for 8(a) Small Business concerns. The NAICS Code is 561210 (See Section K.K.9).

9. Sealed offers in original and N/A copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in N/A until See Section L, L.14.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. Note: This acquisition is 100% Set-aside for 8(a) Small Business concerns. NAICS Code is 561210 (See Section K, K.9).

10. For Information Call: A. Name: Submit all questions through IIPS. B. Telephone No. (include area code) (NO COLLECT CALLS): Submit all questions through IIPS.

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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within See K.14 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)

10 Calendar Days	20 Calendar Days	30 Calendar Days	Calendar Days
%	%	%	%

14. Acknowledgment of Amendments
The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.

Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror: Code Facility 16. Name and Title of Person Authorized to Sign Offer (Type or print)

15B. Telephone No. (Include area code) 15C. Check if Remittance Address is different from above. Enter such address in Schedule. 17. Signature 18. Offer Date

19. Accepted as to Items Numbered 20. Amount 21. Accounting and Appropriation To be cited on individual task orders

22. Authority for Using Other Than Full and Open Competition: 10 U.S.C. 2304 (c) 41 U.S.C. 253 (c) (5) 23. Submit Invoices to Address Shown in (4 copies unless otherwise specified) Item G. 2

24. Administered By (If other than Item 7) Code Payment Will be Made By Code

26. Name of Contracting Officer (Type or print) 27. United States of America (Signature of Contracting Officer) 28. Award Date

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. Schedule of Supplies or Services Being Acquired

(a) The Contractor shall provide administrative and technical support services for the Golden Field Office (GO) described in the Statement of Work through the use of Task Orders for a base period of two (2) years beginning March 2, 2005 through March 1, 2007, with three one-year option periods.

(b) In order to meet the requirements of each Task Order, the Contractor shall provide the necessary labor from the labor categories set forth in Section J, Attachment E. Other Direct Charges (ODC), and travel costs, charged in accordance with the Federal Travel Regulations, will be approved and invoiced on an as needed basis. No fee will be associated with these costs.

(c) All work under this contract shall be based on Task Orders issued and authorized by the Contracting Officer, as detailed in the clause in Part I, Section H, entitled "Ordering Procedures." In addition to the services/effort specified in the Task Orders, the Contractor shall provide the reports and other documentary deliverables stipulated in the Task Orders (if any).

B.2. Estimated Cost Plus Fixed Fee

CLIN 0001 -- Golden Field Office --Base Period (March 2, 2005 - March 1, 2007)

Estimated Cost		
Fixed Fee		REDACTED
Total Estimated Cost Plus Fixed Fee	\$6,190,900.49	EXEMPTION 4

CLIN 0002 -- Golden Field Office --Option Period 1 (March 2, 2007 - March 1, 2008)

Estimated Cost		
Fixed Fee		REDACTED
Total Estimated Cost Plus Fixed Fee	\$3,212,007.33	EXEMPTION 4

CLIN 0003 -- Golden Field Office -- Option Period 2 (March 2, 2008 - March 1, 2009)

Estimated Cost		
Fixed Fee		REDACTED
Total Estimated Cost Plus Fixed Fee	\$3,292,307.51	EXEMPTION 4

CLIN 0004 -- Golden Field Office -- Option Period 3 (March 2, 2009 - March 1, 2010)

Estimated Cost		
Fixed Fee		REDACTED
Total Estimated Cost Plus Fixed Fee	\$3,374,615.20	EXEMPTION 4

B.3. Performance-based Incentive Fee

An incentive fee based upon performance measures incorporated into the SOW will be paid on an annual basis for work provided under the contract that exceeds performance expectations in accordance with the Section H clause entitled "Performance-based Incentive Fee. The performance based incentives will be defined and negotiated after contract award for application to appropriate areas of the SOW. Such areas may include IT, Procurement, Records Management, Distribution Support, and Data Input.

1. Golden Field Office --Base Period (March 2, 2005 - March 1, 2007)

Base period year one performance-based incentive fee
Base period year two performance-based incentive fee

REDACTED
EXEMPTION 4

2. Golden Field Office --Option Period 1 (March 2, 2007 - March 1, 2008)

Option period one performance-based incentive fee

REDACTED
EXEMPTION 4

3. Golden Field Office -- Option Period 2 (March 2, 2008 - March 1, 2009)

Option period two performance-based incentive fee

4. Golden Field Office -- Option Period 3 (March 2, 2009 - March 1, 2010)

Option period three performance-based incentive fee

REDACTED
EXEMPTION 4

B.4. Level of Effort/Direct Productive Labor Hours (DPLH)

(a) The Contractor's obligation under this contract is to diligently pursue all required work described in the Statement of Work attached to this contract within the estimated cost and fixed fee specified in clause B.2, and to provide all reports that are specified in the Reporting Requirements Checklist or as stipulated in the Task Orders (if any). The following levels of effort are the Government's best estimate of the effort required to fulfill those requirements, and are provided as a baseline figure only:

