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|--|------------------------------------|---|
| 2. CONTRACT (Proc. Inst. Ident.) NO. DE-EE0008146 | 3. EFFECTIVE DATE See Block 20C | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule |
|--|------------------------------------|---|

| | | | | | |
|---|------|-------|---|------|-------|
| 5. ISSUED BY U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880 | CODE | 02605 | 6. ADMINISTERED BY (If other than Item 5) U.S. DOE/NETL NATIONAL ENERGY TECH LAB 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880 | CODE | 02605 |
|---|------|-------|---|------|-------|

| | |
|---|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) EXETER ASSOCIATES, INC. Attn: STEVEN ESTOMIN 10480 LITTLE PATUXENT PKWY STE 300 SUITE 300 COLUMBIA MD 210443575 | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
| | 9. DISCOUNT FOR PROMPT PAYMENT NET 30 |
| | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN |

| | | |
|---|---|-------|
| CODE 050822030 | FACILITY CODE | |
| 11. SHIP TO/MARK FOR DEPT OF ENERGY NATIONAL ENERGY TECH LAB 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880 | CODE | 02605 |
| | 12. PAYMENT WILL BE MADE BY OR for NETL (Morgantown) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4967 Oak Ridge TN 37831 | CODE |
| | | 00509 |

| | |
|--|---|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (0) | 14. ACCOUNTING AND APPROPRIATION DATA See Schedule |
|--|---|

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|--------------|------------------------|---------------|-----------|-----------------|-------------|
| Continued | | | | | |

15G. TOTAL AMOUNT OF CONTRACT \$4,011,910.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | |
|---|--|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DE-SOL-0010954, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|---|--|

| | | | | |
|---|--|--|---|--------------------------------|
| 19A. NAME AND TITLE OF SIGNER (Type or print) | 20A. NAME OF CONTRACTING OFFICER Brent M. Burns | | 20B. UNITED STATES OF AMERICA | 20C. DATE SIGNED 07/21/2017 |
| 19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign) | 19C. DATE SIGNED | | BY Signature on File (Signature of the Contracting Officer) | |

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NAME OF OFFEROR OR CONTRACTOR
EXETER ASSOCIATES, INC.

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 00001 | <p>Tax ID Number: 52-1220514 DUNS Number: 050822030 FOB: Destination Period of Performance: 09/13/2017 to 09/12/2018</p> <p>Utility Management Support Services for the Federal Energy Management Program (FEMP) Office</p> <p>Services are being required based upon a hybrid contract type of both Cost Reimbursement and Firm-Fixed-Price Contract Line Item Numbers (CLIN) based upon Part I, Section B, Services Being Acquired.</p> <p>BASE PERIOD 09/13/2017-09/12/2018</p> <p>OPTION PERIOD 1 09/13/2018-09/12/2019</p> <p>OPTION PERIOD 2 09/13/2019-09/12/2020</p> <p>OPTION PERIOD 3 09/13/2010-09/12/2021</p> <p>OPTION PERIOD 4 09/13/2021-09/12/2022</p> <p>Line item value is: [REDACTED] Incrementally Funded Amount: \$617,190.00 Requisition No: 17EE001652, 17EE002025</p> <p>Accounting Info: Fund: 00500 Appr Year: 2017 Allottee: 60 Report Entity: 300833 Object Class: 25461 Program: 2924134 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$24,900.00</p> <p>Accounting Info: Fund: 00500 Appr Year: 2017 Allottee: 60 Report Entity: 300833 Object Class: 25461 Program: 2923769 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$72,717.00</p> <p>Accounting Info: Fund: 00500 Appr Year: 2017 Allottee: 60 Report Entity: 300833 Object Class: 25461 Program: 2924211 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$24,853.00</p> <p>Accounting Info: Fund: 00500 Appr Year: 2017 Allottee: 60 Report Entity: 300833 Object Class: 25461 Program: 2924438 Project: 0000000 WFO: 0000000 Local Use: Continued ...</p> | | | | [REDACTED] |

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NAME OF OFFEROR OR CONTRACTOR
EXETER ASSOCIATES, INC.

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | 0000000 Funded: \$14,950.00 Accounting Info: Fund: 00500 Appr Year: 2017 Allottee: 60 Report Entity: 300833 Object Class: 25461 Program: 2924349 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$30,713.00 Accounting Info: Fund: 00500 Appr Year: 2017 Allottee: 60 Report Entity: 300833 Object Class: 25461 Program: 2923722 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$23,867.00 Accounting Info: Fund: 05350 Appr Year: 2017 Allottee: 60 Report Entity: 302218 Object Class: 25461 Program: 2720311 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$29,714.00 Accounting Info: Fund: 01250 Appr Year: 2017 Allottee: 60 Report Entity: 301133 Object Class: 25461 Program: 1110915 Project: 0004122 WFO: 0000000 Local Use: 0000000 Funded: \$135,000.00 Accounting Info: Fund: 00900 Appr Year: 2017 Allottee: 60 Report Entity: 300602 Object Class: 25231 Program: 2222905 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$218,476.00 Accounting Info: Fund: 00400 Appr Year: 2017 Allottee: 37 Report Entity: 450204 Object Class: 25461 Program: 1610703 Project: 0000000 WFO: 0000000 Local Use: 0452001 Funded: \$42,000.00 | | | | |

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Section B - Supplies or Services/Prices

B.1. SERVICES BEING ACQUIRED – UTILITY MANAGEMENT SUPPORT SERVICES FOR THE FEDERAL ENERGY MANAGEMENT PROGRAM

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the items of work as specified in the Performance Work Statement (PWS) set forth in Part III, Section J, Attachment A, and fulfill the other requirements of the contract including contract reporting set forth in the PWS. This contract is a hybrid blend of Cost-Plus-Fixed-Fee (CPFF) and Firm-Fixed-Price (FFP) Contract Line Item Numbers (CLINs). The contract provides Utility Management Support Services as described in the PWS.

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

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

| Base Period (Effective date through 12 months) | | | |
|---|---|--------------------|---------------------------|
| Item Number | Description (Cost-Plus-Fixed-Fee) | Estimate | Total Est Cost/Fee |
| SubCLIN 1a | Regulatory Intervention Support Services | | |
| | Estimated DPLH | █ | |
| | Estimated Cost (based on level of effort) | █ | |
| | Fixed-Fee | █ | |
| | Total Estimated Cost plus Fixed-Fee | | █ |
| SubCLIN 1b | Technical Support Services | | |
| | Estimated DPLH | █ | |
| | Estimated Cost (based on level of effort) | █ | |
| | Fixed-Fee | █ | |
| | Total Estimated Cost plus Fixed-Fee | | █ |
| Item Number | Description (Firm-Fixed-Price) | Total Price | |
| SubCLIN 2a | Project and Program Management & Administration Support | █ | |
| SubCLIN 2b | Regulatory Monitoring Services | █ | |
| CLIN 3 | Transition Activities | █ | |

Option Period I (13 months through 24 months)

| Item Number | Description (Cost-Plus-Fixed-Fee) | Estimate | Total Est Cost/Fee |
|-------------|---|-------------|--------------------|
| SubCLIN 1a | Regulatory Intervention Support Services | | |
| | Estimated DPLH | | |
| | Estimated Cost (based on level of effort) | | |
| | Fixed-Fee | | |
| | Total Estimated Cost plus Fixed-Fee | | |
| SubCLIN 1b | Technical Support Services | | |
| | Estimated DPLH | | |
| | Estimated Cost (based on level of effort) | | |
| | Fixed-Fee | | |
| | Total Estimated Cost plus Fixed-Fee | | |
| Item Number | Description (Firm-Fixed-Price) | Total Price | |
| SubCLIN 2a | Project and Program Management & Administration Support | | |
| SubCLIN 2b | Regulatory Monitoring Services | | |

Option Period II (25 months through 36 months)

| Item Number | Description (Cost-Plus-Fixed-Fee) | Estimate | Total Est Cost/Fee |
|-------------|---|-------------|--------------------|
| SubCLIN 1a | Regulatory Intervention Support Services | | |
| | Estimated DPLH | | |
| | Estimated Cost (based on level of effort) | | |
| | Fixed-Fee | | |
| | Total Estimated Cost plus Fixed-Fee | | |
| SubCLIN 1b | Technical Support Services | | |
| | Estimated DPLH | | |
| | Estimated Cost (based on level of effort) | | |
| | Fixed-Fee | | |
| | Total Estimated Cost plus Fixed-Fee | | |
| Item Number | Description (Firm-Fixed-Price) | Total Price | |
| SubCLIN 2a | Project and Program Management & Administration Support | | |
| SubCLIN 2b | Regulatory Monitoring Services | | |

Option Period III (37 months through 48 months)

| Item Number | Description (Cost-Plus-Fixed-Fee) | Estimate | Total Est Cost/Fee |
|-------------|---|----------|--------------------|
| SubCLIN 1a | Regulatory Intervention Support Services | | |
| | Estimated DPLH | | |
| | Estimated Cost (based on level of effort) | | |
| | Fixed-Fee | | |
| | Total Estimated Cost plus Fixed-Fee | | |

| | | | |
|------------|---|--|--|
| SubCLIN 1b | Technical Support Services | | |
| | Estimated DPLH | | |
| | Estimated Cost (based on level of effort) | | |
| | Fixed-Fee | | |
| | Total Estimated Cost plus Fixed-Fee | | |

| Item Number | Description (Firm-Fixed-Price) | Total Price |
|-------------|---|-------------|
| SubCLIN 2a | Project and Program Management & Administration Support | |
| SubCLIN 2b | Regulatory Monitoring Services | |

Option Period IV (49 months through 60 months)

| Item Number | Description (Cost-Plus-Fixed-Fee) | Estimate | Total Est Cost/Fee |
|-------------|---|----------|--------------------|
| SubCLIN 1a | Regulatory Intervention Support Services | | |
| | Estimated DPLH | | |
| | Estimated Cost (based on level of effort) | | |
| | Fixed-Fee | | |
| | Total Estimated Cost plus Fixed-Fee | | |

| | | | |
|------------|---|--|--|
| SubCLIN 1b | Technical Support Services | | |
| | Estimated DPLH | | |
| | Estimated Cost (based on level of effort) | | |
| | Fixed-Fee | | |
| | Total Estimated Cost plus Fixed-Fee | | |

| Item Number | Description (Firm-Fixed-Price) | Total Price |
|-------------|---|-------------|
| SubCLIN 2a | Project and Program Management & Administration Support | |
| SubCLIN 2b | Regulatory Monitoring Services | |

(End of clause)

B.2. ESTIMATED TOTAL VALUE OF CONTRACT

The estimated total value of this contract, inclusive of CLINs (including profit and fee) is

(End of clause)

B.3. DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)

Pursuant to the clause of this contract at FAR 52.232-22, Limitation of Funds, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

| Total Funds Obligated | Available for Payment | |
|------------------------------|------------------------------|----------------|
| \$617,190 | From: 09/13/2017 | To: 06/30/2018 |

(End of clause)

Section C - Description/Specifications

C.1 DOE-C-2002 Performance Work Statement (OCT 2014)

The Performance Work Statement (PWS) is located in Part III, Section J, Attachment A to this contract.

