

|  |      |   |         |  |           |  |                        |
|--|------|---|---------|--|-----------|--|------------------------|
| <b>AWARD/CONTRACT</b>  |      | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) |         | RATING   |           | PAGE OF PAGES<br>1   118   |                        |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>GS-06F-0599Z/DE-DT0004246  |      |   |         | 3. EFFECTIVE DATE<br>See Block 20C   |           | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>12FE004872        |                        |
| 5. ISSUED BY<br>U.S. DOE/NETL<br>Morgantown Campus<br>3610 Collins Ferry Road<br>PO Box 880<br>Morgantown WV 26507-0880  |      | CODE<br>02605   |         | 6. ADMINISTERED BY (If other than Item 5)<br>U.S. DOE/NETL<br>Morgantown Campus<br>3610 Collins Ferry Road<br>PO Box 880<br>Morgantown WV 26507-0880   |           | CODE<br>02605  |                        |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)<br><br>ALLIANT ENTERPRISE JV LLC<br>Attn: VINOD K. GOYAL<br>1945 OLD GALLOWS RD STE 500<br>VIENNA VA 221823930  |      |   |         | 8. DELIVERY<br><input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)   |           |  |                        |
|  |      |   |         | 9. DISCOUNT FOR PROMPT PAYMENT<br><br>NET 30   |           |  |                        |
|  |      |   |         | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN  |           |  | ITEM<br>See Schedule G |
| CODE 786675855   |      | FACILITY CODE   |         |  |           |  |                        |
| 11. SHIP TO/MARK FOR<br>U.S. DOE/NETL<br>Morgantown Campus<br>3610 Collins Ferry Road<br>PO Box 880<br>Morgantown WV 26507-0880  |      | CODE<br>02605   |         | 12. PAYMENT WILL BE MADE BY<br>OR for NETL (Morgantown)<br>U.S. Department of Energy<br>Oak Ridge Financial Service Center<br>P.O. Box 4787<br>Oak Ridge TN 37831  |           | CODE<br>00509  |                        |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )  |      |   |         | 14. ACCOUNTING AND APPROPRIATION DATA  |           |  |                        |
| 15A. ITEM NO   |      | 15B. SUPPLIES/SERVICES                                    |         | 15C. QUANTITY  | 15D. UNIT | 15E. UNIT PRICE  | 15F. AMOUNT            |
|  |      | Continued   |         |  |           |  |                        |
| 15G. TOTAL AMOUNT OF CONTRACT  |      |   |         |  |           | \$49,000,000.00  |                        |
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| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>   |      |   |         |  |           |  |                        |
| 17. <input 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 checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DE-SOL-0003719 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<br>Donald E. Hafer  |           |  |                        |
| 19B. NAME OF CONTRACTOR  |      | 19C. DATE SIGNED  |         | 20B. UNITED STATES OF AMERICA  |           | 20C. DATE SIGNED   |                        |
| BY<br><br>(Signature of person authorized to sign)   |      |   |         | BY<br>Signature on File<br><br>(Signature of the Contracting Officer)  |           | 07/26/2012   |                        |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-06F-0599Z/DE-DT0004246

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NAME OF OFFEROR OR CONTRACTOR  
ALLIANT ENTERPRISE JV LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 00001           | Delivery: 07/25/2014<br>Fund: 00197 Appr Year: 2012 Allottee: 31 Report<br>Entity: 220715 Object Class: 25100 Program:<br>1610328 Project: 0000000 WFO: 0000000 Local Use:<br>0000000<br>FOB: Destination<br>Period of Performance: 07/26/2012 to 07/25/2014<br><br>Task will be identified in SSCM<br>Line item value is:: [REDACTED]<br>Incrementally Funded Amount: [REDACTED] |                 |             |                   | [REDACTED]    |

**DE-DT0004246- INFORMATION TECHNOLOGY OPERATIONS AND MAINTENANCE  
SUPPORT (ITOMS) SERVICES FOR THE NATIONAL ENERGY TECHNOLOGY LABORATORY**

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**PART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SERVICES BEING ACQUIRED – INFORMATION TECHNOLOGY OPERATIONS AND MAINTENANCE SUPPORT SERVICES**

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 Statement of Work (SOW) set forth in Part III, Section J, Attachment A-2, and fulfill the other requirements of the contract including contract reporting set forth in Part III, Section J. This Task Order (TO or contract) is a hybrid blend of Cost-Plus-Award-Fee (CPAF), Cost-Plus-Fixed-Fee (CPFF), Firm-Fixed-Price (FFP), and Fixed-Price-Incentive (FPI) type Subtask Orders. The TO provides Information Technology (IT) solutions through support services described in the SOW. Subtasks Orders shall be issued in accordance with Section H of this TO.