	<u>Golden Field Office</u>	
Base Period (24 months)	<u>184,240 DPLH</u>	(estimated)
Option Period 1 (12 months)	<u>92,120 DPLH</u>	(estimated)
Option Period 2 (12 months)	<u>92,120 DPLH</u>	(estimated)
Option Period 3 (12 months)	<u>92,120 DPLH</u>	(estimated)

(b) In the performance of this contract, the Contractor shall provide the estimated DPLH specified herein. DPLH are defined as actual work hours, exclusive of vacation, sick leave, holidays, and other absences. If, during the base term or any option term of this contract, the estimated number of DPLH are not sufficient to provide the Government's support requirement for the entire term, the Government may require an increase in the estimated DPLH. The term of the contract is defined as the base period of performance, plus any option periods that have been exercised. Notwithstanding the estimated DPLH, the term of the contract shall prevail, and the contractor shall be required to provide all the DPLH needed to complete the contract. The contractor shall not exceed the estimated DPLH unless specifically authorized in writing by the Contracting Officer.

(c) In the event the Contractor is required to furnish an effort less than 90 percent, or greater than 110 percent of the estimated DPLH for any contract performance period, the fixed fee for that performance period shall be equitably adjusted. The Contractor is not authorized to exceed 110% of the originally estimated level of effort without a written modification to the contract. The Contractor agrees to promptly enter into negotiations for such an increase in DPLH, and any contract modification resulting from such negotiations shall provide for adjustments in the estimated cost, fixed fee and DPLH. If the total effort provided by the Contractor during any contract period is between 90 and 110 percent of the estimated DPLH for that contract period, the fixed fee set forth in Section B for that contract period shall not be adjusted. Any fixed fee adjustments shall be based solely upon the differences between the effort actually provided and 90 percent or 110 percent of the estimated DPLH for that contract period. An appropriate adjustment to the fixed fee will be negotiated for the additional effort. However, under no circumstances shall the adjusted fee be on a cost plus percentage of cost basis.

B.5. Limitation of Funds

Pursuant to the clause entitled "Limitation of Funds," total funds in the amount of \$ __TBD_ have been allotted for obligation and are available for payment of allowable costs, fixed fee, and performance based incentive fee to be incurred from the effective date of this contract through the period estimated to end September 30, 2005.

B.6. Annual Indirect Rate Submissions

Annual indirect rate submissions shall be in accordance with the Section I clause entitled "Allowable Cost and Payment, Alternate II."

B.7. Special 8(a) Conditions for Direct Award (JUNE 1998)

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

U.S. Small Business Administration
Tennessee District Office
50 Vantage Way, Suite 201
Nashville, TN 37728

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

(c) The contractor agrees:

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

(2) To adhere to the requirements of 52.219-14, Limitations on Subcontracting.

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1. SPECIFICATIONS /STATEMENT OF WORK - ADMINISTRATIVE AND TECHNICAL SUPPORT SERVICES FOR THE GOLDEN FIELD OFFICE

C.1. See Section J, Attachment A

SECTION D - PACKAGING AND MARKING**D.1. PACKAGING**

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

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

D.2. MARKING

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

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided in accordance with Clause G.1., Contract Administration for the Government.

SECTION E – INSPECTION AND ACCEPTANCE

E.1. 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.

(End of clause)

E.2. INSPECTION AND ACCEPTANCE

- (a) 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 identified by separate letter.
- (b) Acceptance of all items and or work effort under this contract (including reporting requirements) shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by separate letter.
- (c) Additional inspection requirements may be identified and incorporated on individual task orders when issued.

SECTION F - DELIVERIES OR PERFORMANCE

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following clause is incorporated by reference pursuant to the Section I contract clause FAR 52.252-2 entitled "CLAUSES INCORPORATED BY REFERENCE (FEB 1998)."

F.1. 52.247-34 F.O.B. DESTINATION (NOV 1991)

OTHER CONTRACT CLAUSES INCORPORATED IN FULL TEXT

F.2. PERIOD OF PERFORMANCE

(a) The work to be performed hereunder shall commence on the effective date of the contract and shall continue for a period of twenty-four (24) months, unless sooner terminated in accordance with the provisions of this contract.

(b) The period of performance of this contract may be extended in accordance with the Part II, Section I, clause FAR 52.217-9 entitled "Option to Extend the Term of the Contract." If so extended, each of the options specified in Section B will be for a period of performance of twelve (12) calendar months from the effective date of exercise of the respective option.

F.3. PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance under this contract will be on-site at the following U.S. Department of Energy office:

Golden Field Office
1617 Cole Boulevard
Golden, CO 80401

F.4 FAR 52.242-15 Stop-Work Order (AUG 1989), Alternate I (APRIL 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.