(End of clause)

Section D - Packaging and Marking

D.1 DOE-D-2001 Packaging and Marking (OCT 2014)

(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), including electronic means.

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

- (1) Identifies the contract by number pursuant to which the item is being delivered;
- (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

(End of clause)

Section E - Inspection and Acceptance

E.1. DOE-E-2001 Inspection and Acceptance (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clauses in Section E and applicable to the type of CLIN (i.e. Firm-Firm-Fixed-Price or Cost Reimbursement). If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

(End of clause)

E.2. 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996) (Firm-Fixed-Price CLIN Only)

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

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

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

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

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

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

(2) Reduce the contract price to reflect the reduced value of the services performed.

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

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

E.3. 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984) (Cost Reimbursement CLIN Only)

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

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

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

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

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

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

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

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

(2) Terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

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

BASE CONTRACT

The work to be performed under the Base Contract (Reference Part I, Section B) shall commence on the effective date of the contract and shall continue for **twelve (12) months**. NOTE: The Government may elect not to exercise any of the options, to exercise some option, or to exercise all options.

OPTION I

If Option I is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** (months thirteen (13) through twenty-four (24)).

OPTION II

If Option II is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** (months twenty-five (25) through thirty-six (36)).

OPTION III

If Option III is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** (months thirty-seven (37) through forty-eight (48)).

OPTION IV

If Option IV is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** (months forty-nine (49) through sixty (60)).

(End of clause)

F.2. 52.242-15 Stop-Work Order. (AUG 1989) (Firm-Fixed-Price CLIN Only)

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

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

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.3. 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984) (Cost-Reimbursement)

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

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

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

Section G - Contract Administration Data

G.1. DOE-G-2001 Contracting Officer Authority (OCT 2014)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.

(End of clause)

G.2. DOE-G-2002 Contracting Officer's Representative (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

(End of clause)

G.3. DOE-G-2003 Contractor's Program Manager (OCT 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

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

(End of clause)

G.4. DOE-G-2007 Contractor Performance Assessment Reporting (OCT 2014)

(a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3)

business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

(End of clause)

G.5. DOE-G-2008 Non-supervision of Contractor Employees (OCT 2014)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

(End of clause)

G.6. CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

A. Technical Correspondence

Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative, with an information copy of the correspondence to the DOE Contract Specialist.

B. Property Correspondence

Property correspondence (as used herein, this term includes correspondence which addresses matters which relate to property issues which come under the contract's Government property provisions) shall be addressed to the DOE Property Administrator, with information copies of the correspondence to the DOE Contracting Officer's Representative and the DOE Contract Specialist.

C. Indirect Rate Correspondence

All correspondence relating to the establishment, revision, and negotiation of billing and final indirect cost rates shall be addressed to the Contracting Officer for Indirect Cost Rate Management, with information copies of the correspondence to the DOE Contract Specialist.

D. Correspondence on Patent or Technical Data Issues

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

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

E. Other Correspondence

All other correspondence shall be addressed to the DOE Contract Specialist with information copies of the correspondence to the DOE Contracting Officer's Representative.

F. Subject Line(s)

All correspondence shall contain a subject line commencing with the contract number, i.e., DE-EE0008146, and identifying the specific contract action requested.

(End of clause)

G.7. SUBMISSION OF VOUCHERS/INVOICES

A. Voucher Form (SF 1034)

In requesting reimbursement, contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal), and F4220.50 (Statement of Cost). Electronic versions of the SF1034 and the F4220.50 can be found on the NETL website at <http://www.netl.doe.gov/business/forms.html>. The Statement of Cost shall be supported by the information contained in Paragraph (c) of this clause. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

In accordance with FAR 52.232-25, "Prompt Payment," all invoices shall include the following information:

1. Name and address of contractor/vendor
2. Invoice date
3. Contract number or other authorization for delivery of property or service
4. Description, price and quantity of property and services actually delivered or rendered
5. Shipping and payment terms
6. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
7. Name (where practicable), title, phone number and complete mailing address of the person to be notified in the event of a defective invoice.
8. Other substantiating documentation or information as required by the contract.

B. Statement of Cost

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

C. Supporting Documentation

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., senior engineer, technician, etc.) the hourly rate, and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item’s cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer (CO) or auditor approves a change in the billing rates, include a copy of the approval.

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

| Cost Element | Current Period | Cumulative Total |
|---|-----------------------|-------------------------|
| Firm-Fixed-Price (FFP CLIN) | XXXX | XXXX |
| Cost Incurred (cost reimbursement CLIN) | XXXX | XXXX |
| Fixed Fee (cost reimbursement CLIN) | XXXX | XXXX |
| DPLH (cost reimbursement CLIN) | XXXX | XXXX |

D. Submission of Voucher

Submit the original voucher including the Supporting Documentation to the following payment office. This submission may be done electronically through the Vendor Inquiry Payment Electronic Reporting System (VIPERS) available to Contractors at the following website: <https://vipers.doe.gov/>. Contractors must have a Federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system:

U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 4967
200 Administration Road
Oak Ridge, TN 37830

E. Billing Period

Vouchers shall be submitted no more frequently than monthly (unless prior written consent of the Contracting Officer for more frequent billing is obtained). The period of performance covered by vouchers should be the same as covered by any required monthly technical progress reports and/or monthly cost reports.

F. Payment Method

In accordance with the clause entitled “Payment by Electronic Funds Transfer – System for Award Management,” payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as “Vendor Express.”

G. Defective Invoices

Invoices that are determined to be defective, and therefore not suitable for payment, shall be returned to the Contractor as soon as practicable, specifying the reason(s) why the invoice is not proper.

H. Status of Payments

The Oak Ridge Financial Service Center (ORFSC) has a system via Internet, in which contractors can request information about payments by invoice, by contract number, and/or by paid date. The system is called Vendor Inquiry Payment Electronic Reporting System (VIPERS) and is available to contractors at the following website: <https://vipers.doe.gov/>. Contractors must have a Federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system.

I. Invoice Approval

The Contract Specialist and Invoice Approving Official is Susan Miltenberger. The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is Erin Russell-Story.

(End of clause)

G.8. NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR

A support service Contractor performs the function of processing of all invoices submitted to the National Energy Technology Laboratory, against its awards. Therefore, this Contractor has access to cost/rate information. A special provision in this Contractor's award requires the confidential treatment by all Contractor employees of any and all business confidential information of other Contractors and financial assistance recipients to which they have access.

(End of clause)

G.9. PAYMENT OF FIXED FEE

In accordance with 52.216-8, the amount of fee payment will be based upon the approved fee schedule of the contract. The fee schedule shall include a reserve withholding of not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less.

The total amount of fixed fee earned under the contract upon its expiration shall be 100% of the fixed fee set forth in the schedule; provided, however, that the level of effort delivered under the contract equals or exceeds 90% of the specified level of effort to be delivered under the contract. If the level of effort delivered under the contract is less than 90% of the specified level of effort to be delivered under the contract then the total amount of fixed fee earned shall be a prorated amount derived by dividing the level of effort received by the specified level of effort to be delivered under the contract, and multiplying the result by the total fixed fee set forth in the schedule.

(End of clause)

Section H - Special Contract Requirements

H.1. DOE-H-2013 Consecutive Numbering (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

(End of clause)

H.2. DOE-H-2029 Position Qualifications (OCT 2014)

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" in Section J, Attachment B, except as the Contracting Officer may otherwise authorize.

(End of clause)

H.3. DOE-H-2031 Level-of-Effort (OCT 2014)

(a) This level-of-effort contract requires the Contractor to provide a specified number of Direct-Productive-Labor-Hours (DPLH) in performing the work required under the contract. The total number of DPLH required is specified in Section B.

(b) The DPLH are those actual hours expended by the Contractor's personnel, or any subcontractor personnel, performing work under this contract that are charged as direct labor consistent with the respective Contractor's or subcontractor's established accounting policies and procedures and the clause at FAR 52.216-7, Allowable Cost and Payment. While a subcontractor's established accounting policies and procedures may differ from that of the Contractor (including a subcontractor's billing requirements with the Contractor), the actual DPLH expended by the subcontractor count toward the total DPLH in paragraph (a). The DPLH does not include sick leave, vacation leave, holiday leave, military leave, or any type of administrative leave.

(c) The Contractor shall not exceed the total DPLH specified in paragraph (a), unless the Contracting Officer increases or decreases the total DPLH required in paragraph (a) in order to meet work requirements within the scope of the contract. Once the total DPLH specified in paragraph (a) is expended or the term of the contract has expired, the Contractor's obligations under the contract are fulfilled, even though the specified work may not have been completed.

(d) If the Contracting Officer increases or decreases the DPLH required and such adjustment to the DPLH is within +/- 10% of the total DPLH specified, there shall be no increase or decrease in the total amount of fixed fee as specified in Section B of the contract.

(e) Notwithstanding the requirements of this clause for the Contractor to provide the level-of effort specified in paragraph (a), the terms of this clause do not supersede the requirements of the clause at 52.232-22, "Limitation of Funds."

(End of clause)

H.4. DOE-H-2033 Alternative Dispute Resolution (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

(End of clause)

H.5. DOE-H-2048 Public Affairs – Contractor Releases Of Information (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least seven (7) calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

(End of clause)

H.6. DOE-H-2051 Annual Representations And Certifications And Other Statements Of The Offeror (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-8, Annual Representations and Certifications, the Contractor's Online Representations and Certifications Application (ORCA) dated 7/10/2017 is hereby incorporated into the contract by reference.

