

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

2. CONTRACT NUMBER	3. SOLICITATION NUMBER DE-AR36-99GO10429	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY U.S. Department of Energy - Golden Field Office 1617 Cole Boulevard Golden, Colorado 80401		8. ADDRESS OFFER TO (if other than Item 7) See Section L, Clause L.8		

**SOLICITATION**

9. Sealed offers in original and 6 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 Clause L.7 until 1:00 p.m. local time September 7, 1999 (Hour) (Date)  
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.

10. FOR INFORMATION CALL:	A. NAME John Golovach	8. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 303 275-4761	C. E-MAIL ADDRESS john_golovach@nrel.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.215-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 240 \* 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. NOTE: \* See Clause L.6.

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. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and rated documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	8/19/99	003	8/26/99
	002	8/24/99	004 - 005	9/1/99 - 9/14/99

15A. NAME AND ADDRESS OF OFFEROR	CODE FACILITY INTEGRATED RESOURCE TECHNOLOGIES, INC. 6564 LOISDALE COURT SPRINGFIELD, VA 22150	16. NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) FAYE FIELDS, PRESIDENT/CEO
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 703 921-1708	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>Faye Fields</i>
		18. OFFER DATE 10-19-99

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 0001AA & 0001AB	20. AMOUNT \$2,925,768.00	21. ACCOUNTING AND APPROPRIATION See H-6 Ordering Procedures
22. AUTHORITY FOR USING OTHER THAN FULL & OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE See G-4 Billing Instructions	
26. NAME OF CONTRACTING OFFICER (Type or print) WILTON W. WEBB Contracting Officer Dept. of Energy	27. UNITED STATES OF AMERICA <i>Wilton W. Webb</i> (Signature of Contracting Officer)	28. AWARD DATE 3/1/00

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS  
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**SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 Services**

(a) During the basic contract performance period, 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, 2000 through February 28, 2002.

(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 the schedule below. **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 Part I, Section H, Clause H.6. 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.

**B.2 Estimated Cost Plus Fixed Fee**

CLIN 0001AA--Golden Field Office--Base Period (March 2, 2000 - March 1, 2002, to include a 30 day Phase In Period)

*Exemption 4*

Total Estimated Cost Plus Fixed Fee           \$2,610,311

CLIN 0001AB--Seattle Regional Office--Base Period (March 2, 2000 - March 1, 2002, to include a 30 day Phase In Period)

*Exemption 4*

Total Estimated Cost Plus Fixed Fee           \$ 315,457

CLIN 0002AA--Golden Field Office--Option Period 1 (March 2, 2002 - March 1, 2003)

*Exemption 4*

Total Estimated Cost Plus Fixed Fee           \$1,364,044

CLIN 0002AB--Seattle Regional Office--Option Period 1 (March 2, 2002 - March 1, 2003)

*Exemption 4*

Total Estimated Cost Plus Fixed Fee       \$ 164,870

CLIN 0003AA--Golden Field Office--Option Period 2 (March 2, 2003 - March 1, 2004)

*Exemption 4*

Total Estimated Cost Plus Fixed Fee       \$1,404,885

CLIN 0003AB--Seattle Regional Office--Option Period 2 (March 2, 2003 - March 1, 2004)

*Exemption 4*

Total Estimated Cost Plus Fixed Fee       \$ 169,817

CLIN 0004AA--Golden Field Office--Option Period 3 (March 2, 2004 - March 1, 2005)

*Exemption 4*

Total Estimated Cost Plus Fixed Fee       \$1,404,885

CLIN 0004AB--Seattle Regional Office--Option Period 3 (March 2, 2004 - March 1, 2005)

*Exemption 4*

Total Estimated Cost Plus Fixed Fee       \$ 169,817

### B.3 Level of Effort/Direct Productive Labor Hours (DPLH)

The Contractor's obligation under this contract is to diligently pursue all required work within the parameters of the Statement of Work contained in this contract, and to provide all reports that are specified in the Reporting Requirements Checklist. 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>	<u>Seattle Office</u>
Base Period (24 months)	<u>96,300 DPLH</u>	(estimated)
Option Period 1 (12 months)	<u>48,150 DPLH</u>	(estimated)
Option Period 2 (12 months)	<u>48,150 DPLH</u>	(estimated)
Option Period 3 (12 months)	<u>48,150 DPLH</u>	(estimated)

In the performance of this contract, the Contractor shall provide the estimated DPLH specified herein. DPLH are defined as actual work hours, exclusive of annual leave, sick leave and holidays.