(End of clause)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. CONTRACT ADMINISTRATION FOR THE GOVERNMENT

- a. ADMINISTRATION OF THE CONTRACT: Administration of this contract shall be accomplished by the Golden Field Office of the Department of Energy, at the address on the award sheet. The following individuals at the Golden Field Office are responsible for that administration:

- 1) Contracting Officer:
Mary Hartford
Address: 1617 Cole Blvd. Golden, CO 80401
Telephone: (303) 275-4762, FAX: (303) 275-4754
Email: marv.hartford@go.doe.gov
- 2) Contract Specialist:
Jon F. Olsen
Address: 1617 Cole Blvd., Golden, CO. 80401
Telephone (303) 275-4722, FAX: (303) 275-4754
Email: jon.olsen@go.doe.gov
- 3) Contracting Officer's Representative (COR):

To be determined *Jon Olsen*

- b. CORRESPONDENCE PROCEDURES: All correspondence, other than technical correspondence, shall be addressed to the Contracting Officer, with informational copies to other Government personnel as appropriate.

- 1) Technical Correspondence. Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

U. S. Department of Energy

Specific technical contact information will be provided by modification prior to the contract start date of 3/2/2005.

- 2) Other Correspondence. Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the Contracting Officer's Representative and to the Patent Counsel (if patent or technical data issues are involved). The contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:

U. S. Department of Energy
Golden Field Office
Attn: Jon Olsen
1617 Cole Boulevard
Golden, CO 80401
Telephone: 303-275-4722, FAX: 303-275-4754
E-Mail: jon.olsen@go.doe.gov

G.2. BILLING INSTRUCTIONS

The submission of all invoices under this contract shall be in accordance with the Section J, Attachment C, entitled "Billing Instructions."

G.3. ACCOUNTING AND APPROPRIATION DATA

Funds are hereby certified available under the following accounting and appropriation data:

Accounting and Appropriation Data to be provided by modification prior to contract start date of 3/2/2005.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The Representations, Certifications, and Other Statements of Offeror, completed by the contractor, and dated 11/09/2004 are hereby incorporated by reference.

H.2. STANDARD INSURANCE REQUIREMENTS

In accordance with FAR clause 52.228-7, entitled "Insurance - Liability To Third Persons," (MAR 1996) the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

(1) in an amount required by the applicable Federal and State Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance in the amount of \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

H.3. CONFIDENTIALITY OF INFORMATION

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

(1) Information or data which is in the public domain at the time of receipt by the Contractor;

(2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to treat it in confidence.

(b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H.4. REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The contractor is required to comply with the following in accordance with DOE O 221.1:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the OIG any information concerning alleged wrongdoing by DOE employees, its contractors, subcontractors, grantees or other recipients of DOE financial assistance; or their employees.

(b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters in the contractor's cognizance.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

H.5. MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual, on behalf of the Government, authorized to:

- (a) Accept nonconforming work.
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.
- (d) The contractor shall bear all costs for any work performed outside the terms and conditions of the contract not authorized in writing by the Contracting Officer.

H.6. GOVERNMENT FURNISHED PROPERTY AND DATA

- (a) Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the List of Government Furnished Property which follows shall be furnished: The Government Furnished Property is listed in the statement of work.
- (b) 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.
- (c) Any request for authorization for acquisition of items shall include an analysis of the most economical method of acquisition.
- (d) Any Government Furnished Property necessary for the completion of task orders issued pursuant to this contract will be identified on individual task orders when issued and determined appropriate.

H.7. CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND / OR GOVERNMENT EMPLOYEES

The Government may undertake or award contracts for work or services. The Contractor shall cooperate fully with all other on-site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

H.8. ORDERING PROCEDURES

- (a) No work shall be performed under this contract unless specifically authorized by a Task Order or a revision to an existing Task Order, issued and executed by the Contracting Officer. No other work or costs may be authorized without the expressed written consent of the Contracting Officer.
- (b) Task Statements shall specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, view graphs, and other appropriate forms of presentation. The reporting requirements checklist (Section J, Attachment B) shall be used to identify reporting requirements and their frequency.
- (c) During the period of performance of this contract, Task Orders will be issued in writing by the Contracting Officer to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; and (4) any furnished Government property. Task Orders will be of two general types: Level of effort or specific technical.
- (d) Level of Effort Tasks.

(1) Level of Effort Task Orders will specify labor categories required by the Government to perform work of a sustained nature over a predetermined length of time in order to accomplish the general objectives of the contract. The Contracting Officer shall provide the Contractor with a Task Statement outlining task objectives and the labor categories desired to perform the necessary work. Within fifteen (15) calendar days of receipt of the Task Statement, the Contractor shall prepare and submit a Task Plan containing the following information:

(i) Date of commencement of work and any necessary revision to the performance schedule;

(ii) A labor plan reflecting labor hours by labor category over the course of the period of performance;

(iii) A breakout of travel costs reflecting the number of trips, destinations, reasons for travel, per diem, lodging, vehicle rentals, and other costs, as and if required;

(2) The Contractor's Task Plan shall be reviewed by the Task Order Monitor and the Contracting Officer. The Contractor and the Government shall reach agreement on final costs, labor categories, level of effort, and other direct costs and such agreement shall be documented by a Task Assignment form signed, at a minimum, by the Contractor and the Contracting Officer. The Task Assignment form, the Task Statement, and other attachment shall constitute the elements of the Task Order.