(b) The Contractor, by signing this contract, certifies that it has verified that its ORCA submission incorporated by reference into this contract pursuant to paragraph (a) above is current, accurate, complete, and applicable to this contract.

(End of clause)

H.7. PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTORS AND/OR CONSULTANTS

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract, including consultants, for which advance notification is required under FAR 52.244-2, "Subcontracts."

Any request for subcontract/consultant approval shall include the elements prescribed by FAR 52.244-2, including subcontractor/consultant Representations and Certifications. For consultants, the Contractor will obtain and furnish information supporting the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultants to others for performing consulting services of a similar nature.

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

The Contractor is hereby given consent to the placement of the following subcontracts, which were evaluated during negotiations:

None

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. All subcontracts and/or consultants must contain all applicable flow-down clauses contained in Part II, Section I.

(End of clause)

H.8. DOE-H-2065 Reporting Of Fraud, Waste, Abuse, Corruption, Or Mismanagement (OCT 2014)

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

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

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

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

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must –

(1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

(2) Not impede or hinder another employee's cooperation with the OIG; and

(3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.9. DOE-H-2070 Key Personnel (OCT 2014)

(a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:

| Name: | Position/Title |
|------------|----------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

In addition to the requirement for the Contracting Officer’s approval before removing, replacing, or diverting any of the listed key personnel, the Contracting Officer’s approval is also required for any change to the position assignment of a current key person.

(b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.

(c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:

- (1) The term “reasonably in advance” is defined as thirty (30) calendar days.
- (2) Key personnel are considered “managerial personnel” under the clause at “Key Personnel.”

(End of clause)

H.10. DOE-H-2075 Prohibition on Funding for Certain Nondisclosure Agreements (OCT 2014)

The Contractor agrees that:

a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.11. DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)

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

(End of clause)

H.12. COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS

In performing work under this contract, the Contractor shall comply with all relevant Federal, State, and local statutes, ordinances, laws, and regulations and DOE/NETL directives (e.g., orders, policies, and procedures).

H.13. INSURANCE – MINIMUM REQUIREMENTS

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

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

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

(b) General Liability.

The Contractor shall obtain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and property damage liability insurance coverage of at least \$500,000 per occurrence.

(c) Automobile Liability.

The Contractor shall obtain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles, including Government furnished vehicles, used in connection with performing the contract. The Contractor shall obtain coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage, including any property damage to Government furnished vehicles.

(End of clause)

H.14. WORK BREAKDOWN STRUCTURE

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

- A. WBS Structure Use – The Contractor shall use the WBS structure approved by the COR as the basis for all contractual reporting, invoicing, and accounting;
- B. Changes in WBS – On an annual basis the Contractor shall review their WBS Structure to ensure continued compliance with the work required. If a change is determined to be necessary, the Contractor shall submit a revised WBS for review and approval;

C. Subcontract WBS – The Contractor shall include the requirements of this clause in all cost-reimbursement subcontracts it issues when:

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

D. Example:

1. WBS Level 1: Contract Level Reporting
2. WBS Level 2: CLIN Level Reporting
3. WBS Level 3: SubCLIN Level Reporting (if needed)
4. WBS Level 4: Activity Level Reporting (if needed)

Further levels as appropriate.

(End of clause)

H.15. TRAVEL AND PER DIEM COSTS

Costs incurred by Contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable subject to the limitations contained in FAR 31.205-46 and the terms and conditions of this contract. Foreign travel is not expected to be incurred under this contract; however, in the event that foreign travel is required, it shall be subject to DEAR 952.247-70.

Cost Reimbursable CLINs - Travel must be pre-approved by the Contracting Officer’s Representative (COR) or designee. The Contractor shall submit travel requests at least seven (7) days in advance of the start of travel.

Fixed-Price CLINs - Under Firm-Fixed-Price CLINs, the price associated with travel and per diem (as identified in the supporting document for the lump sum Firm-Fixed-Price) will be reviewed from the standpoint of reasonableness and for compliance with travel regulations.

H.16. LIMITATION OF INDIRECT COST (COST-REIMBURSABLE CLIN ONLY)

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

| Percentage of Overall Rate Entity: Exeter Associates Inc. | | Indirect Cost Ceiling Rate(s) per Contractor’s Fiscal Year (1) | | | | |
|--|---------------------|--|---------|---------|---------|---------|
| Indirect Cost | Base of Application | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 |
| Overhead | Direct Labor Costs | ■ | ■ | ■ | ■ | ■ |
| G&A | Direct Labor Costs | ■ | ■ | ■ | ■ | ■ |

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

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

This clause shall be flowed down to all subcontracts issued under a cost reimbursement basis. The indirect rate ceilings contained in this clause shall be negotiated prior to the placement of any cost-reimbursement subcontracts not previously authorized in Part I, Section, H, "Designation And Consent Of Major Or Critical Subcontracts." The prime contractor is responsible for negotiating the indirect rate ceilings and ensuring a copy is contained in the subcontract approval package submitted to the Government. However, if the subcontractor is concerned with the prime contractor having access to company proprietary information, with permission from the prime contractor, the required information can be submitted directly to the Government for negotiation. In this instance, the prime contractor will forward an e-mail to the Contract Specialist stating their intention/agreement for the Government to negotiate the indirect rate ceilings. Upon completion, the Government will maintain the agreed upon rate ceilings and provide the prime contractor with a written notification that negotiations with the subcontractor have been completed.

H.17. ANNUAL INDIRECT RATE SUBMISSIONS (COST-REIMBURSABLE CLIN ONLY)

A. Introduction

1. Indirect billing, revised billing (as necessary), and final rate agreements must be established between a Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the contract. These indirect rate billing agreements allow a Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.
2. Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with their approved accounting system. Revised billing rates allow a Contractor or DOE to adjust the approved billing rates, based upon updated information, in order to prevent significant over or under billings. Revised billing rates, once established, are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings which used the previously approved billing rates.
3. A final indirect rate proposal represents the indirect rate expenses actually incurred during a fiscal year and the actual business base experienced. Once established they are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings if the established final rates differ from the previously approved billing rates.
4. FAR 42.703(a) stipulates that "A single agency (see FAR 42.705-1) shall be responsible for establishing final indirect cost rates for each business unit. These rates shall be binding on 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 with the largest dollar amount of negotiated contracts, including options, by fiscal year with a Contractor.
5. Sections (B) and (C) or (D) of this clause define the requirements to be followed by the Contractor in establishing indirect rates for contracts when DOE is the CFA and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

B. Requirements whether or not DOE is the CFA

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

2. Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the DOE Indirect Rate Management Contracting Officer (IRMCO). 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 IRMCO.
3. The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the DOE IRMCO 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 IRMCO that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the DOE IRMCO will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.
4. All Indirect Rate agreements and correspondence shall be submitted to PricingGroup@netl.doe.gov.

C. Requirements when DOE is the CFA

1. No later than six (6) months after the close of its fiscal year, the Contractor shall identify to the DOE IRMCO all of its contracts with Federal agencies, either as a prime or as a subcontractor (any level), and provide the following information for those contracts:

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

2. In accordance with the "Allowable Cost and Payment" clause (DEAR 952.216-7) the Contractor, as soon as possible but not later than six (6) months after the close of its fiscal year, shall submit to the DOE IRMCO, identified in paragraph (b)(4) of this clause, a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. The Contractor's failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of the vouchers.
3. The settlement of the final indirect rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.
4. Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the DOE IRMCO. 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 IRMCO (see FAR 42.704).
5. The Contractor shall provide to the DOE IRMCO annually, no later than 30 calendar days after the close of its fiscal year, a billing rate proposal for the ensuing fiscal year, with supporting data. Failure to provide the required rate proposals in a timely fashion may impact payment of vouchers and could ultimately result in suspension of the indirect expense portion of vouchers.
6. If the projected indirect expenses or bases change substantially during any fiscal year, the Contractor shall notify the DOE IRMCO in writing and request an adjustment to the indirect billing rates. Upon review of the revised billing rate proposal the DOE IRMCO may adjust the previously approved billing rates. Such adjustments will apply retroactively to all billings containing the previously approved rates for the fiscal year in question and the Contractor shall make all appropriate adjustments on its next voucher.

D. Requirements when DOE is not the CFA

1. When another Federal agency or a different DOE Office has the CFA responsibility for the establishment of indirect rates with the Contractor, the Contractor shall provide a copy of the rate proposals, including all supporting documentation,

submitted to the CFA. These submittals to DOE shall be within the time periods established within paragraphs (C)(2) and (C)(5) of this clause unless a written request for an extension is submitted by the Contractor and granted by DOE. Failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of vouchers.

2. The Contractor shall provide copies of all rates established by that CFA and any correspondence related to indirect rates to the DOE IRMCO. It is imperative that the DOE IRMCO 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 IRMCO before any rates contained therein can be used by the Contractor for cost reimbursement under this contract.

H.18. SUBCONTRACTOR FACILITIES CAPITAL COST OF MONEY

- A. To the extent a subcontractor proposes to recover as an element of proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime Contractor, the FCCOM cost principle (FAR 31.205-10) shall apply to subcontracts and new scope modifications issued thereto which are fee bearing cost reimbursement type or negotiated fixed price type.
- B. To the extent a subcontractor is eligible to recover yet does not propose as an element of proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime Contractor, the higher tier subcontractor or the prime Contractor shall insert the following provision in any such subcontract or new scope modification issued thereto:
 1. Waiver of Facilities Capital Cost of Money (FAR 52.215-17, OCT 1997)
 2. The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.
- C. The Contractor agrees to insert the substance of this clause, including this paragraph (C) altered as necessary for proper identification of the parties, in any subcontract placed hereunder which is a fee bearing cost reimbursement or negotiated fixed price type.