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.

In the event that the Contractor shall be required to provide less than 90% of the originally estimated level of effort, the fixed fee of the contract may be reduced by a negotiated modification to the contract. In the event that the Contractor shall be required to provide more than 110% of the originally estimated level of effort, the fixed fee of the contract may be increased by a negotiated modification to the contract. 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.

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

**B4** Limitation of Funds

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

**B5** Options to Extend the Term of the Contract - Services

The Government may unilaterally extend the term of this contract by written notice to the Contractor within the term of the contract, provided, that the Government shall give 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. If the Government exercises this option, the extended contract shall be considered to include this option provision.

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

Should the Government exercise any option hereunder, all contractual terms and conditions shall apply during the option period. Further, the Contractor agrees that performance under said renewal(s) shall be accomplished within the following estimated cost and fixed fee, as stated in Section B.2 of this contract.

**B6** Options to Extend Services - FAR 52.217-8

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. This option provision may be exercised more than once, but total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**B.7** **B7** Annual Indirect Rate Submissions

## (a) Introduction

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

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

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

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

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

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

(b) Requirements whether or not DOE is the CFA

(1) No later than 90 days after the close of its fiscal year, the Contractor shall identify to the DOE Contracting Officer (CO) all of its contracts with Federal agencies, either as a prime or as a subcontractor (any level), and provide the following information about those contracts:

Name of Federal Agency  
Contract Number  
Contract Value (total and by fiscal year)  
Period of performance  
Type of contract (CPFF, FFP, etc.)

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

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

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

(5) All Indirect Rate proposals and correspondence shall be submitted to:

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

TO BE OPENED BY ADDRESSEE ONLY

(c) Requirements when DOE is the CFA

(1) In accordance with the "Allowable Cost and Payment" clause (DEAR 952.216-7) the Contractor, as soon as possible but not later than 90 days after the close of its fiscal year, shall submit to the DOE CO, identified in paragraph (b)(5) of this clause, a proposal for final indirect rates on the Contractor's actual costs for the period, together with all supporting data. The Contractor's failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of the vouchers.

(2) The settlement of the final Indirect Rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.

(3) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the DOE CO. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the cognizant DOE CO (See FAR 42.704).

(4) The Contractor shall provide to the DOE CO annually, no later than 30 days after the close of its fiscal year, a billing rate proposal for the ensuing fiscal year, with supporting data. Failure to provide the required rate proposals in a timely fashion may impact payment of vouchers and could ultimately result in suspension of the indirect expense portion of vouchers.

(5) If the projected indirect expense or bases change substantially during any fiscal year, the Contractor shall notify the DOE CO in writing and request an adjustment to the indirect billing rates. Upon review of the revised billing rate proposal the DOE CO may adjust the previously approved billing rates. Such adjustments will apply retroactively to all billings containing the previously approved rates for the fiscal year in question and the Contractor shall make all appropriate adjustments on its next voucher.

(d) Requirements when DOE is not the CFA

(1) When another Federal Agency or a different DOE Office has the CFA responsibility for the establishment of indirect rates with the Contractor, the Contractor shall provide a copy of the rate proposals, including all supporting documentation, submitted to the CFA. These submittals to DOE shall be within the time period established within paragraphs (c)(1) and (c)(4) of this clause unless a written request or an extension is submitted by the Contractor and granted by DOE. Failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of vouchers.