(3) Contractor may invoice for work performed based upon labor hours furnished in performance of the Task Order.

(e) Specific Technical Tasks.

(1) Specific Technical Tasks may be negotiated when specifically identifiable technical objectives are to be achieved. In these efforts, the Contractor shall be tasked to identify labor requirements, establish an acceptable period of performance, and provide measurable milestones to facilitate monitoring of work progress. The Contracting Officer shall provide the Contractor with a Task Statement identifying the specific technical objectives to be achieved. These technical objectives may be, but are not limited to, technical studies, special reports, evaluations, and short term labor intensive work efforts. The Contracting Officer shall also identify the completion date, and an absolute completion date. Within fifteen (15) calendar days of receipt of the Task Statement, the Contractor shall prepare and submit a Task Plan containing the following information:

(i) Date of commencement of work and any necessary revision to the performance schedule;

(ii) A labor plan reflecting labor hours by labor category over the course of the period of performance;

(iii) A breakout of travel costs reflecting the number of trips, destinations, reasons for travel, per diem, lodging, vehicle rentals, and other costs, as and if required;

(iv) A recapitulation of proposed costs;

(v) A milestone schedule plan showing target dates for completion.

(2) The Contractor's Task Plan shall be reviewed by the Task Order Technical Monitor and the Contracting Officer. The Contractor and the Government shall reach agreement on a price for the task and such agreement shall be documented by a Task Assignment form signed, at a minimum, by the Contractor and the Contracting Officer. The Task Assignment form, the Task Statement, and other attachments shall constitute the elements of the Task Order.

(f) Task orders will be issued on forms specified and provided by the Government. Task Orders shall identify the Golden Field Office Task Order Technical Monitor and will be numbered. Alpha designations will identify revisions to existing Task Orders.

(g) Task Order revisions shall follow the same processing procedures as outlined above for new tasks with the exception of administrative revisions which will require signature of the Contracting Officer only.

H.9. SECURITY REQUIREMENTS

a. Passes and Badges: All contractor employees shall obtain employee and vehicle passes and badges as required by DOE for the specific delivery order project site. The Government will issue badges it requires without charge. When an employee leaves the contractor's service, the employee's pass and badge shall be returned immediately.

b. Contractor Vehicles: Each contractor vehicle shall comply with Federal requirements mandated by the specific delivery order project site. The Government may issue vehicle passes as it determines, and these shall be displayed so as to be clearly visible at all times.

c. Contractor Access to Buildings: It shall be the contractor's responsibility, through the Contracting Officer or Contracting Officer's designated representative, to obtain access to buildings on the delivery order project site.

d. Contractor Access to secure areas: Certain areas of a project site may require that the contractor and its employees have an escort, and/or place limits on the days and times that the contractor and its employees may work in these areas. Specific delivery orders will identify any such secure areas and the requirements for contractor access to them. The contractor is responsible for complying with all security regulations, policies, guidance, etc. to ensure that security on the Federal site is not compromised.

H.10. USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES

The Government may furnish vehicles for use by contract employees for the performance of work or travel required by the contract when vehicles are available and when the Contracting Officer or his or her authorized representative determines it is in the Government's interest to do so.

- (a) Contract employees must have a valid State driver's license and have Task Order Monitor or COR approval prior to operating a Government vehicle.
- (b) The Contractor shall ensure that contract employees comply with all applicable laws when operating a Government vehicle.
- (c) The Contractor shall ensure that contract employees comply with all Government regulations and procedures governing the use of Government vehicles and that each employee is aware of those regulations and procedures before using a Government vehicle.
- (d) Government vehicles shall not be taken to an employee's residence.

(End of clause)

H.11. KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel" (DEAR 952.215-70), the Contractor's key personnel are as follows:

Scott Rogers, PE

The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of any proposed diversion or substitution of any of these individuals.

H.12. SUBCONTRACTS

(a) Prior to the placement of any subcontracts, the Contractor shall ensure that:

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

(2) any applicable subcontractor's Certificate of Current Cost or Pricing Data and subcontractor Representations and Certifications (see Part IV, Section K) are received; and

(3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allocability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

(b) The Contractor shall also obtain and furnish to the Contracting Officer either an Organizational Conflicts of Interest (OCI) Disclosure Statement or Representation form in accordance with DEAR 952.209-8 entitled "Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services" for all subcontractors to be utilized under this contract. No work shall be performed by the subcontractor until the Contracting Officer has cleared the subcontractor for OCI. Such clearance shall be effected by written notification to the Contractor.

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

H.13. SERVICES OF CONSULTANTS

(a) In addition to the provisions of the clause entitled "Subcontracts" of this contract the prior written consent of the Contracting Officer also shall be obtained:

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

(2) For the utilization of the services of any consultant under this contract exceeding the daily rates of \$250 exclusive of travel costs; or

(3) Where the services of any consultant under this contract will exceed ten days in any calendar year, or exceed a total value of \$2,500.

