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SECTION D

PACKAGING AND MARKING

D.1 Packaging

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

D.2 Marking

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

(a) Identifies the contract number under which the item is being delivered; and

(b) Identifies the contract requirement or other instruction which requires the delivered item(s).

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INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-9 Inspection of Research and Development (Short Form) (Apr 1984)

The Government has the right to inspect and evaluate the work performed or being performed under the Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the government performs inspection or evaluation on the premises of the Contractor or subcontractor, the Contractor shall furnish and shall require the subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E.2 Acceptance

Acceptance for all work and effort under this contract shall be accomplished by the Contracting Officer or any other duly authorized representative.

E.3 Certification

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 Term of Contract

(a) This contract shall be effective as specified in Block No. 28, *Award Date*, of SF 33, and shall continue up to and including September 30, 2013, unless sooner terminated according to its terms. The contract may be extended in accordance with Clause I.25, *Option to Extend the Term of the Contract.*

(b) The period for the transition from the incumbent Contractor to the Contractor shall begin on the date of award and extend through September 30, 2008 unless otherwise determined by the Contracting Officer. The Contractor is expected to have all transition activities complete by this date at which time the Contracting Officer shall notify the Contractor that they are to assume all responsibility for the complete Statement of Work.

F.2 Principal Place of Performance

The principal place of performance is the site of the National Renewable Energy Laboratory (NREL) in Golden, Colorado, and the National Wind Technology Center located south of Boulder, Colorado.

F.3 FAR 52.242-15 Stop-Work Order (Aug 1989) (Alternate 1) (Apr 1984)

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

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative(s)

Contracting Officer's Representative(s) (COR) will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. CORs are not authorized to change any of the terms and conditions of this Contract. Some CORs have been authorized by the Contracting Officer to stop work in accordance with H.6, *Environment, Safety, and Health Stop Work Order*. Additional COR(s) for other purposes, as required, may be designated in writing by the Contracting Officer at a future date.

G.2 Contract Administration

The Contract will be administered by:

U.S. Department of Energy
Golden Field Office
Attn: Contracting Officer
1617 Cole Boulevard
Golden, CO 80401-3393

Written communication shall make reference to the Contract number and shall be mailed to the above address.

G.3 Modification Authority

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

(a) Accept nonconforming work;

(b) Waive any requirement of this Contract; or

(c) Modify any term or condition of this Contract.

G.4 Monthly Cost Reports

(a) The Contractor will separately identify costs that pertain to the Recovery Act work. The Contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. The contractor shall submit a monthly report that separates and identifies Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.

(b) The Contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the work scope.

G.5 Indirect Charges

In accordance with the general principles of the Recovery Act the Contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of project:

(a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;

(b) Exempt funds from contract cost base for distributing Laboratory Directed Research and Development or similar funds taxing programs;

(c) Ensure all funds transferred by The Alliance for Sustainable Energy, LLC are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and

(d) The Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or The Alliance for Sustainable Energy, LLC.

(e) In all cases listed above and otherwise, the Contractor shall develop and maintain prudent management and good business practices regarding their indirect rate structure as it applies to Recovery Act funding.