(2) The Contractor shall provide copies of all rates established by that CFA and any correspondence related to indirect rates to the DOE IRCO. It is imperative that the DOE CO be provided signed copies of all rate agreements established by the CFA since these agreements must be in the possession of, reviewed, and acknowledged by the DOE CO before any rates contained therein can be used by the Contractor for cost reimbursement.

(3) The Contractor shall identify, if known, the Cognizant Federal Agency (CFA) responsible for the establishment of indirect rates, factors, and Facilities Capital Cost of Money Rates.

**B.8 B.8 Completion of Work**

The Contractor shall complete the work required under this contract as describe in the Statement of Work, (Section C), within the estimated cost and fixed fee included in clause B.2 of this contract. If additional costs in excess of the estimated cost of the contract are required to complete the work hereunder, the Contractor shall not be entitled to any additional fixed fee in excess of the fixed fee included in clause B.2 of this contract, except as delineated in Clause B.3. Furthermore, the Contractor is not authorized to exceed the funding limitations of the contract pursuant to the Limitation of Cost or Funds clause.

**B.9 B.9 52.219-11 Special 8(a) Contract Conditions (FEB 1990)**

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegate to the U.S. Department of Energy/Golden Field Office the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U.S. Department of Energy/Golden Field Office shall give advance nnotice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Department of Energy/Golden Field Office.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the 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.

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**SECTION C**  
**DESCRIPTION, SPECIFICATION, WORK STATEMENT, REPORTS**

**C.1 Statement of Work**

(a) Objective: The Contractor shall provide Non-Personal Administrative and Technical Support Services to the DOE in support of projects under the cognizance of the Department. Throughout this statement of work the use of the word "assist" and "support" means the gathering of information for, or, providing advice, opinions, recommendations or ideas in oral or written form to GO. The Contractor is specifically prohibited from performing functions which are defined as inherently governmental functions and requirements of Government employees in order for the Government to retain essential control and responsibility. These government functions include development and formulation of programs, policies of budget, acquisition strategy, and direction and control of federal employees.

(b) The Contractor shall provide an on-site Project Manager.

(1) Project Manager: Person with overall responsibility for personnel assigned under the contract. The Project Manager will be located at GO within 10 days after contract award.

(c) Functions which the Contractor shall provide are set forth in Section J, Attachment A, Statement of Work.

PART I - SECTION D  
PACKAGING AND MARKING  
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**SECTION D  
PACKAGING AND MARKING**

**D.1 D.1 Packaging**

- (a) Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).
- (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 other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer except for those reports coded A or X.

**D.2 D.2 Marking**

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
- (1) Identifies the contract by number under which the item is being delivered.
  - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (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., Correspondence Procedures.

PART I - SECTION E  
INSPECTION AND ACCEPTANCE  
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**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 Inspection of Services - Cost Reimbursement FAR 52.246-5 (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.

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DELIVERIES OR PERFORMANCE  
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**SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 Deliveries**

Delivery of all products or services under this contract shall be in accordance with the written direction of the Contracting Officer or his duly authorized representative.

**F.2 Principal Places of Performance**

The principal places of performance under this contract will be on-site at the following U.S Department of Energy offices, unless otherwise authorized by the Contracting Officer:

Golden Field Office  
1617 Cole Boulevard  
Golden, CO 80401

Seattle Regional Office  
800 5th Avenue, Suite 3950  
Seattle, WA 98104

In addition to the Golden Field Office and Seattle Regional Office, services may be required and will be determined on an as ordered basis, for the following Regional Offices:

Atlanta Regional Office  
730 Peachtree Street, NE, Suite 876  
Atlanta, GA 30308

Boston Regional Office  
One Congress Street, 11th Floor  
Boston, MA 02114

Chicago Regional Office  
One South Wacker Drive, Suite 2380  
Chicago, IL 60606

Denver Regional Office  
1617 Cole Boulevard  
Golden, CO 80401

Philadelphia Regional Office  
1880 JFK Boulevard, Suite 501  
Philadelphia, PA 19103

**F.3 F.3 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, however, may be extended in accordance with Part I, Section B, Special Provision B.5, Options to Extend Services. 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.