Section I - Contract Clauses

- I.1. 52.202-1 Definitions. (NOV 2013)
- I.2. 52.203-3 Gratuities. (APR 1984)
- I.3. 52.203-5 Covenant Against Contingent Fees. (MAY 2014)
- I.4. 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)
- I.5. 52.203-7 Anti-Kickback Procedures. (MAY 2014)
- I.6. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
- I.7. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
- I.8. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
- I.9. 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
- I.10. 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
- I.11. 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
- I.12. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2016)
- I.13. 52.204-13 System for Award Management Maintenance. (OCT 2016)
- I.14. 52.204-14 Service Contract Reporting Requirements. (OCT 2016)
- I.15. 52.204-22 Alternative Line Item Proposal. (JAN 2017)
- I.16. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
- I.17. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)
- I.18. 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
- I.19. 52.215-2 Audit and Records - Negotiation. (OCT 2010)
- I.20. 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)
- I.21. 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (AUG 2011)
- I.22. 52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications. (OCT 2010)
- I.23. 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)
- I.24. 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)
- I.25. 52.215-23 Limitations on Pass-Through Charges. (OCT 2009)

I.26. 52.216-7 Allowable Cost and Payment. (JUN 2013) (COST REIMBURSEMENT CLIN ONLY)

I.27. 52.216-8 Fixed Fee. (JUN 2011) (COST REIMBURSEMENT CLIN ONLY)

I.28. 52.217-8 Option to Extend Services. (NOV 1999)

I.29. 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within fifteen (15) calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

I.30. 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

I.31. 52.219-8 Utilization of Small Business Concerns. (NOV 2016)

I.32. 52.219-14 Limitations on Subcontracting. (JAN 2017)

I.33. 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

I.34. 52.222-2 Payment for Overtime Premiums. (JUL 1990) (COST REIMBURSEMENT CLIN ONLY)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0* or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

I.35. 52.222-3 Convict Labor. (JUN 2003)

I.36. 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)

I.37. 52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)

I.38. 52.222-21 Prohibition of segregated facilities. (APR 2015)

I.39. 52.222-26 Equal Opportunity. (SEP 2016)

I.40. 52.222-35 Equal Opportunity for Veterans. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.41. 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.42. 52.222-37 Employment Reports on Veterans. (FEB 2016)

I.43. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

I.44. 52.222-50 Combating Trafficking in Persons. (MAR 2015)

I.45. 52.222-54 Employment Eligibility Verification. (OCT 2015)

- I.46. Reserved**
- I.47. 52.223-6 Drug-Free Workplace. (MAY 2001)**
- I.48. 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**
- I.49. 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- I.50. 52.227-1 Authorization and Consent. (DEC 2007)**
- I.51. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)**
- I.52. 52.227-3 Patent Indemnity. (APR 1984)**
- I.53. 52.227-14 Rights in Data-General. (MAY 2014)**
- I.54. 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)**

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated May 1, 2017, upon which this contract is based.

(End of clause)

- I.55. 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)**
- I.56. 52.229-3 Federal, State, and Local Taxes. (FEB 2013)**
- I.57. 52.232-1 Payments. (APR 1984) (FIRM-FIXED-PRICE CLINs ONLY)**
- I.58. 52.232-9 Limitation on Withholding of Payments. (APR 1984)**
- I.59. 52.232-17 Interest. (MAY 2014)**
- I.60. 52.232-18 Availability of Funds. (APR 1984)**
- I.61. 52.232-22 Limitation of Funds. (APR 1984) (COST REIMBURSEMENT CLIN ONLY)**
- I.62. 52.232-23 Assignment of Claims. (MAY 2014)**
- I.63. 52.232-25 Prompt Payment. (JAN 2017) - Alternate I (FEB 2002)**
- I.64. 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)**
- I.65. 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**
- I.66. 52.233-1 Disputes. (MAY 2014)**
- I.67. 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)**
- I.68. 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- I.69. 52.237-3 Continuity of Services. (JAN 1991)**

- I.70. 52.242-1 Notice of Intent to Disallow Costs. (APR 1984) (COST REIMBURSEMENT CLIN ONLY)**
- I.71. 52.242-3 Penalties for Unallowable Costs. (MAY 2014) (COST REIMBURSEMENT CLIN ONLY)**
- I.72. 52.242-4 Certification of Final Indirect Costs. (JAN 1997) (Cost Reimbursement CLIN Only)**
- I.73. 52.242-13 Bankruptcy. (JUL 1995)**
- I.74. 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984) (Firm-Fixed-Price CLIN only)**
- I.75. 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984) (Cost Reimbursement CLIN only)**
- I.76. 52.244-2 Subcontracts. (OCT 2010)**

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontracts with a value greater than \$10,000.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

See Section H, Designation And Consent Of Major Or Critical Subcontracts.

(End of clause)

- I.77. 52.244-5 Competition in Subcontracting. (DEC 1996) (COST REIMBURSEMENT CLIN ONLY)**
- I.78. 52.244-6 Subcontracts for Commercial Items. (JAN 2017)**
- I.79. 52.246-25 Limitation of Liability - Services. (FEB 1997)**
- I.80. 52.247-63 Preference for U.S.-Flag Air Carriers. (JUN 2003)**
- I.81. 52.249-4 Termination for Convenience of the Government (Services) (Short Form). (APR 1984) (Firm-Fixed-Price CLIN Only)**
- I.82. 52.249-6 Termination (Cost-Reimbursement). (MAY 2004) (Cost Reimbursement CLIN Only)**
- I.83. 52.249-14 Excusable Delays. (APR 1984) (COST REIMBURSEMENT CLIN ONLY)**
- I.84. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

(End of clause)

I.85. 952.202-1 Definitions.

As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

(End of clause)

I.86. 952.204-75 Public Affairs. (DEC 2000)

(a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.

(b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.

(c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.

(d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.

(e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.

(f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.

(g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

(End of Clause)

I.87. 952.208-70 Printing. (APR 1984)

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8 1/2 by 11 inches one side only, one color. A requirement is defined as a single publication document.

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

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

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

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

(End of clause)

I.88. 952.209-72 Organizational conflicts of interest. (AUG 2009)

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

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

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been

substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-

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

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

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

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the

time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(End of clause)

I.89. 952.215-70 Key Personnel. (DEC 2000)

(a) The personnel listed below or elsewhere in this contract are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(1) Notify the Contracting Officer reasonably in advance;

(2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and

(3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

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

(End of clause)

I.90. 952.216-7 Allowable cost and payment.

As prescribed in 916.307(a), when contracting with a commercial organization modify paragraph (a) of the clause at 48 CFR 52.216-7 by adding the phrase "as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR)," after "FAR subpart 31.2".

(End of clause)

I.91. 952.226-74 Displaced employee hiring preference. (JUNE 1997)

(a) Definition. Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the Contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

I.92. 952.242-70 Technical Direction. (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

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

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

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

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

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

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

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

(End of Clause)

I.93. 952.251-70 Contractor employee travel discounts. (AUG 2009)

(a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.

(b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.

(c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.

(d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.

(e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.

(f) Obtaining travel discounts.

(1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.

(2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

J.1. **DOE-J-2001 List of Attachments (OCT 2015)**

The following attachments constitute part of this contract:

| Attachment Number | Title | Pages |
|--------------------------|----------------------------------|--------------|
| A | Performance Work Statement (PWS) | 20 |
| B | Position Qualifications | 4 |

**Performance Work Statement (PWS)
Federal Energy Management Program (FEMP)
Utility Management Support Services
Version 1.0 – 2017-03-24**

1.0 CONTRACT STRUCTURE

The Department of Energy (DOE), National Energy Technology Laboratory (NETL) requires Utility Management Support Services for the DOE Federal Energy Management Program (FEMP) and the DOE Office of General Counsel (OGC).to mitigate programmatic impacts of the increasing cost of utility services. This contract will provide technical support services that will assist in meeting programmatic objectives through participation in utility rate proceedings to protect the DOE and other Federal Executive Agencies (FEAs) consumer and programmatic interests. Additionally, this contract will provide support services in determining the most cost effective way to meet the utility service requirements at DOE and DOE National Nuclear Security Administration facilities, together referred to as DOE Facilities, herein. The Contractor shall perform work on a contract line item number (CLIN) basis. The contract will contain two (2) CLINs, which are summarized below in Section 5.0 Contract Line Item Numbers (CLINS).

2.0 BACKGROUND

DOE is one of the largest consumers of energy in the United States. DOE's facilities consume approximately \$455 Million in utility services for electricity, natural gas and water. DOE has been delegated authority to procure utility services on behalf of its sites and facilities from the United States General Services Administration (GSA). GSA has also delegated authority to DOE to intervene in regulatory proceedings before certain public utility commissions and other regulatory bodies to represent the consumer interests of specified Federal Executive Agencies (FEAs).

In accordance with its delegation from GSA, DOE has an established program to represent FEA consumer interests in regulatory proceedings and for the acquisition and management of DOE facility utility services. The primary goal of the program is to insure the best value for these utility services and to protect the consumer interests of DOE. This program is managed by FEMP and the DOE Office of General Counsel, at the DOE Headquarters, in Washington, DC.

3.0 PURPOSE

The purpose of this contract is to provide services that will assist DOE and DOE OGC in (1) participating in utility regulatory proceedings to protect DOE facility consumer interests; and, (2) determining the most effective strategies for acquiring utility services or right-sizing infrastructure to meet the needs of DOE facilities. As a direct result of contract performance, FEMP expects to achieve and obtain the following:

- Quality energy related support services in all functional areas covering all DOE facilities.
- Timely, highly accurate and defensible recommendations and deliverables (including but not limited to reports, presentations, depositions, and written testimony for Government consideration).
- Analysis, evaluation, recommendations, and deliverables to assist the Government in making faster, better informed decisions concerning DOE utility acquisition strategies, right-sizing infrastructure and regulatory intervention activities on behalf of the FEAs.
- Proactive identification of potential issues, with related analysis, evaluation, and recommendations to the Government for potential solutions.
- Cost avoidance/cost savings results and other benefits accrued through Contractor's efforts in performing this contract.
- Support for concurrent efforts across multiple jurisdictions.

The Contractor shall provide the full range of technical and professional utility management support services necessary to meet contract requirements.

4.0 OVERSIGHT AND MANAGEMENT

The Contractor shall provide a Program Manager to serve as the Contractor's authorized supervisor for technical and administrative performance of all work. The Program Manager shall receive and execute, on behalf of the Contractor, such technical direction as the DOE Contracting Officer's Representative (COR) may issue within the terms and conditions of the contract. The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees are accountable solely to the Contractor's management, who in turn is responsible for performance to the Government. Historically, the Senior Utilities Task Manager functioned in dual roles as the Program Manager.

The Contractor shall provide a stable, competent work force to meet the requirements of the contract. The Contractor shall ensure that its contract personnel, over the contract life, increasingly know and understand FEMP's mission, its policies, and utility and regulatory environments within which the Department's facilities operate while leveraging available reports and prior work on related topics. The Contractor shall institute procedures to refresh and enhance this knowledge and understanding. Employees shall remain technically current in their fields of expertise.