(b) Whenever Contracting Officer's written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.

(c) The Contractor must obtain and furnish to the Contracting Officer either an Organizational Conflicts of Interest (OCI) Disclosure Statement or Representation form in accordance with DEAR 952.209-72 "Organizational Conflicts of Interest" for all consultants to be utilized under this contract prior to their performing any effort under this contract. No effort shall be performed until the Contracting Officer has cleared the consultant for OCI. Such clearance shall be effected by written notification to the Contractor.

H.14. CONTRACTOR EMPLOYEE CONFLICT OF INTEREST AND NONDISCLOSURE AGREEMENTS

In accordance with the Section H clause entitled "Confidentiality of Information", the Contractor shall be required to obtain the following "Nondisclosure and Employee Conflict of Interest" statements from all support service personnel employed under this effort.

"NONDISCLOSURE AND EMPLOYEE CONFLICT OF INTEREST"

NONDISCLOSURE: I, _____, hereby agree as a condition of employment and in certain cases under penalty of law that I will not, unless authorized disclose to the public or any authorized government employees any information, oral or written, which was obtained in the performance of the contract with the U.S. Department of Energy. This agreement applies to classified and unclassified information and materials relating to all aspects of contractual performance.

CONFLICT OF INTEREST: I, _____, hereby agree as a condition of employment to report to my immediate supervisor any actual or apparent conflict of interest during my term of employment with regards to contractual support for the U.S. Department of Energy. This reporting applies to financial or employment interests in subcontractors, or potential subcontractors to the prime support contract, employment or financial relationships with prime or subcontractors doing business with the Golden Field Office of the U.S. Department of Energy, or any present or firm future personal or business relationships with government employees who are employed within the Golden Field Office activity of DOE.

This information will be supplied to the Contracting Officer upon request or upon the identification of an actual or apparent conflict of interest. This disclosure will be made on a continuing basis and a negative affirmation will be made at least annually.

H.15. DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this contract the Contractor shall comply with the requirements of the following U.S. Department of Labor Wage Determination(s):

Wage Determination No. 1994-2081, Rev. 26 State of Colorado

A copy of the Wage Determination can be found in Part IV - Section J, Attachment D to this solicitation.

H.16. ADMINISTRATIVE LEAVE

(a) Administrative leave with full pay, chargeable to both direct and overhead accounts, will be granted for days when the Golden Field Office personnel are granted special administrative leave (such as snow days, extra holiday granted by Presidential Order, or other short-term work stoppages).

(b) Long-term work stoppages resulting from catastrophic happenings which preclude normal operations will be separately negotiated as to cost and payment as the situation dictates. Administrative leave will not be granted for long-term (over two (2) days) work stoppages.

H.17. OBSERVANCE OF FEDERAL HOLIDAYS

(a) Government personnel observe the following days as holidays: President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Columbus Day, and Martin Luther King Day.

Any other day designated by Federal statutes, Executive Orders, or Presidential proclamation.

(b) The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the Contracting Officer.

H.18. SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.

(b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

(c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DOE's licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

(e) Paragraphs (a) through (d) of this clause shall flow down to all subcontractors.

H.19. PER DIEM AND TRAVEL ALLOWANCE

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. Reimbursement of employees by POV conveyance shall be approved by the Contracting Officer in advance where no Government vehicle is available. Prior approval of the Contracting Officer must be obtained for all travel. Travel not approved by the Contracting Officer may be treated as an unallowable expense.

H.20. CONSULTANT OR OTHER COMPARABLE EMPLOYMENT SERVICES OF CONTRACTOR EMPLOYEES

The Contractor shall require all employees who are employed full time (an individual who performs work under the cost-type contract on a full-time annual basis) or part time (50 percent or more of regular annual compensation received under terms of a contract with DOE) on the contract work to disclose to the Contractor all consultant or other comparable employment services which the employees propose to undertake for others. The Contractor shall transmit to the Contracting Officer all information obtained from such disclosures. The Contractor will require any employee who will be employed full time on the contract to agree, as a condition of his participation in such work, that he will not perform consultant or other comparable employment services for another DOE Contractor under its contract with DOE, except with the prior approval of the Contracting Officer.

H.21. CONTRACTOR PERSONNEL

(a) The Contractor shall provide skilled personnel and the supervision, management and administrative services necessary to meet the Government's requirements successfully.

(b) All personnel assigned to this contract shall be fully qualified, trained, experienced and capable of performing the work of the contract position they are filling.

(c) All personnel assigned to this contract shall be capable of satisfactorily completing a Background/Security Check personnel screening. As directed by the Contracting Officer, certain categories of Contractor personnel may be required to obtain security clearances above the Government background investigation.

H.22. LOBBYING RESTRICTION (ENERGY AND WATER ACT 2004)

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

(End of Clause)

H.23. LOBBYING RESTRICTION (INTERIOR ACT 2004)

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.