(c) The term of this contract shall not exceed the above period unless extended in accordance with FAR 17.2.

**F.4 FA Stop-Work Order - FAR 52.242-15, 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 allowable 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 Default, or the Termination for Convenience of the Government clause of this contract.

(b) If a stop-work order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if

(1) the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) the Contractor asserts its rights 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 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 ~~G1~~ Correspondence Procedures**

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number, the subject of the correspondence, and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR) (See G.3 below), with an information copy of the correspondence to the DOE Contract Specialist (See G.2 below) and to the cognizant Government Contract Administration Office (if other than DOE) designated on the Contract Award Sheet of this contract.

(b) Other Correspondence. All other correspondence shall be addressed to the DOE Contract Specialist, with information copies of the correspondence to the DOE COR.

**G.2 ~~G2~~ DOE Contract Specialist for Post Award Administration**

The DOE Contract Specialist, address and telephone number are provided below, the Contractor shall use the Contract Specialist as the point of contact on all but technical matters.

U.S. Department of Energy  
Golden Field Office  
Attn: John R. Golovach, Contract Specialist  
1617 Cole Boulevard  
Golden, Colorado 80401

TO BE OPENED BY ADDRESSEE ONLY

Telephone: (303) 275-4761

**G.3 ~~G3~~ DOE Contracting Officer's Representative (COR) for Post Award Administration**

The DOE Contracting Officer's Representative (COR), address and telephone number are provided below. The DOE COR will be identified by separate letter after award. The Contractor shall use the COR as the point of contact on technical matters.

U.S. Department of Energy  
Golden Field Office  
Attn: \_\_\_\_\_  
1617 Cole Boulevard  
Golden, Colorado 80401

TO BE OPENED BY ADDRESSEE ONLY

Telephone: (303) 275-

**G.4** Billing Instructions - Cost-Type Contract

See Section J, Attachment C, "Billing Instructions".

**G.5** Defective or Improper Invoices

(a) Name (where applicable), title, phone number, office name and complete mailing address of officials of the business concern to be notified when the Government receives a defective or improper invoice.

TO BE COMPLETED AT TIME OF AWARD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Invoices determined to be defective under the above criteria, and therefore not suitable for payment, shall be returned to the Contractor within seven (7) working days, specifying the reasons why the invoice is not proper.

**6.6 G.6** Accounting and Appropriation Data

To be determined upon issuance of individual Task Orders in accordance with Section H.6, "Ordering Procedures".

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SPECIAL CONTRACT REQUIREMENTS  
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**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 #1** Modification Authority

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

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or  
modify any term or condition of this contract.

**H.2 #2** 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 Golden Field Office, and the Seattle Regional Office listed in Part I, Section F, Places of Performance, shall supply all office space, furniture, telephones, calculators, computers and printers, miscellaneous software, and normal office supplies (paper, pencils, etc.) necessary for the performance of this contract.

- (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 changes in the acquisition authorization shall be reflected in a modification to this contract.

**H.3 #3** Key Personnel

Pursuant to the clause entitled "Key Personnel" (DEAR 952.235-70), the Contractor's key personnel are as follows:

**TO BE COMPLETED AT TIME OF AWARD**

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. That period of time shall not be less than thirty (30) days.

#### H.4 ~~H.1~~ 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 clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged 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 909.570-7 "Organizational Conflicts of Interest Disclosure or Representation" 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.5 ~~H.6~~ 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.6 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 (DOE F 1332.1) 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 by the Government to perform work of a sustained nature over a predetermined length of time in order to accomplish general objectives established by Golden Field Office managers. 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;
- (iv) A recapitulation of proposed costs. (Labor costs shall be based upon fixed labor rates contained in the Section B, "Fixed Hourly Labor Rates By Labor Category.").