5.0 CONTRACT LINE ITEM NUMBERS (CLINs)

The Contractor shall perform work on a contract line item number (CLIN) basis. The contract will contain three (3) CLINs. Summaries of these CLINs are as follows.

- CLIN 1 –Regulatory Intervention Support and Technical Support Services (Cost Reimbursement)
- CLIN 2 – Project and Program Management and Regulatory Monitoring Services (Firm-Fixed-Price)
- CLIN 3 – Transition Activities (Firm-Fixed-Price)

5.1 CLIN 1 –Regulatory Intervention Support and Technical Support Services (Cost Reimbursement)

CLIN Type

This CLIN is planned to be cost reimbursement.

Place of Performance

The place of performance for this CLIN is primarily Contractor's offices with occasional travel to DOE sites.

Objectives

The objective of the technical and regulatory intervention support services CLIN is to provide timely, accurate and professionally written expert analysis that FEMP can depend on when making utility acquisition planning decisions. The contractor is expected to provide timely, accurate and professionally written expert analysis that FEMP and OGC can depend on when participating in or considering participating in regulatory proceedings.

Scope/Requirements

SubCLIN 1a Regulatory Intervention Support Services. Contractor will provide timely regulatory support to FEMP and OGC in jurisdictions where DOE's consumer interests may be affected; such support may be required under short, inflexible, critical deadlines required by the relevant State Commission. The Contractor shall also assist DOE in any settlement or other negotiations related to a regulatory proceeding. The Contractor shall provide testimony on cost allocation, rate design, tariff, cost of capital and revenue requirement issues. All travel and/or work under all SubCLINs may only commence at the direction of the COR.

SubCLIN 1a-1 Preliminary Analysis of Regulatory Action

The Contractor shall prepare preliminary review and analysis of State, local, Federal or other regulatory filings that affect DOE consumer interests. These regulatory filings will vary greatly in content and volume and include items such as the utility company's direct testimony, schedules, exhibits, pertinent studies, and supporting appendices. The Contractor shall identify from this preliminary review all major issues affecting specific DOE locations and the selected sites of other major FEAs. The Contractor shall estimate the annual financial impact to DOE and the identified FEAs and provide information to support a Government decision on whether to proceed with an intervention based on the likelihood of achieving the stated results. The Government shall ultimately make the determination whether to proceed with intervention in a regulatory action.

When applicable, using information from the Preliminary Analysis, the Contractor shall provide assistance to DOE in monitoring certain utility cases, such as fuel or purchased power adjustment proceedings, when DOE does not decide to actively participate in the proceeding. In those cases, the Contractor shall review the testimony and pleadings of the utility and other intervenors and provide DOE with periodic updates on the progress

of the case when there may be forthcoming or potential impacts on DOE or other FEA sites.

SubCLIN 1a-2 Detailed Analysis of Regulatory Action(s)

Provide a thorough review and analysis of all documents filed by all parties to a regulatory action, including those submitted by the affected utility company and other interveners, either initially or during the course of the regulatory action. Review and analyze the facts, findings, conclusions, opinions, and orders of the regulatory body in accordance with the overall objectives of DOE and/or other FEAs. Prepare and provide accounting, economic, financial, engineering, regulatory, or other public utility studies, exhibits, expert testimonies, and evaluations as requested by the Government. Such reviews and analyses may include:

- Rate Design, Rate Base, Rate of Return, Cost of Service, Revenue Requirements, and components of the overall Rate of Return.
- Attrition Allowances
- Capital Structure
- Administrative and General Expenses
- Operation and Maintenance Expenses
- Depreciation Expenses
- Utility Plant In Service
- Amortization of Utility Plant Acquisition or Losses or Conversion Expenses
- Taxes Other than Income Taxes; Federal Income Taxes; Provision for Deferred Income Taxes; Investment Tax Credits; and Accumulation of Deferred Taxes
- Gains or Losses from Disposition of Utility Plant
- Allowances for Funds Used During Construction
- Interest Charges
- Extraordinary Items
- Land and Plant Held for Future Use
- Construction Work in Progress
- Contributions in Aid of Construction
- Allowances for Working Capital, Materials and Supplies, and Prepayments
- Pollution Control Equipment
- Proposed Merger Impacts
- Policy Questions Raised by Commission or of Importance to DOE/FEA

SubCLIN 1a-3 Regulatory Participation and Organizational Meeting

Contractor will meet with FEMP and OGC to discuss rate case or other regulatory participation and an organized approach to that participation, including a timeline that will be established and approved by OGC and FEMP.

SubCLIN 1a-4 Data Request Support for Applicant/Application Testimony

The Contractor shall assist OGC in developing necessary Data Requests to the Company / Applicant based upon its Application/Direct Testimony.

SubCLIN 1a-5 Technical Support

Contractor to provide technical input for briefs, pleadings and settlement negotiations to DOE OGC.

SubCLIN 1a-6 Data Request Support for Intervenor Testimony

Contractor will assist DOE OGC in developing and/or responding to necessary data requests, appearing in depositions, and distributing such data requests and/or responses. Prepare multiple data requests as needed and review responses to data requests of DOE and all other parties.

SubCLIN 1a-7 Expert Testimony Support

Develop and provide pre-filed expert testimony in support of the DOE determined positions and issues, subject to DOE oversight and final approval. Prepare proposed expert testimony in the format required by the regulatory body or as otherwise specified. Present testimony as an expert witness in support of DOE determined positions and issues, for consideration by State, local, Federal and other regulatory bodies, as requested and pre-approved by DOE. Such testimony may include accounting, economic, financial, engineering, regulatory, or other public utility studies, exhibits, expert testimonies, and evaluations as directed and pre-approved by DOE.

- Prepare and file direct and cross-rebuttal testimony.
- Provide material to and assist DOE counsel as needed to prepare DOE counsel to cross examine the utility's and other intervenors' witnesses.
- Brief DOE and/or FEA legal counsel and other representatives on proposed cross-examination questions and expected answers of all witnesses as identified by DOE's legal counsel, as well as assisting in the development of cross-examination questions.
- Attend hearings to stand for cross examination.
- Identify data request responses that other relevant documents/material that should be offered into evidence at hearings as exhibits.
- As requested by the COR and in coordination with FEMP and OGC, the contractor shall provide expert testimony representing the positions taken by DOE on all major issues where DOE determines testimony is required including traveling to hearings and testifying in person.

SubCLIN 1a-8 Settlement Negotiations Support

As directed by the COR, the contractor shall provide appropriate direct technical support to FEMP and OGC during settlement negotiations and provide an analysis to DOE of the impact of any settlement offers. The Contractor shall support FEMP and OGC by traveling to settlement negotiations in person (as appropriate).

- Participate (in person, as needed and as appropriate) in settlement negotiations when requested and attend settlement conferences as

requested.

- Assist DOE with any negotiations (as appropriate) related to the docket and/or a new, existing or modification to a service agreement as requested.

SubCLIN 1a-9 Hearings Support

Contractor will attend hearings of regulatory bodies, as requested by DOE and provide technical advice and expert opinion during the course of hearings in the capacity of an expert witness, in conformance with DOE positions and issues, as requested and pre-approved by DOE. Any expert opinion provided by the Contractor is expressly subject to DOE oversight and final approval.

SubCLIN 1a-10 Briefing Support

Contractor will provide technical advice and expert opinion to counsel during the course of drafting Initial, Reply and any further briefs authorized to be filed by the state public utility commission. Contractor will review brief drafts and provide comments consistent with DOE positions.

SubCLIN 1a-11 Preliminary Order Review

Contractor will review any preliminary order issued by the Administrative Law Judge to a proceeding and provide technical advice and expert opinion advising counsel on any and all exceptions counsel may need to take to the preliminary order to best represent DOE positions in the case. Contractor will advise counsel of the monetary impacts of each topic relevant to DOE covered in the Preliminary Order to aid counsel in determining whether Exceptions are warranted.

SubCLIN 1a-12 Motions Support

Contractor will provided technical advice and expert opinion to aid counsel, as needed, in the development of Motions for Rehearing or Reconsideration, and all other motions, as determined by counsel, required to assist DOE’s participation in the case. Contractor will review all motions and provide comments in conformance with DOE positions, as requested by counsel.

SubCLIN 1a-13 Final Order Review/Evaluation Report

Provide a final evaluation report on DOE’s activities in the case. Review and analyze final orders and/or opinions issued by the regulatory body. Prepare and submit to DOE a Final Order Review which includes a brief synopsis of the entire regulatory proceeding and identifies the issues that were decided in favor of or against DOE and identified FEAs. Provide a listing of the issues identified in the Final Order Review with an estimate of the annual dollar impact, and other Government/DOE facility benefits, and recommendations on issues to be addressed in future regulatory proceedings.

Deliverables/Schedule

| SubCLIN | Due Date | Deliverable |
|---------|----------|-------------|
|---------|----------|-------------|

| | | |
|---|--|--|
| 1a-1: Preliminary Analysis of Regulatory Action | No less than 5 business days prior to the deadline to intervene. | Complete a Preliminary Analysis. Detail sufficient to enable OGC to make an informed rate case participation decision. |
| 1a-2: Detailed Analysis of Regulatory Action(s) | Within 30 days of company application to State Commission. | Provide a comprehensive analysis of all aspects of regulatory action. Detail sufficient to (1) enable OGC to make an informed rate case participation decision, and (2) to identify issues to conduct Discovery. |
| 1a-3: Regulatory Participation and Organizational Meeting | Upon issuance of Case Schedule and as requested by OGC. | Establishment of rate case Consultant deadlines in consultation with OGC and FEMP. |
| 1a-4: Data Request Support for Applicant/Application Testimony | Ten working days following Organizational Meeting. | Send Data Requests on Applicant Direct Testimony to OGC. |
| 1a-5: Technical Support | As requested by OGC. | Provide DOE technical input on Motions and other pleadings as required by DOE OGC. |
| 1a-6: Data Request Support for Intervenor Testimony | As set by OGC and based upon the procedural schedule. | Send Discovery Requests on Intervenor Direct Testimony to OGC. |
| 1a-7: Expert Testimony Support | At least ten working days prior to scheduled filing dates adopted by the governing PUC | Provide draft testimony and exhibits to DOE Counsel. |
| | Sufficient time in accord with approved case schedule and as requested by OGC. | Review Intervenor and Staff Direct Testimony and prepare Data Requests related to testimony. |
| | In accord with approved Scheduling Order and as requested by OGC. | Provide Rebuttal Testimony to Staff and Intervenor Testimony to OGC. |
| | In accord with approved Scheduling Order and as request by OGC. | Review Applicant Rebuttal Testimony and provide Data Requests to OGC. |