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. The Contractor shall be required to provide all DPLH which may be needed to complete the Subtask Orders issued during the term of the contract. However, the Contractor shall not proceed beyond the estimated DPLH unless authorized to do so in a TO 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 TO.

Base Period (Effective date of award through 24 months)

|   |            |
|---|------------|
| Estimated DPLH (Level of Effort)                              | 303,360    |
| Estimated Cost (based on estimated level of effort)           | ██████████ |
| Maximum Available Fee Pool (based on estimated CPAF Subtasks) | ██████████ |
| Transition Cost   | ██████████ |

Option Period 1 (25<sup>th</sup> month through 48<sup>th</sup> month)

|   |            |
|---|------------|
| Estimated DPLH (Level of Effort)                              | 303,360    |
| Estimated Cost (based on estimated level of effort)           | ██████████ |
| Maximum Available Fee Pool (based on estimated CPAF Subtasks) | ██████████ |

Option Period 2 (49<sup>th</sup> month through 60<sup>th</sup> month)

|   |            |
|---|------------|
| Estimated DPLH (Level of Effort)                              | 151,680    |
| Estimated Cost (based on estimated level of effort)           | ██████████ |
| Maximum Available Fee Pool (based on estimated CPAF Subtasks) | ██████████ |

**B.2 BASE AND OPTION PERIODS**

The TO term is a twenty-four (24) month base period with one twenty-four (24) month option period and one twelve (12) month option period. Subtask Orders may be issued at any time during the base and/or option period. The performance periods will be specified in the Subtask Orders. Subtask Order performance periods shall not exceed the performance period of the TO. It is expected that Subtask Orders will be for the core IT services described in the

SOW and for variable IT services that arise throughout the performance period to further support the IT solutions necessary for the National Energy Technology Laboratory (NETL).

### **B.3 CEILING PRICE OF CONTRACT**

The ceiling price of this contract, inclusive of Fixed and Award Fee is [REDACTED]. All orders including CPAF, CPFF, FFP, and FPI count against this ceiling.

### **B.4 TYPES OF SUBTASK ORDERS**

Subtask Orders issued under this TO will be either Cost-Plus-Award-Fee (CPAF), Cost-Plus-Fixed-Fee (CPFF), Firm-Fixed-Price (FFP), or Fixed-Price-Incentive (FPI) Subtask Orders in accordance with the Ordering Clause set forth in Section H of this contract. Subtask Orders issued under this contract will be performance-based. Each Subtask Order will describe performance requirements, performance standards, and the means of performance measurement.

#### **(a) Cost-Plus-Award-Fee Subtask Orders**

Subtask Orders may be issued to require the Contractor to complete a specific task (or tasks) for cost plus an award fee. The maximum award fee shall be determined on an individual Subtask basis. If a Subtask will be issued on an award fee basis, the Contractor will be requested to propose the award fee amount at the time proposals are requested. The amount of award fee for each Subtask Order is subject to negotiation. Maximum available award fee for all Cost Plus Award Fee Subtasks issued shall not exceed the maximum available award fee listed in clause B.1. It is expected that the majority of Subtasks issued shall be of a Cost Plus Award Fee type and subject to the clauses identified in this TO. Clauses in the Government Wide Acquisition Contract (GWAC) that pertain to Cost-Plus-Award-Fee orders will apply to Subtask Orders issued of this type.

#### **(b) Cost-Plus-Fixed-Fee Subtask Orders**

Subtask Orders may be issued to require the Contractor to complete a specific task (or tasks) for cost plus a fixed fee. The fixed fee shall be determined on an individual Subtask basis. If a Subtask will be issued on a cost-plus-fixed-fee basis, the Contractor will be requested to propose the fee amounts at the time proposals are requested for the Subtask. The amount of fixed fee for each Subtask Order is subject to negotiation. Clauses in the GWAC that pertain to Cost-Plus-Fixed-Fee orders will apply to Subtask Orders issued of this type.