(End of Clause)

H.24. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS --SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

(End of Notice)

H.25. PERFORMANCE BASED INCENTIVE FEE

(a) An incentive fee based upon performance measures incorporated into the SOW will be paid on an annual basis for work provided under the contract that exceeds performance expectations. The amount of the performance-based incentive fee will be negotiated, and the ceiling established at the time of contract award. The total amount of the fee earned in each respective period of performance will be based upon actual performance against the metrics contained in the contract. Validation of actual performance will be through various means such as; reports, individual user feedback, questionnaires, and/or complaints received. Any failure to maintain satisfactory levels of performance in all areas of this contract whether specified as performance-based incentive fee areas or not, will result in no performance-based incentive fee being issued. The amount of fee actually earned is not subject negotiations, or any dispute or protest process.

(b) Monitoring of Performance. During the course of the evaluation period, Task Order Managers (TOM) will track Contractor performance. Interim (mid-term) evaluations may be provided to identify strengths and weaknesses in the Contractor's performance during the period being evaluated. At the end of the period, the TOMs will assess the Contractor's performance in accordance with the statement of work and metrics incorporated into the contract and report to the Contracting Officer (CO).

(c) Performance Evaluation Report. The CO will consider the TOMs report and any other pertinent information, including Contractor comments relative to performance, and will prepare a report with findings and recommendations. The Contractor will be provided a copy of the draft findings and recommendations by the CO and will be afforded an opportunity to identify factual errors. The CO's draft recommendation is not subject to negotiation and the CO will not engage in discussions with the Contractor. Any errors identified by the Contractor will be addressed by the CO in the final report. The Contractor will be provided a copy of the final CO report.

(d) Incentive Fee Determination. The CO may meet with the TOMs to discuss the contractor's performance. The CO will make a final determination in writing as to the amount of fee to be paid. A copy of the final determination will be provided to the Contractor. The CO will provide a debriefing to the Contractor after the final determination has been issued if requested. The CO's determination must be provided no later than 45 calendar days after the end of the period being evaluated. All CO decisions regarding the incentive fee, including but not limited to the amount of the incentive fee, if any, the methodology used to calculate the incentive fee, the calculation of the incentive fee, the Contractor's entitlement to the incentive fee, and the nature and success of the Contractor's performance are unilateral decisions made solely at the discretion of the Government.

(e) Unearned Incentive Fee. Any unearned incentive fee from an evaluation period shall NOT be eligible to be earned in any future period(s).

(f) Incentive Fee Payment. Notwithstanding any other clause of this contract, payment of the incentive fee will be made within the later of 60 days after the end of the evaluation period or 30 days after receipt of an acceptable invoice.

(g) Wage Determination. The incentive fee amount shall not be increased due to increases in the Service Contract Act wage determination incorporated into this contract.

PART II
SECTION I - CONTRACT CLAUSES

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

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

(End of clause)

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES INCORPORATED BY REFERENCE.

- I.2. 52.202-1 DEFINITIONS (DEC 2001)
- I.3. 52.203-3 GRATUITIES (APR 1984)
- I.4. 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- I.5. 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- I.6. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- I.7. 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.8. 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.9. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
- I.10. 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- I.11. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- I.12. 52.215-2 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- I.13. 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- I.14. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- I.15. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- I.16. 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
- I.17. 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)
- I.18. 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- I.19. 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- I.20. 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- I.21. 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
- I.22. 52.216-8 FIXED FEE (MAR 1997)
- I.23. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- I.24. 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- I.25. 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)
- I.26. 52.222-3 CONVICT LABOR (JUN 2003)
- I.27. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- I.28. 52.222-26 EQUAL OPPORTUNITY (APR 2002)
- I.29. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- I.30. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- I.31. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- I.32. 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

- I.33. 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
- I.34. 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- I.35. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- I.36. 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- I.37. 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- I.38. 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
- I.39. 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- I.40. 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- I.41. 52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987)
- I.42. 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
- I.43. 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- I.44. 52.232-17 INTEREST (JUN 1996)
- I.45. 52.232-22 LIMITATION OF FUNDS (APR 1984)
- I.46. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I.47. 52.233-1 DISPUTES (JUL 2002)
- I.48. 52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUNE 1985)
- I.49. 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- I.50. 52.242-1 NOTICE OF INTENT TO DISALLOW COST (APR 1984)
- I.51. 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- I.52. 52.242-4 CERTIFICATION OF FINAL INDIRECT COST (JAN 1997)
- I.53. 52.242-13 BANKRUPTCY (JUL 1995)
- I.54. 52.243-2 CHANGES - COST REIMBURSEMENT (APR 1987) ALTERNATE II (APR 1984)
- I.55. 52.244-2 SUBCONTRACTS (AUG 1998)
- I.56. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2004)
- I.57. 52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)
- I.58. 52.248-1 VALUE ENGINEERING (FEB 2000)
- I.59. 52.249-6 TERMINATION (COST REIMBURSEMENT) (SEP 1996)
- I.60. 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

B. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES INCORPORATED IN FULL TEXT.