(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 shall be used 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.7 H7** Certifications and Other Statements of Offeror

TO BE COMPLETED AT TIME OF AWARD

**H.8 H8** Limitation of Indirect Costs

(a) TO BE COMPLETED AT TIME OF AWARD

<u>Indirect Category</u>	<u>Rate</u>	<u>Base</u>	<u>Fiscal Year</u>
--------------------------	-------------	-------------	--------------------

(1) If during a period of performance, the Contractor's provisional rates change, the Contractor shall notify the Contracting Officer of these rate changes in writing. The Contractor shall also submit this notification to the cognizant Government audit agency and the cognizant Government agency for administration if this contract has been delegated. Following the receipt of notification from the cognizant administration agency and/or audit agency, the Contracting Officer shall modify this contract to incorporate the DOE approved provisional rates for the current period.

**H7**

(2) If, during the period of performance of this contract, provisional rates have not been established for particular fiscal year via a contract modification, then the Contracting Officer shall continue to bill those rates approved by the Contracting Officer for this contract, until such time as the contract is modified to reflect the most current approved rates.

(3) In all subcontracts under this contract which require the use of provisional and final indirect cost rates, the Contractor shall include a provision substantially the same as paragraph (a) above.

## **H.9 Technical Direction**

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review, and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

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

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes", located in Section I;

(3) Causes an increase or decrease in the total price or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract;  
or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his 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) of this clause, 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, located in Section I, of the contract;

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(3) 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", located in Section I, of this contract.

#### ~~H.10~~ ~~H.10~~ 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. Contractor personnel must be required to travel on available Government authorized flights. Prior approval of the Contracting Officer must be obtained for all travel. Travel not directed by the Contracting Officer will be treated as an unallowable expense.

#### ~~H.11~~ ~~H.11~~ 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.12 ~~H.12~~ Contractor's Project Manager**

The Contractor shall designate a Project Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Project Manager shall provide the single point of contact between the Contractor and the Government's Contracting Officer Representative (COR) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

The Project Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE COR may issue within the terms and conditions of the contract.

**H.13 ~~H.13~~ Subcontractor Facilities Capital Cost of Money**

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

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

WAIVER OF FACILITIES CAPITAL COST OF MONEY  
FAR 52.215-17 (OCT 1997)

If the Contractor did not include facilities capital cost of money as a proposed allowable cost, it shall be deemed that the Contractor waived the right to claim it under the contract.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph (c) altered as necessary for proper identification of the parties, in any subcontract placed hereunder which is a fee bearing cost reimbursement or negotiated fixed price type.

**H.14 Contractor Employee Conflict of Interest and Nondisclosure Agreements**

In accordance with the clause entitled "Confidentiality of Information", located in Section H, 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 Determination(s)**

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. 94-2081, State of Colorado  
Wage Determination No. 94-2563, State of Washington

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

**H.16 Service Contract Act Provisions**

Subcontracts awarded by the Contractor are subject to the Service Contract Act of 1965 to the same extent and under the same conditions as contracts awarded directly by DOE. Accordingly, the Contractor shall comply with the provisions of the clause in Section I, FAR 52.222-41, entitled, "Service Contract Act of 1965", As Amended, when awarding subcontracts where the principal purpose is to furnish services through the use of service employees.

**H.17** ~~H.17~~ **Mandatory Insurance Coverage**

Within 15 days after the award of this contract, the successful offeror shall furnish to the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below.

TYPE OF INSURANCE	PER PERSON	PER ACCIDENT	PROPERTY
Comprehensive General Liability Products & Completed Optional Liability	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$3,000,000</u>
		<u>\$2,000,000</u>	

Workmen's Compensation (as required by State Law)

**H.18** ~~H.18~~ **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.19** ~~H.19~~ **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.20** ~~H.20~~ 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.21** ~~H.21~~ Notice of Labor Disputes

In accordance with FAR 52.222-1, entitled, "Notice to the Government of Labor Disputes (FEB 1997)," all notifications of labor disputes shall be provided to the Contracting Officer in writing.

**H.22** ~~H.22~~ Authorized to Bind the Contractor

The Contractor represents that the following persons are authorized to bind the Contractor in connection with this contract: (list names, titles, and telephone numbers of the authorized individual(s)).