#### **(c) Firm-Fixed-Price Subtask Orders**

Subtask Orders may be issued to require the Contractor to complete a specific task (or tasks), for a Firm Fixed Price. The Contractor's Subtask Order proposal for Firm Fixed Price completion Task Orders shall indicate the proposed DPLH and the labor categories utilized. Other Direct Costs (ODC) and Travel Costs required for performance of the Subtask Order shall be included in each specific Subtask Order proposal, as well as any profit. Clauses in the GWAC that pertain to Firm-Fixed-Price orders will apply to Subtask Orders issued of this type.

#### **(d) Fixed-Price-Incentive Subtask Orders**

Subtask Orders may be issued to require the Contractor to complete a specific task (or tasks), for a fixed price plus incentive. The Contractor's Subtask Order proposal for Fixed Price Incentive Subtask Orders shall indicate the proposed DPLH and the labor categories utilized. Other Direct Costs (ODC) and Travel Costs required for performance of the Subtask Order shall be included in each specific Subtask Order proposal, as well as any profit. The incentive fee shall be determined on an individual Subtask basis. If a Subtask will be issued on a fixed-price-incentive basis, the Contractor will be requested to propose the fee amounts at the time proposals are requested for the Subtask specific to the incentive identified. The amount of incentive fee for each Subtask Order is subject to negotiation. Clauses in the GWAC that pertain to Firm-Fixed-Price orders will apply to Subtask Orders issued of this type.

**B.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

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

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

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

**B.6 OPTION TO EXTEND SERVICES**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted in accordance with the pricing requirements of FAR 8.707. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of the end of the contract period. Primary application of this authority would occur if delays in awarding a successor contract at the scheduled completion of this award were apparent.

**B.7 DISTRIBUTION OF PERFORMANCE AWARD FEE**

The total amount of available award fee for all Subtask Orders under this contract is assigned as follows:

| FEE PERIOD | EVALUATION BEGINNING DATE | EVALUATION ENDING DATE | PLANNED VALUE | AVAILABLE AWARD FEE | FEE EARNED |
|------------|---------------------------|------------------------|---------------|---------------------|------------|
| 1          | 7/26/2012                 | 12/31/2012             | *             | *                   | *          |
| 2          | 1/1/2013                  | 6/30/2013              | *             | *                   | *          |
| 3          | 7/1/2013                  | 12/31/2013             | *             | *                   | *          |
| 4          | 1/1/2014                  | 6/30/2014              | *             | *                   | *          |

\* The Planned Value and Available Award Fee shall be filled in for each fee period based on the approved Cost Plus Award Fee subtask issued for that period; the Fee Earned column shall be filled in based on the amount of fee earned for each evaluation period identified.

In the event the Government exercises an option period, the additional fee periods will be added to the table above. In the event of contract termination, either in whole or in part, the amount of award fee available shall be a pro-rata distribution associated with evaluation period activities or events as determined by the Contracting Officer (CO).

**B.8 LIMITATION OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds," total funds in the amount of \$1,000,000 are obligated herewith and made available for payment of allowable costs and award fee to be incurred from the effective date of this contract through the period estimated to end September 15, 2012. The Limitation of Funds is further applied to the specific amounts obligated for each Subtask Order identified in Part I Section B of this contract.

**B.9 ANNUAL INDIRECT RATE SUBMISSIONS**

(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 cost reimbursement type contract. These indirect rate agreements allow a Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(2) Indirect billing and revised 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 indirect cost rates for each business unit. These rates shall be binding upon all agencies and their contracting offices, unless otherwise specifically prohibited by statute." This single Government agency is referred to as the Cognizant Federal Agency (CFA). The CFA is normally the Federal agency which has the largest unliquidated contract dollar amount by fiscal year with a Contractor.

(5) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs.

(6) 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 Contracting Officer (IRCO). 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 IRCO.

(3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the DOE IRCO 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 IRCO that use of said rates would not provide for an equitable recovery of indirect costs. In those instances the DOE IRCO 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:

U.S. Department of Energy  
National Energy Technology Laboratory  
626 Cochran Mill Road  
P.O. Box 10940  
Contracting Officer for Indirect Rate Cost Management  
Building 921-107  
Pittsburgh, PA 15236-0940

(c) Requirements when DOE is the CFA

(1) No later than six months after the close of its fiscal year, the Contractor shall identify to the DOE IRCO 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 months after the close of its fiscal year, shall submit to the DOE IRCO, 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 IRCO. 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 IRCO (see FAR 42.704).

(5) The Contractor shall provide to the DOE IRCO 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 IRCO in writing and request an adjustment to the indirect billing rates. Upon review of the revised billing rate proposal the DOE IRCO 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 IRCO. It is imperative that the DOE IRCO 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 IRCO before any rates contained therein can be used by the Contractor for cost reimbursement.