I.61. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

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

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

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly

recognized.

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that

shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

I.62. 52.217-08 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 30 days

(End of clause)

I.63. 52.217-09 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 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

I.64. 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the US Department of Energy, Golden Field Office the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

- (4) To notify the US Department of Energy, Golden Field Office Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the US Department of Energy, Golden Field Office.

(End of clause)

**I.65. 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a)
CONCERNS (JUNE 2003)**

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-
- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
- (2) The contractor, Navarro Research and Engineering, Inc. will notify the US Department of Energy, Golden Field Office Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

I.66. 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 IV	\$16.67
File Clerk II	12.50
Mail Clerk	12.50

Messenger/Receptionist	12.03
Secretary	16.50
Computer Operator III	23.79
Computer Operator II	21.07
Engineering Technician II	21.07
Engineering Technician III	25.15
Engineering Technician IV	29.60
Environmental Technician	22.43
Personnel Clerk	19.45
Energy Technology Specialist	28.44
Program Assistant	19.45
Computer Specialist	25.15
Support Services Program Manager	41.55
Administrative Assistant	18.89
Administrative Assistant	19.45
Financial Assistant	16.00
Procurement Specialist	25.15
Procurement Assistant	16.00
Paralegal Specialist	22.45
Public Affairs Assistant	18.50
Data Analyst	25.15

* LISTED WAGES DO NOT INCLUDE FRINGE BENEFITS

I.67. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2005. 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 September 30, 2005 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.

(End of clause)

I.68. 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments-*

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the

designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor

Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

I.69. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR parts 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract-financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

I.70. 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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

C. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

I.71. DEAR 952.202-1 DEFINITIONS (MAR 2002)

(a) "Head of Agency" means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.

(b) "Commercial component" means any component that is a commercial item.

(c) "Commercial item" means--

(1) Any item other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraph (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among

separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(h) The term "DOE" means the Department of Energy and "FERC" means the Federal Energy Regulatory Commission.

(i) The term Senior Procurement Executive means, for DOE:
Department of Energy – Director, Office of Procurement and Assistance Management, DOE;
National Nuclear Security Administration – Administrator for Nuclear Security, NNSA; and
Federal Energy Regulatory Commission – Chairman, FERC.

**I.72. DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES
(DEC 2000)**

(a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(End of Clause)

I.73. 952.208-70 PRINTING (APR 1984)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8" by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

I.74. 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)

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

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

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of three 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:

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

(ii) 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;

(iii) 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

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

(3) 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.

(4) 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.

1.75. 952.215-70 KEY PERSONNEL (DEC 2000)

(a) The personnel listed below or elsewhere in this contract are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

(End of clause)

1.76. 952.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) ALTERNATE II (JAN 1997)

(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) as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR), Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (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.

(End of clause)

L.77. 952.242-70 TECHNICAL DIRECTION (DEC 2000)

(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) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(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 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.

(d) All technical direction shall be issued in writing by the COR.

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

(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;

(2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

PART III
SECTION J – LIST OF ATTACHMENTS

<u>DOCUMENT</u>	<u>TITLE</u>
Attachment A	Statement of Work
Attachment B	Reporting Requirements Checklist
Attachment C	Billing Instructions
Attachment D	U.S. Department of Labor Wage Determination
Attachment E	Estimated Manpower Schedule
Attachment F*	Cost Proposal Preparation Exhibits
Attachment G*	Reference Information Sheet & Past Performance Questionnaire
Attachment H*	Evaluation Scenario

* Will not become a part of the resultant contract

ATTACHMENT A

STATEMENT OF WORK

II. STATEMENT OF WORK

The Contractor shall furnish the necessary management, supervision, qualified personnel, materials, supplies, equipment (except as indicated as provided as government furnished property), expertise, and services required to provide the Golden Field Office (GO) with the support services delineated herein. The Contractor shall provide a wide range of technical, administrative, and clerical support services. Services to be provided include, but are not necessarily limited to: computer operations, records management, office receptionist, mail, facsimile and filing support, personnel support, financial support, public affairs support, paralegal support, project management, and procurement support. The Contractor shall also provide a full range of clerical support.

Clerical support functions span all divisions, and hence, are explained in a separate section below. All remaining administrative and technical support functions are described in their respective offices in subsections III.A through III.E of this statement of work.

A. Clerical Support Functions

Clerical support requirements include but are not limited to:

- maintain time and attendance records for division employees;
- schedule travel with travel agency and handle all aspects of travel authorization, reservations, airline tickets, data entry into Travel Manager software, completion of travel voucher upon return;
- prepare, consolidate, proof read and/or finalize letters/correspondence;
- arrange/coordinate/schedule meetings;
- maintain division calendar;
- answer phone, take messages, transfer calls;
- coordinate conference calls;
- distribute correspondence;
- complete/maintain forms;
- complete training and purchase request forms;
- copy, fax, obtain supplies as necessary; and
- attend recurring meetings and prepare meeting notes as necessary.