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**H.23** ~~H.23~~ 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 his 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.24 Confidentiality of Information**

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

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

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

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

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon the request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by the Contractor personnel.

(e) This clause shall flow down to all subcontracts.

PART II - SECTION I  
CONTRACT CLAUSES  
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**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 these addresses:

<http://www.pr.doe.gov/dear.html>

<http://www.arnet.gov/far/>

52.202-1	Definitions	OCT 1995
952.202-1	Definitions	--
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Recision and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
952.208-70	Printing	APR 1984
52.209-6	Protecting the Government Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records - Negotiation (AUG 1996) -- Alternate III	AUG 1996
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-1	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997

52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PBR) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost Or Pricing Data -- Modifications	OCT 1997
52.216-7	Allowable Cost and Payment	APR 1998
952.216-7	Contractor Travel	
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option to Extend Services	AUG 1989
52.217-9	Option to Extend the Term of the Contract	MAR 1989
952.217-70	Acquisition of Real Property	APR 1984
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	JAN 1999
52.219-11	Special 8(a) Contract Conditions	FEB 1990
52.219-14	Limitations on Subcontracts	DEC 1996
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action for Handicapped Workers	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JAN 1999
52.222-41	Service Contract Act of 1965 -- As Amended	MAY 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 1989
52.223-2	Clean Air and Water	APR 1984
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug-Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
952.224-70	Paperwork Reduction Act	APR 1984
52.225-11	Restrictions on Certain Foreign Purchase	AUG 1998
952.227-11	Patent Rights - Retention by the Contractor (Short Form)	MAR 1995
52.227-14	Rights in Data - General	JUN 1987

952.227-82	Right to Proposal Data	APR 1994
52.228-7	Insurance - Liability to Third Persons	MAR 1996
52.229-3	Federal, State and Local Taxes	JAN 1991
52.232-12	Advance Payments - Alternate I	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	MAY 1999
52.233-1	Disputes - Alt 1	DEC 1991
52.233-3	Protest After Award	AUG 1996
952.235-70	Key Personnel	APR 1994
52.237-2	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-4	Certification of Final Direct Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes - Cost Reimbursement -- Alternate 1	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition in Subcontracting	DEC 1996
952.245-2	Government Property (Fixed-Price Contracts)	DEC 1989
52.246-25	Limitation of Liability Services	FEB 1997
952.247-70	Foreign Travel	FEB 1997
52.249-6	Termination (Cost-Reimbursement) -- Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991

**CLAUSES INCORPORATED WITH FULL TEXT:**

**I.1 970.5204-59 Whistleblower Protection for Contractor Employees (JAN 1993)**

(a) The Contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR Part 708.

(b) The Contractor shall insert or have inserted the substance of this clause including this paragraph (b), in subcontracts, at all tiers, with respect to work performed on-site at DOE-owned or -leased facilities, as provided for at 10 CFR Part 708.

**I.2 952.209-72 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.

### **I.3 52.237-3 Continuity of Services (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

#### I.4 Statement of Equivalent Rates for Federal Hires 52.222-42 (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*

<b>EMPLOYEE CLASS</b>	<b>MONETARY WAGE -- FRINGE BENEFITS</b>
Accounting Clerk IV	\$12.24
File Clerk II	9.74
Mail Clerk	9.74
Messenger/Receptionist	9.74
Secretary	12.24
Computer Operator III	15.17
Computer Operator II	13.65
Engineering Technician II	13.65
Engineering Technician III	15.17
Engineering Technician IV	16.80
Environmental Technician	15.17
Personnel Clerk	12.24
Energy Technology Specialist	26.91
Program Assistant	12.24
Computer Specialist	22.45
Support Services Program Manager	31.99
Administrative Assistant	12.24
Administrative Assistant	13.65
Financial Assistant	12.24
Procurement Specialist	15.17
Procurement Assistant	12.24
Paralegal Specialist	16.80
Public Affairs Assistant	12.24
Public Affairs Specialist	26.91
Data Analyst	22.45