**PART 1- SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

\*See Alliant Small Business (SB) Government Wide Acquisition Contract (GWAC) for additional applicable C Clauses.\*

**C.1 STATEMENT OF WORK**

The Statement of Work is located in Part III – Section J, Attachment A-2 to this contract.

**C.2 REPORTS**

Reports shall be prepared and submitted in accordance with the reporting requirements described in Part III – Section J, Attachment B. Additional program and project level reports and deliverables may also be identified in the Subtask Orders.

## **PART 1- SECTION D – PACKAGING AND MARKING**

\*See Alliant Small Business (SB) Government Wide Acquisition Contract (GWAC) for additional applicable D Clauses.\*

### **D.1 PACKAGING**

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

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

### **D.2 MARKING**

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

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

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

**PART 1- SECTION E – INSPECTION AND ACCEPTANCE**

\*See Alliant Small Business (SB) Government Wide Acquisition Contract (GWAC) for additional applicable E Clauses.\*

**E.1 INSPECTION**

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

**E.2 ACCEPTANCE**

Final acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer.

## **PART I - SECTION F - DELIVERIES OR PERFORMANCE**

\*See Alliant Small Business (SB) Government Wide Acquisition Contract (GWAC) for additional applicable F Clauses.\*

### **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 **twenty-four (24) months**.

#### **OPTION 1**

If the Option is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twenty-four (24) months** from the 25<sup>th</sup> month through the 48<sup>th</sup> month.

#### **OPTION 2**

If the Option 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** from the 49<sup>th</sup> month through the 60<sup>th</sup> month.

### **F.2 PRINCIPAL PLACES OF PERFORMANCE**

The principal places of performance under this contract shall be at the National Energy Technology Laboratory, research centers in Morgantown, WV; Pittsburgh, PA; Albany, OR; and Houston, TX. NETL may also require services at other locations, therefore the Contractor may be required to travel between, and provide services to various other locations in the United States.

## **PART 1- SECTION G – CONTRACT ADMINISTRATION DATA**

\*See Alliant Small Business (SB) Government Wide Acquisition Contract (GWAC) for additional applicable G Clauses.\*

### **G.1 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-DT0004246, and identifying the specific contract action requested.

### **G.2 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. 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 Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

The invoice, cost management report, invoice detail report, and staffing report summary are to be prepared and submitted at the same time so that all include the same information and are supportive of each other.

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

|                                     | Current Period | Cumulative Amount |
|-------------------------------------|----------------|-------------------|
| Cost Incurred (cost Subtask Orders) | XXXX           | XXXX              |
| Fixed Price (FFP Subtask Orders)    | XXXX           | XXXX              |
| Fixed Fee                           | XXXX           | XXXX              |
| Award Fee                           | XXXX           | XXXX              |
| DPLH                                | 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: <http://finweb.oro.doe.gov/vipers.htm>. Contractors must have a Federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system, VIPERS:

U. S. Department of Energy  
Oak Ridge Financial Services Center  
P. O. Box 4787  
200 Administration Road  
Oak Ridge, TN 37831

In addition, submit one hard copy to the Contract Specialist and one hard copy to the COR of the voucher including the Supporting Documentation to the following address:

U. S. Department of Energy  
National Energy Technology Laboratory  
3610 Collins Ferry Road, P.O. Box 880  
Morgantown, WV 26507-0880

(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 - Central Contractor Registration", 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://finweb.oro.doe.gov/vipers.htm>. 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 for this contract is Amanda Lopez. The Contracting Officer's Representative (COR) is Dorothy Hricko.

**G.3 PAYMENT OF PERFORMANCE AWARD FEE**

The Government will promptly make payment of any award fee earned upon submission by the Contractor to the Contracting Officer, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment shall be made based upon an authorization letter from the Fee Determination Official (FDO) and without the need for a contract modification. The Contractor shall submit a separate invoice (i.e., apart from regular monthly invoice) based on the FDO's fee notice to the Government for payment.

**G.4 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 your 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.

**G.5 ACCOUNTABILITY OF COSTS/SEGREGATION OF SUBTASK ORDERS**

All costs incurred by the Contractor under this contract shall be segregated by each Subtask Order (and further segregated or identified by work assignment and funding stream, if applicable). The Contractor shall, therefore, establish separate "Job Order Accounts and Numbers" for each Subtask Order and shall record all incurred costs in the appropriate job order account in accordance with the Work Breakdown Structure clause set forth in Part I Section H.