| | | |
|--|--|--|
| | In accord with approved Scheduling Order and as request by OGC. | Provide Surrebuttal Testimony, as required, to DOE OGC. |
| | In accord with approved Scheduling Order and as request by OGC. | Review Staff, Intervener and Company Surrebuttal Testimony and provide Discovery Requests, as needed, to OGC |
| 1a-8: Settlement Negotiations Support | Pursuant to schedules adopted by the governing PUC and as requested by DOE OGC. | Evaluate the settlement proposal offered by the utility; identify what rate impacts the proposal will have to the site; provide a recommendation on whether to accept, reject, or counter the proposal. |
| 1a-9: Hearings Support | Pursuant to schedules adopted by the governing PUC and as requested by OGC. | Attend hearings as necessary to defend testimony and to provide support in the cross examination of other witnesses. Provide Direct and Cross Examination support material to OGC and engage in preparation for Hearing. |
| 1a-10: Briefing Support | Pursuant to schedules adopted by the governing PUC and as requested by OGC. | Provide support for Initial and Responsive Briefs to OGC. |
| 1a-11: Preliminary Order Review | Pursuant to schedules adopted by the governing PUC or State Law and as requested by OGC. | Review Preliminary Order and provide support for Briefs on Exceptions to OGC. |
| 1a-12: Motions Support | Pursuant to schedules adopted by the governing PUC and as requested by OGC. | Provide support on Motions for Rehearing, as needed, to OGC. |
| 1a-13: Final Order Review/Evaluation Report | Within 30 days of a Final Order or an accepted settlement, or as requested by OGC. | Prepare a Final Order Review summarizing the consequences and results of DOE intervention, and the monetary impacts on DOE and FEAs. |

SubCLIN 1a – Resource Load Information

This subCLIN is composed of 13 activities to be performed. Historical information identifying the average activity DPLH and the number of times requested is provided for informational purposes. The following table contains the average total DPLH per quantity per year for the current performance-based contract supporting FEMP. This data is provided for informational purposes only.

| SubCLIN 1a | DPLH per Quantity | Yearly Quantity |
|------------|-------------------|-----------------|
| 1a-1 | 29 | 4 |
| 1a-2 | 62 | 3 |
| 1a-3 | 7 | 3 |
| 1a-4 | 46 | 3 |
| 1a-5 | 109 | 2 |
| 1a-6 | 74 | 3 |
| 1a-7 | 144 | 2 |

| SubCLIN 1a | Total DPLH | Yearly Quantity |
|------------|------------|-----------------|
| 1a-8 | 15 | 3 |
| 1a-9 | 44 | 3 |
| 1a-10 | 34 | 3 |
| 1a-11 | 10 | 3 |
| 1a-12 | 17 | 3 |
| 1a-13 | 16 | 3 |

SubCLIN 1b Technical Support Services. The Contractor shall provide support in evaluating supply options, preparing procurement documents, reviewing draft utility supply contracts, providing appropriate negotiation support and recommendations on energy-related matters that provide the best value to the DOE. This will include technical and procurement support to FEMP and DOE facilities on energy-related matters that affect DOE facilities, occasionally on short notice. The required studies, reports, and other technical analysis shall cover all facets of utility services and physical utility plant, as directed, including planning, engineering and economic issues which affect the acquisition and management of utility services. The Contractor shall provide support primarily for electric and natural gas utility services with occasional support for water utility services. All travel and/or work under all SubCLINs may only commence at the direction of the COR.

SubCLIN 1b-1 Options and Alternatives Studies Support

The Contractor shall assist DOE in its efforts to evaluate the economics of alternative energy supply, energy conservation, or load management investments and activities. Contractor will evaluate draft business plans and develop and/or review independent estimates and forecasts of energy prices and avoided costs. Contractor may also be required to conduct economic and engineering studies of available utility supply options to assist DOE in the development of recommended strategies to meet facility requirements in a manner that provides the best value to DOE. This includes evaluating and proposing alternative options and methods for the Government's consideration in improving efficiency, reducing costs and making effective use of the energy, supplies and utility plant facilities under various conditions of use. The Contractor shall analyze the DOE facility's power supply options given the specific supply considerations and constraints associated with the facility and provide recommendations regarding the best solution to the current power supply situation. Travel to the DOE facility in question may be required.

SubCLIN 1b-2 Procurement Support

The contractor shall provide support in implementing competitive procurements of electric power that are undertaken by DOE, or, on DOE's behalf by the Defense Logistics Agency (DLA) Energy, General Services Administration (GSA), or other

Government Agencies. The Contractor shall: (1) assist in developing load data and required service characteristics; (2) assist in the preparation of the Request for Proposal or other procurement document(s) and assist in the evaluation of bids and price proposals. Travel to the DOE facility may be required to accomplish this work. The Contractor shall travel to support appropriate negotiation meetings between DOE and utility service and energy suppliers to support the DOE acquisition team.

The Contractor shall support FEMP and DOE's facilities in efforts to obtain a new, modified or follow-on electric, natural gas or water service agreement or to understand the existing agreement with their serving utility or current electric or water utility provider. The contractor shall support DOE in the preparation of procurement-related documents. The contractor shall also assist DOE in any negotiations (as appropriate) with the utility regarding service to the DOE facility. Review and comment on draft procurement-related materials may be required. Provide technical input to DOE. Review, analyze, and provide DOE with comments on proposals made by the utility regarding the electric, natural gas or water service agreement. Provide alternatives and appropriate negotiation support with the utility related to the electric, natural gas or water service agreement. Provide other technical assistance regarding the follow-on electric or water service agreement. Travel to the site may be required to accomplish this work. The contractor shall travel to contract negotiation meetings (as appropriate) between DOE and utility service and energy suppliers to support the DOE acquisition team.

SubCLIN 1b-3 Cost, Data and Forecasting Support

The contractor shall assist DOE headquarters and facilities in preparing energy consumption and cost information for internal and external cost reporting purposes. Conducting short-term and long-term energy price forecasts for DOE facilities to assist the Government with its energy procurement decisions and evaluation of energy efficiency retrofit projects. Primary support will be for electricity and natural gas utility services with occasional water price forecasting and price benchmarking may be required.

SubCLIN 1b-4 Infrastructure / Plant / Facility Configuration and Planning Support

The Contractor shall assist DOE headquarters and DOE sites with transmission, distribution or other system reconfiguration proposal reviews. The Contractor shall conduct an independent review of the proposed scope and cost estimates for the replacement of relevant electrical supply systems and capital infrastructure related to electric or natural gas service. The review shall include an assessment of the current system, a review of the Management and Operating (M&O) contractor's or utility's proposed alternatives for cost, scope, schedule and ease of implementation. The review shall identify any other viable alternatives for the replacement of the electrical or natural gas supply systems. The Contractor shall also assist site personnel in developing a specific performance work statement for the competitive procurement and installation of new infrastructure and shall provide expert technical support. The contractor will

work with facility personnel in determining how proposed changes in site facilities may impact utility service requirements and supporting the Government's development and determination of long-range utility infrastructure development and acquisition plans. Travel to the site may be required to accomplish this work. As needed, the contractor shall also assist DOE with RFP development for implementing site utility infrastructure upgrades. The contractor shall also review contract proposals for modification of site utility infrastructure regarding their cost reasonableness and effectiveness and assist DOE in contract negotiations (as appropriate). Engineering and economic analyses and recommending alternatives for utility transmission systems and related facilities, including physical plant inspection and assessment and evaluation of service issues, including but not limited to high voltage discounts, ownership of facilities, and access to other sources of supply shall be provided. The Contractor shall utilize existing studies and information provided by DOE to examine high level options for right- sizing the site's electric infrastructure. Travel to the site may be required to accomplish this work.

SubCLIN 1b-5 Utility Service Billing and Incentive Support

The contractor shall review DOE facility utility bills to determine if the site is in the proper class of service and taking service under the most appropriate rate schedule; and, if local energy management and energy conservation measures have been properly considered in relation thereto. Examining and evaluating available utility incentive programs and making recommendations to the Government on how DOE facilities may incorporate those funding sources into their energy conservation programs. Contractor will also review changes in pricing structure for utilities to determine potential effects on DOE.

SubCLIN 1b-6 Technical Negotiations Support

Providing DOE with appropriate direct technical support in its contract negotiations with local utilities by conducting research, developing documentation, generating options, analyzing the impact of contract changes, and participating in discussions with utility technical personnel. Travel may be required to accomplish this work. The contractor shall travel to contract negotiation meetings (as appropriate) between DOE and utility service and energy suppliers to support the DOE acquisition team.

SubCLIN 1b-7 Information Paper and Guidebook Support

In support of DOE, the Contractor shall assist DOE in developing publication-quality reports, guidebooks and information papers discussing and/or addressing critical utilities management issues. The required studies, reports, and other technical analyses shall cover all facets of utility services and physical utility plant, as directed by DOE, including planning, engineering and economic issues which effect the acquisition and management of utility services. Travel to the site may be required to accomplish this work.