The required minimum administrative support coverage is Monday through Friday, 7:30a.m. - 4:30p.m. One administrative assistant serves as team lead among the other administrative assistants to aid in the coordination and dissemination of policy/procedures/guidance. PowerPoint presentation/modification/finalization expertise is required on an intermittent basis.

B. Critical Functions

Critical functions requiring back-ups within Contractor staff include but may not be limited to:

- personnel processing;
- distribution of human resources documents;
- data entry into the Corporate Human Resources Information System (CHRIS -- DOE's personnel database system);
- completion of personnel forms;
- foreign travel back-up functions including, for example, coordination of approval/concurrence for foreign travel requests, coordination of country-clearance with the State Department, data entry into the Department's Foreign Travel Management System;
- logging-in incoming mail and twice daily mail distribution;
- daily preparation of Federal Express packages;
- front desk receptionist faxing and phone duties; and
- clerical support requirements as described above.

C. Non-Recurring Functions

Special functions requiring periodic support and/or expertise within Contractor staff are:

- efficiency studies;
- statistical analyses;
- surveys;
- primary user testing on updates to Departmental administrative systems (e.g., Travel Manager);
- engineering support for conceptual design reports, site development planning, design reviews, cost estimating, and inspection for construction and infrastructure projects;
- environmental engineering support for environmental assessments, environmental impact statements, site characterization, sample gathering and analysis, waste management assessments, traffic studies, and chemical inventory assessments; and
- safety and health technical support for review of laboratory safety and health program documentation and implementation.

III. SUPPORT SERVICES REQUIRED BY THE OFFICES

A. Office of the Manager

Mission

The mission of the Manager's Office is to execute the DOE's Energy Efficiency and Renewable Energy program field responsibilities (which include the development and deployment of renewable energy, energy efficiency, and other DOE-developed technologies) through four divisions. The Manager's Office and GO's four divisions work in close partnership with the National Renewable Energy Laboratory (NREL), the six (6) DOE Regional Offices (Central, Northeast, Western, Mid-Atlantic, Southeast, and Midwest), and the headquarters program and support offices to accomplish their field responsibilities. The Office of the Manager includes staff functions such as legal and external affairs.

Required Services

The Contractor shall provide support services to the Office of the Manager in the following areas:

1.0 Public Affairs Support.

- 1.1 Provide media relations support for such events as the American Solar Challenge and Solar Decathlon, subject to DOE review and approval;
- 1.2 Manage GO's exhibits and displays, subject to DOE's review and approval;
- 1.3 Prepare preliminary draft news releases and articles for Public Affairs approval for projects managed by GO for DOE's review, approval, and finalization;
- 1.4 Prepare preliminary drafts of presentations or other information materials, as necessary, for DOE's review, approval, and finalization; and
- 1.5 Serve as a member of GO's web site committee, providing public affairs advice and developing content, as necessary.

2.0 Paralegal Support

- 2.1 Consult all applicable and relevant sources of information for facts and authorities relating to matters of legal significance to GO and provide GO counsel with written or oral synopses of those materials as required;
- 2.2 Review documents to extract selected data and information relating to specified

- items and advise the counsel of results;
- 2.3 Review and summarize information in prescribed format on case precedents and decisions and, when necessary, assist in preparation of charts, visual information, and other demonstrative exhibits;
 - 2.4 Utilize, Search for and extract legal information from all applicable sources including law libraries and computer databases and the Internet;
 - 2.5 Attend meetings, conferences, or hearings to become informed on agency procedures and the status of cases, or other matters of legal importance to GO and report on those matters;
 - 2.6 Prepare, compile, organize and maintain files on pending legal matters as required;
 - 2.7 Draft and edit non-legal memoranda and prepare preliminary drafts of letters and correspondence for GO counsel review as required;
 - 2.8 Prepare summaries of pending matters of the GO counsel for status reports;
 - 2.9 Provide guidance and direction to legal administrative support staff;
 - 2.10 Organize and maintain law library resources including acquiring new materials and services; ensuring legal materials are updated periodically and kept current; filing updates to existing materials; and indexing library holdings;
 - 2.11 Prepare and draft required Office of Chief Counsel reports such as a monthly Federal Register Report and Quarterly Litigation Reports; and
 - 2.12 Coordinate various administrative requirements with DOE Headquarters Office of General Counsel.

B. OFFICE OF MANAGEMENT AND ADMINISTRATION

Mission

The mission of the Office of Management and Administration is to provide administrative management and oversight for the National Renewable Energy Laboratory (NREL) contractor activities and to administer a broad program of management, business and administrative support for GO, NREL, and the Regional Offices. This Office establishes programs, systems, policies, and procedures designed to assure that its internal and external customers have the resources necessary to conduct business, maintain and safeguard records, and otherwise comply with