There shall be no co-mingling of costs between Subtask Orders (i.e., funds obligated to a specific Subtask Order must be used for cost incurred in performance of work for that specific Subtask Order).

**G.6 DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS – ALT II**

(a) Observance of National Holidays/Administrative Time-Off

(1) The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

- (2) The Contractor shall not exceed the total number of holidays identified in paragraph (a) above. Contractor personnel shall comply with its own company's personnel policy and procedures regarding the administration of holidays. The costs associated with the observance of such holidays shall be consistent with company's established cost accounting standards and practices; other terms and conditions of the contract, and Federal Acquisition Regulation Part 31, Contract Cost Principles and Procedures.
- (3) Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release is at the discretion of the Contractor. However, when granting any administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract.
- (4) Non-productive time, such as sick leave, vacation leave, and emergency leave, shall be charged in accordance with the Offeror's established accounting practices and procedures.

**G.7 DOE-G-1010 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES**

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 TO performance to the Government.

## **PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS**

\*See Alliant Small Business (SB) Government Wide Acquisition Contract (GWAC) for additional applicable H Clauses.\*

### **H.1 ORDERING PROCEDURE**

Performance under this contract shall be subject to the following ordering procedure:

The Contractor shall incur costs under this contract only in the performance of Subtask Orders and revisions to Subtask Orders issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer (CO). All funding will be placed on the TO and identified as to which Subtask Order the funding is applied.

NETL utilizes an electronic site support task management system for the issuance of Task Orders and Task Order requests. The Contractor shall provide individuals designated to be users of the electronic system for the submission of task management plans. Subtask Orders are issued as assignments through this electronic site support task management system. Subtask Orders will be issued on forms specified and provided by the Government (through the electronic system). Subtask Orders will be numbered. A modification to the Subtask Order(s) will be identified by an alpha designation following the existing Subtask Order number indicating the revision sequence.

It is expected that Subtask Orders will be for the core services described in the SOW and for variable services that arise throughout the performance period that are within the intent of the scope of the SOW. From time to time during the period of performance of this contract, Subtask Orders will be issued in writing (i.e. through the electronic system) by the Contracting Officer designating (1) the scope to be performed; (2) the schedule of performance; (3) authorized travel; (4) any Government-furnished property not already identified and tracked at the TO level (specific to the performance on the Subtask Order); and (5) any special instructions. Such Subtask Orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, view graphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor-acquired will also be listed in the Government-Furnished Property List of this contract as well as in the individual Subtask Orders (Subtask Orders will only identify specific property unique to performing the work under that particular Subtask Order and will not reiterate property associated with facilities/office functions or property utilized on multiple Subtask Orders. Those will be reported and monitored at the TO level).

The Contractor shall submit within ten (10) calendar days, after receipt of each Request for Subtask Order issued by the Contracting Officer, a one-time Contractor Task Management Plan. The Task Management Plan includes a narrative task approach for accomplishing the task, the Contractor's overall cost estimate for the completion of the Subtask Order, and any pre-identified travel or training required for completion of the Subtask.

The Task Management Plan shall include:

- a. Technical Approach  
The technical approach provides an overall summary of the important aspects of the effort and the methodology, resources and QA/QC process that will be deployed to accomplish the work outlined in the subtask;
- b. Cost Plan  
The subtask cost plan shall propose cost against a work breakdown structure. This cost plan shall include the following detail to demonstrate all estimated costs at the lowest level of work breakdown structure have been identified:
  - i. Date of commencement of work and any necessary revision to the schedule of performance.
  - ii. Estimated Cost and Directive Productive Labor Hours (DPLH) by labor category on a monthly basis, including overtime (if authorized), and total DPLH, including subcontractor and consultant DPLH, if applicable;
  - iii. Travel, training, equipment, supplies, and materials estimate;
  - iv. Estimated subcontractors and consultants costs, including DPLH if applicable. (Subcontractor and consultant costs need to be provided at same level of detail as the prime)
  - v. Other pertinent information (e.g., indirect costs, inter-divisional transfers);
  - vi. Estimated computer time and cost, if applicable;

- vii. The total estimated cost and the proposed maximum award fee or fixed fee for completion of the Task Order. For Fixed Price Task Orders the Contractor shall provide a total Firm Fixed Price.
- c. Milestone schedule;
- d. Performance metrics or success criteria beyond the identified core metrics – mutually developed between the Task COR and the Contractor Task Manager (subject to final approval of the Contracting Officer)

Travel and Training are required to be approved by the Contracting Officer's Representative (COR) for each occurrence regardless of acceptance of an estimated cost plan that does not detail out each individual occurrence. A Travel and Training plan may be submitted by the Contractor for each subtask issued and approved in advance provided that it identifies each travel and training occurrence in sufficient detail as would be submitted on an individual basis.