Deliverables/Schedule

| SubCLIN | Due Date | Deliverable |
|--|--|--|
| 1b-1 Options and Alternatives Studies Support | 120 days of receiving a written request or a date as agreed to in writing. | Options and Alternatives Study; publication quality document detailing viable options and alternatives available to the site in question; identify best value to DOE. |
| 1b-2 Procurement Support | Due dates will be as agreed in writing. Closeout report due 30 days after procurement action work completed. | Closeout Report detailing the support provided for the related procurement action. |
| 1b-3 Cost, Data and Forecasting Support | 60 days of written request or a date as agreed to in writing. | Provide short term and long range energy price forecasts for DOE facilities; cost information; or other requested data. |
| 1b-4 Infrastructure / Plant / Facility Configuration and Planning Support | 120 days of receiving a written request and necessary supporting documentation from the facility in question; or a date as agreed to in writing. | Complete a study on how proposed changes in site facilities or utility infrastructure will impact utility service requirements including recommendations on how to cost effectively meet those requirements. |
| 1b-5 Utility Service Billing and Incentive Support | 30 days of receiving a written request or a date as agreed to in writing. | Complete an analysis of facility utility bills and applicable rate schedules and tariffs to ensure the most favorable rate schedule and class of service is being utilized and relevant incentives are being captured. |
| 1b-6 Technical Negotiations Support | Due dates will be as agreed in writing. Closeout report due 30 days after task completion. | Provide DOE with a Closeout Report that contains a summary of direct technical negotiations support provided. |
| 1b-7 Information Paper and Guidebook Support | 120 days of receiving a written request and necessary supporting documentation. | Provide information paper or guidebook to DOE. |

Performance Expectations/Inspection and Acceptance

The performance expectations for CLIN 1 – Regulatory Intervention Support and Technical Support Services are summarized into performance objectives listed below followed by the performance expectation and the surveillance method. The performance expectation is the standard for which services will be accepted.

| Performance Objective | Performance Expectation | Surveillance Method |
|------------------------------|--|--|
| Quality of Work | Work products are accurate (complete, relevant, and professional), and are always accepted without significant revisions (only minor revisions). | NETL shall assess the degree to which work products are accurate (i.e. free of typographical, grammatical, and formatting errors; and are mathematically correct when including numerical data. NETL will assess the professionalism of the work from a standpoint of quality control on the part of the contractor and detail included in products. |
| Schedule Control | NETL will assess the timeliness of deliverables, completion of milestones, and responsiveness to NETL requests. | Milestones, deliverables and NETL requests are always completed on time. If they are not, the appropriate extension was requested/approved, in-writing, in advance by the COR. |
| Cost Control | NETL will assess adherence to budgets and accuracy of cost estimates, or range of cost variance. | Work is always within budget, costs are always accurately estimated, and cost control measures have been effectively demonstrated. |

SubCLIN 1b – Resource Load Information

This subCLIN is composed of 7 activities to be performed. Historical information identifying the average activity DPLH and the number of times requested is provided for informational purposes. The following table contains the average total DPLH per quantity per year for the current performance-based contract supporting FEMP. This data is provided for informational purposes only.

| SubCLIN 1b | DPLH per Quantity | Yearly Quantity |
|-------------------|--------------------------|------------------------|
| 1b-1 | 113 | 2 |
| 1b-2 | 67 | 4 |
| 1b-3 | 59 | 2 |
| 1b-4 | 144 | 1 |

| SubCLIN 1b | Total DPLH | Yearly Quantity |
|-------------------|-------------------|------------------------|
| 1B-5 | 16 | 3 |
| 1b-6 | 102 | 2 |
| 1b-7 | 61 | 1 |

CLIN 1 – Labor Category Resource Load Information

Historically the work performed under this CLIN was performed with the following labor categories and average annual hours:

Senior Utility Task Manager – 1,200 hours / per year
Senior Regulatory Proceeding Expert – 224 hours / per year
Regulatory Proceeding Analyst / Expert – 556 hours / per year
Utility Analyst / Planner / Negotiator – 385 hours / per year
Junior Utilities Analyst / Planner – 193 Hours / per year
Research Assistant – 108 hours / per year

5.2 CLIN 2 – Project and Program Management and Regulatory Monitoring Services (Firm-Fixed-Price)

CLIN Type

This CLIN is planned to be firm-fixed-price.

Place of Performance

The place of performance for this CLIN is the Contractor's place of business, with occasional travel to DOE Headquarters.

Objectives

The objective of the project and program management CLIN is to provide complete project oversight and administration necessary to perform the support services of this contract. The project management CLIN should be inclusive of all Key Personnel positions, Quality Control/Quality Assurance, Regulatory Monitoring Services. This CLIN is inclusive of the technical and functional activities at the contract level and overall project level to provide the routine day-to-day interface with the COR. This CLIN will also support the centralized administrative, clerical, and technical functions associated with the overall project management.

Scope/Requirements

SubCLIN 2a Project and Program Management & Administration Support. The Contractor will provide the day-to-day project and program management and administration support to oversee, facilitate, and ensure execution of CLIN 1, Regulatory Intervention Support and Technical Support Services effort of the contract. The Contractor shall be responsible for the following FEMP Support Services project and program management and administration.

SubCLIN 2a-1 Program Management

- Provide program management, project monitoring, and contract administration necessary to manage the contract process to ensure that cost, resources, schedule and quality requirements are tracked and communicated to the COR.
- Provide consistent communications with the COR to ensure current status is provided on the various work requested.

- Attend status meetings, as necessary, at the request of DOE to discuss, but not be limited to, reviews of both in-progress and forthcoming work, schedule, and deliverables.
- Consult with the COR to resolve conflicting priorities and convey to project personnel.
- Manage allocated resources and establish/maintain an approach to ensure corporate knowledge of ongoing work being performed is available to satisfy contract requirements and not impact schedule.
- Support special requests such as data analysis and outside audits, as needed.

SubCLIN 2a-2 Project Cost Management

- The Contractor shall provide invoices on monthly basis and no later than 30 calendar days from the end of each month.
- The invoice should be broken down by labor and cost by SubCLIN with a cumulative running total of both labor and cost for assigned projects under each SubCLIN.
- Contractor shall stay within the budget of the SubCLIN or request approval from the COR for additional expenditures.

SubCLIN 2a-3 Quality Assurance

- The Contractor shall develop, maintain, deliver, and manage to the Government-approved Quality Assurance Program Plan that defines the Contractor's Quality Assurance program.
- The Contractor shall verify and validate the quality of deliverables throughout all areas of contract performance including papers, reports, and presentations.
- The Contractor shall monitor the effectiveness of their quality system and continually improve quality processes.

SubCLIN 2a-4 Monthly Status Reporting

- The Contractor shall submit a Monthly Status Report for the billed month along with the invoice that includes a brief (couple of sentences) of what work was accomplished under the SubCLINs for the prior month. These monthly reports shall include, but are not limited to, the following:
 - SubCLIN activities percentage of completion.
 - current status and next steps
 - tasks that were supposed to start/complete but did not and the reason for the delay of these tasks
 - tasks that are supposed to start/complete in the next reporting period and if any are at risk, the reason they are at risk and the Contractor's mitigation plan
- The intended use of such reports is to validate the labor hours and costs submitted in the invoice
- The Contractor shall be required to develop presentations for FEMP periodically throughout the course of the contract to communicate work accomplished and in progress, cost savings accrued to the Government relating to the tasks assigned under the contract and to resolve and facilitate timely communication and issue resolution.

SubCLIN 2a-5 Annual Summary Status Reporting

- The Contractor shall submit an Annual Summary Report summarizing the activities and associated savings realized during the previous year. This annual report shall leverage the information in the Monthly Reports and include, but not be limited to, the following:
 - Quantity of work organized by SubCLIN descriptors (i.e. List the number of SubCLIN, 1b-10 Preliminary Assessments),
 - Avoided costs or identified cost savings resulting from DOE’s intervention, right-sizing of infrastructure, or procurement strategy
- The Contractor shall deliver this report in the form of a presentation as this will serve as a briefing for FEMP and OGC on the support actives conducted during the Government’s prior Fiscal Year (FY).

Deliverables/Schedule

| SubCLIN | Due Date | Deliverable |
|------------------------------|--|---|
| Monthly Status Report | The Contractor shall provide a report by the 24th or first business day thereafter of every month concurrently with the invoice. | Provide Monthly Status Report concurrently with the invoice for that month. |
| Annual Report | Annually by October 20th | Provide Annual Report Presentation |

SubCLIN 2b Regulatory Monitoring Services. Contractor shall monitor the activities of the following organizations with the potential to impact DOE sites: utilities and their state regulatory commissions and legislatures; federal regulatory commissions and reliability organizations; regional transmission organizations; and power marketing administrations. Contractor shall keep FEMP apprised of the activities of these organizations through the Monthly Regulatory Report, which is a brief, newsletter-type document that summarizes State, local, Federal or other regulatory activity that may affect DOE or identified FEAs using plain language. The first page of the Monthly Regulatory Report shall include a table summarizing the potentially affected sites/locations and a brief description of the issue.

Monitoring will be obtained by reviewing published journals, newsletters, public information releases, utility and regulatory commission websites, or other sources, as appropriate, information regarding contemplated general rate case filings, and all related regulatory activity, administrative rulings and proposed legislation affecting the rates, terms and conditions under which DOE currently takes or could take electric and/or natural gas service. The Contractor shall include a relevant, informational article on the energy industry in each Monthly Monitoring Report.

The Contractor shall monitor the following organizations monthly:

- Bonneville Power Administration - Washington
- California Independent System Operator – California
- CenterPoint Energy - Texas

- Commonwealth Edison Company - Illinois
- Dominion Virginia Power - Virginia
- Entergy Gulf States - Louisiana
- Entergy Texas - Texas
- Excel Energy - Colorado and Texas
- Federal Energy Regulatory Commission ("FERC")
- Idaho Power Company - Idaho
- Kansas City Power and Light Company - Missouri
- KCP&L Greater Missouri Operations - Missouri
- Kentucky Utilities - Kentucky
- Long Island Lighting Company - New York
- Midwest Independent System Operator - Illinois, Kentucky, Missouri, Ohio
- Pacific Gas and Electric Company - California
- PJM Interconnection - Illinois, Maryland, New Jersey, and Pennsylvania
- TVA - Kentucky and Tennessee
- Western Area Power Administration - California
- Other jurisdictions and entities as requested by the COR and pre-approved by the CO

The Contractor shall monitor the following organizations quarterly:

- AEP-Ohio - Ohio
- Cascade Natural Gas - Washington
- Electric Energy Inc. – Kentucky
- New England ISO
- New York Independent System Operator - New York
- New York Power Authority - New York
- NV Energy – Nevada
- Ohio Valley Electric Corporation - Ohio
- Southeastern Power Administration - South Carolina
- Southern Company
- Southwest Power Pool - Missouri, Louisiana, and Texas
- Southwest Power Pool - Missouri, Louisiana, and Texas
- Southwest Public Service Company – New Mexico, Texas
- Valley Electric Association - Nevada
- Western Electricity Coordinating Council - California, Idaho, Nevada, New Mexico, Oregon, Washington

Deliverables/Schedule

| SubCLIN | Due Date | Deliverable |
|-----------------------------|--|---|
| Monthly Monitoring Services | Report due on the 24th of each month or first business day thereafter. | The Contractor shall provide monthly a report on the prior month's regulatory monitoring. |

Performance Expectations/Inspection and Acceptance

The performance expectations for the Project and Program Management & Administration Support Services are summarized into the performance objectives listed below followed by the performance expectation. The performance expectation is the standard for which services will be accepted.

| Performance Objective | Performance Expectation | Surveillance Method |
|------------------------------|---|--|
| Quality of Work | Work products are accurate (complete, relevant, and professional), and are always accepted without significant revisions (only minor revisions). | NETL shall assess the degree to which work products are accurate (i.e. free of typographical, grammatical, and formatting errors; and are mathematically correct when including numerical data. NETL will assess the professionalism of the work from a standpoint of quality control on the part of the contractor and detail included in products. |
| Quality of Process | Management and Quality Control processes are efficient and effective to facilitate project management, stay on schedule and within cost expectations while delivering a high-quality product meeting or exceeding performance expectations. | NETL shall assess the efficiency and effectiveness of the processes used to facilitate project management from a standpoint of impact on FEMP services. |
| Schedule | Project Management will be throughout the entire project. Monthly reports to be submitted monthly, annual reports, annually. | NETL shall assess the timeliness of required reports. |

Resource Load Information

Historically the work performed under this CLIN was performed with the following labor categories and hours:

Senior Utility Task Manager – 312 / per year
 Utility Analyst / Planner / Negotiator – 288 hours / per year
 Junior Utilities Analyst / Planner – 168 Hours / per year

5.3 CLIN 3 – Transition Activities

CLIN Type

This CLIN is planned to be firm-fixed-price.

