

**C-1 DESCRIPTION OF WORK AND SERVICES**

The Contractor shall perform the services described in the Statement of Work, found in Section J at Attachment 7.

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# SECTION D

## PACKAGING AND MARKING (RESERVED)

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**RESERVED**

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# SECTION E

## INSPECTION AND ACCEPTANCE

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**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 a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

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# SECTION F

## DELIVERIES OR PERFORMANCE

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PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

**F-1. Term of Contract**

The term of this Contract is from the effective date of award continuing for five years. The Government may extend the term of the Contract by unilaterally exercising the options pursuant to the clause entitled, "Option to Extend the Term of the Contract" in Section I.

**F-2. Principal Place of Performance**

The principal place of performance for the Contract is Golden, 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 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, 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.

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# SECTION G

## CONTRACT ADMINISTRATION DATA

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PART I - THE SCHEDULE  
SECTION G - CONTRACT ADMINISTRATION DATA

**G-1. CONTRACTING OFFICER'S REPRESENTATIVE(S)**

The Contracting Officer's Representative(s) (CORs) will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. The CORs are not authorized to change any of the terms and conditions of this Contract. Changes to the Statement of Work will be made only by the Contracting Officer by properly written modification(s) to the Contract. Additional Contracting Officer's Representative(s) for other purposes, as required, may be designated in writing by the Contracting Officer.

**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. TECHNICAL DIRECTION**

- (a) Performance of the work under this Contract shall be subject to the technical direction of DOE Contracting Officer's Representative(s) (CORs). The term "technical direction" is defined to include, without limitation:
- (1) Directions to the Contractor which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Contractual Statement of Work.
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
  - (3) Review and, where required by the Contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract.
- (b) Technical direction must be within the scope of work stated in the Contract. A COR does not have the authority to, and may not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the Contract clause entitled "Changes" in Section H;
  - (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.
- (c) Technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the Contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
  - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the "Changes" clause of the Contract;
  - (2) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
  - (3) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes--Alternate I" in Section I.

#### **G-4. ENVIRONMENT, SAFETY, AND HEALTH STOP-WORK ORDERS**

- (a) Notwithstanding the clauses at G-3, TECHNICAL DIRECTION, and F-5, FAR 52.242-15 STOP-WORK ORDER, and in addition to the Contracting Officer's stop-work authority in I-19 (g), CORs are authorized to issue Stop Work Orders when, in the judgement of the COR, a clear and present danger exists to workers or members of the public. Clear and present danger is a condition or hazard which could cause death or serious harm to workers, members of the public, or the environment, immediately or before such condition or hazard can be eliminated through normal procedures.
- (b) ES&H Stop-Work Orders under this clause may be initiated verbally by CORs. The Contractor is obligated to immediately comply with COR verbal and/or written direction to Stop Work under this paragraph. Any verbal direction to the Contractor shall be followed in writing from the COR initiating the Stop-Work Order as soon as reasonably possible. Work may not be restarted by the Contractor without written approval from the Contracting Officer.
- (c) The Contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

#### **G-5. 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.

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