Place of Performance

The place of performance for this CLIN is the Contractor’s place of business.

Objectives

The objective of the Transition Activities is to ensure the timely and efficient initiation of all contract services, including the transition of work being performed from the incumbent contractor to the successor contractor. Work under this CLIN covers activities required to transfer work from the incumbent Contractor to new Utility Management Support Services Contractor. The Contractor is expected to complete the orderly, efficient, and effective transition of work prior to the effective date of contract award. The transition must be completed within six (6) weeks prior to the effective date of contract award.

Scope/Requirements

The Contractor shall perform all transition activities to begin performance, consistent with this contract. Transition activities are defined as any effort that is necessary to transition work from incumbent Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; and (3) allows the Contractor to perform the work in an efficient, effective, and safe manner.

The Contractor shall provide a transition plan that describes transition management, execution, and schedule.

Deliverables/Schedule

| CLIN | Due Date | Deliverable |
|-----------------|---|---|
| Transition Plan | 15 days prior to the effective date of the contract | Update the proposed transition plan based upon input provided by the COR. |

GLOSSARY

| <u>Acronym</u> | <u>– Definition</u> |
|----------------|--|
| CLIN | – Contract Line Item Number |
| CO | – Contracting Officer |
| COR | – Contracting Officer’s Representative |
| DOE | – Department of Energy |
| FEA(s) | – Federal Executive Agencies |
| FEMP | – Federal Energy Management Program |
| GSA | – General Services Administration |
| OGC | – Department of Energy Office of General Counsel |
| NETL | – National Energy Technology Laboratory |
| NNSA | – National Nuclear Security Administration |
| PUC | – Public Utility Commission or other State-Level Utility Governing Regulatory Body |
| SubCLIN | – Subordinate Contract Line Item |

Equivalencies

For reference purposes in determining equivalencies for those without education at the graduate level:

- M.S. / M.A. is considered equivalent to B.S. + eight (8) years of relevant experience
- B.S. / B.A. is considered equivalent to A.S + five (5) years of relevant experience
- A.S is considered equivalent to High School + three (3) years of relevant experience

Senior Utilities Task Manager*

Overall point of contact with senior expertise in managing complex utilities acquisition, regulatory intervention and infrastructure improvement tasks for large Federal end use customers. For the purposes of performing this contract, the Senior Task Manager will be considered the Program Manager as defined elsewhere in the contract.

Mandatory Qualifications:

- Education at the graduate level or equivalent experience in engineering, economics or accounting is required.
- Experience assisting Federal customers with large retail and wholesale commercial and industrial class loads required.
- Minimum ten (10) years' related work experience.

Desired Qualifications:

- Experience managing the development of utility options studies for the acquisition of electricity and natural gas for large Federal wholesale and retail consumers using both commercial acquisition procedures and Federal Acquisition Regulations.
- Experience managing the provision of comprehensive technical support for regulatory proceedings before State and Federal regulatory bodies and courts for large Federal wholesale and retail consumers with commercial and industrial class service.
- Experience in the development of short term and long term energy price forecasts for large commercial, industrial and research and development (R&D) facilities with complex service requirements for use in projecting the cost impact of changes in the facility's mission and for determining the cost effectiveness of proposed energy conservation measures.
- Experience assisting large commercial and industrial customers in rate cases and regulatory proceedings before state and Federal regulatory bodies.
- Experience providing assistance to large commercial, industrial, and R&D facilities with extremely complex electrical service requirements in rate negotiations and settlement proceedings with investor owned, municipal and cooperative utilities and power marketing authorities such as: Bonneville Power Authority, Tennessee Valley Authority, Western Area Power Administration and New York Power Authority.
- Familiarity with DOE facilities and related mission requirements.

Senior Regulatory Proceeding Expert*

Experience in analyzing and participating in regulatory proceedings including preparing and giving testimony on a wide range of rate case issues, which makes the offeror capable of analyzing a rate or regulatory application from an overall viewpoint and identifying areas which should be challenged by expert testimony and/or a filing.

Mandatory Qualifications:

- Education at the graduate level or equivalent experience in engineering, economics, or accounting required.
- Experience preparing and presenting written and oral testimony on behalf of large Federal retail and wholesale customers required.
- Minimum ten (10) years' related work experience.

Desired Qualifications:

- Significant experience assisting large electric and/or natural gas customers in utility rate cases and regulatory proceedings before state public utility commissions and/or the Federal Energy Regulatory Commission.
- Experience providing expert testimony representing large Federal end use customers before Federal and state regulatory bodies on a wide range of issues including any of the following:
 - Full retail cost of service cost allocation and revenue recovery
 - Class specific revenue allocations
 - Rate of return, capital structure and accounting adjustments
 - Marginal vs. embedded costs allocation and rate design
 - Competitive retail market transition and structure issues
 - ISO transmission cost allocation and customer access issues
 - Fuel and purchased power cost development and allocation
 - Transmission and distribution service revenue allocation
 - Customer owned facility credits and special facilities charges
 - Departing customer charges
- Knowledge of DOE's past positions on specific issues.

Regulatory Proceeding Analyst/Expert Witness*

Experience in specialized areas of regulatory and rate case analysis and the preparation and provision of expert testimony in regulatory proceedings; experience in analyzing regulatory filings and presenting testimony as an expert witness on behalf of large industrial and commercial end users.

Mandatory Qualifications

- Education at the graduate level or equivalent experience in engineering, economics, or accounting required.
- Minimum ten (10) years' related work experience.

Desired Qualifications

- Experience in analyzing regulatory filings and presenting testimony as an expert witness on behalf of large industrial and commercial end users, including any of the following areas:
 - Full retail cost of service cost allocation and revenue recovery
 - Class specific revenue allocations
 - Rate of return, capital structure and accounting adjustments
 - Marginal vs. embedded cost allocation and rate design

- Competitive retail market transition and structure issues
 - ISO transmission cost allocation and customer access issues
 - Fuel and purchased power cost development and allocation
 - Transmission and distribution service revenue
 - Fuel and purchased power cost development and allocation
 - Customer owned facility credits and special facilities charges
 - Departing customer charges
 - Fuel and purchased power cost development and allocation
- Preparing and presenting written and oral testimony on behalf of large Federal retail and wholesale customers.
 - Knowledge of positions taken by DOE in past proceedings.

Utilities Analyst/Planner/Negotiator

Experience managing utility options studies for the acquisition of electricity and natural gas; experience providing assistance to large commercial, industrial, and R&D facilities in rate negotiations and settlement proceedings; experience in short-term and long-term energy price forecasts for large end-use customers; experience tracking developments that may impact customers.

Mandatory Qualifications

- Education at the graduate level or equivalent experience in engineering, economics, or accounting required.
- Experience with retail and wholesale contracts for large end use facilities required.
- Minimum five (5) years' related work experience.

Desired Qualifications

- Experience managing the development of utility options studies for the acquisition of electricity and natural gas for large federal wholesale and retail consumers using both commercial acquisition procedures and Federal Acquisition Regulations.
- Experience providing assistance to large commercial, industrial, and R&D facilities with extremely complex electrical service requirements in rate negotiations and settlement proceedings with investor owned, municipal and cooperative utilities and power marketing authorities including the Bonneville Power Authority, Tennessee Valley Authority and the Western Area Power Administration and New York Power Authority.
- Experience in the development of short term and long term-energy price forecasts for large commercial, industrial and R&D facilities with complex service requirements for use in projecting the cost impact of changes in the facility's mission and for determining the cost effectiveness of proposed energy conservation measures.
- Experience monitoring the energy industry, markets, political climate, regulatory agencies and other dynamic areas for issues that may impact large industrial, commercial, wholesale and/or R&D end-use customers in their acquisition strategy or approach.

Junior Utilities Analyst/Planner/Negotiator

Experience supporting utility options studies for the acquisition of electricity and natural gas; experience providing assistance to project manager in large commercial, industrial, and R&D facilities during rate negotiations and settlement proceedings; experience preparing short-term and long-term energy price forecasts; experience monitoring developments that may impact customers.

Mandatory Qualifications

- Education at the graduate level or equivalent experience in engineering, economics, or accounting required.
- Experience with retail and wholesale contracts for large end use facilities required.
- Minimum two (2) years related work experience.

Desired Qualifications

- Experience supporting the development of utility options studies for the acquisition of electricity and natural gas for large federal wholesale and retail consumers using both commercial acquisition procedures and Federal Acquisition Regulations.
- Experience providing assistance to project manager on large commercial, industrial, and R&D facilities with extremely complex electrical service requirements in rate negotiations and settlement proceedings.
- Experience in the development of short term and long term-energy price forecasts.
- Experience monitoring the energy industry, markets, political climate, regulatory agencies and other dynamic areas for issues that may impact large industrial, commercial, wholesale and/or R&D end-use customers in their acquisition strategy or approach.

***Denotes Key Positions**