The Contractor's Task Management Plan is subject to the review of the Contracting Officer or designee. After a Subtask Order is issued, if the Contractor becomes aware that the estimated cost or DPLH differs from the Contractor's Task Management Plan by more than 10% (more than + or - 10% variance) then the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Management Plan with explanatory notes.

This ordering procedure is of a lesser order of precedence than the "Limitation of Cost," "Limitation of Funds," "Completion Dates," "Term of Contract," or "Estimated Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

## **H.2 TECHNICAL DIRECTION**

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) (appointed for overall technical administrative direction of the contract) and the various Contracting Officer's Technical Representatives (COTR) (appointed by Subtask Order and technical area). The term "technical direction" is defined to include, without limitation:
  - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis within work area or areas, require the Contractor to pursue specific efforts, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work and Subtask Orders issued.
  - (2) Issuance of written work assignments/orders providing technical direction on the appropriate funding codes and project limitations issued within the approved Subtask Orders.
    - i. Pursuant to this clause, the COR and/or COTR will issue work assignments/orders to be performed under this contract.
    - ii. NETL utilizes electronic systems, including the Project Issue Tracking System (PITS), to issue and manage work assignments in the form of projects and special tasks.
    - iii. Upon written or oral notification by the COR/COTR that a work assignment/order is issued, the Contractor shall complete and submit a signed Work Assignment Plan to the COR/COTR for review and approval. The Work Assignment Plan shall include a detailed description of how the work will be performed (technical approach), milestones, deliverables (or other completion criteria), and a Work Assignment Cost Plan including the number of DPLH for performance of the work assignment from the labor categories set forth in this contract, travel, material, and/or other cost estimates, as may be applicable including any estimates for subcontractors and/or consultants.
    - iv. The Contractor shall notify the COR/COTR when costs for any given Work Assignment Plan are expected to exceed the agreed upon total estimated cost. The Contractor shall not exceed the total estimated cost for a work assignment without the prior written approval of the COR/COTR. If the Contractor reaches the total estimated cost for a work assignment without reaching completion of the work, the COR/COTR may increase the estimated total (in writing) and require the Contractor to continue performance within the new estimated total identified. The Government shall not reimburse the Contractor for any costs incurred in excess of the "not to exceed" amount, without the COR/COTR's written approval.
    - v. Under no circumstances shall the total amount of costs of all Work Assignment Plans exceed the estimated cost for the Subtask Order for which they were issued under, exclusive of any



- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

#### **H.4 GOVERNMENT PROPERTY**

- (a) Except as otherwise authorized by the Contracting Officer (CO) in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items.
- (b) Acquisition Authorization Requirements
  - (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract replacement items for those items on the "Government-Furnished Property List" and only as directed by the CO or their designee.
  - (2) The Contractor shall be required to ensure that Contractor Acquired Property is entered into the Property Administration Management System (PAMS) and indicates the contract number utilized to acquire the property. The Contractor shall be required to manage government-owned/titled property in accordance with FAR 52-245-1.
  - (3) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.
  - (4) Any changes in the acquisition authorization shall be reflected in a revision of the "Government-Furnished Property List".
  - (5) Authorization to acquire does not constitute consent to the placement of a subcontract.
- (c) Government-Furnished Property
  - (1) Except as otherwise authorized by the Contracting Officer in writing, only that property specifically included in the "Government-Furnished Property List" shall be furnished.
  - (2) The current "Government-Furnished Property List" is located on the Internet at <http://www.netl.doe.gov/business/solicitations/ssc2008/index.html> and will be available for Contractor access at this site during the solicitation phase of this contract. Government-Furnished Property is provided as-is/where-is and the Contractor is responsible for determining suitability for use.
  - (3) The "Government-Furnished Property List" is considered a living document and is maintained through the Property Administration Management System (PAMS). The Contractor will designate an authorized representative who will have limited access to the PAMS for the purpose of updating the property list and acquiring property reports. The most current "Government-Furnished Property List" can be obtained through the report capability in the PAMS as property assigned to this contract.
  - (4) Annually, unless a different schedule is approved by the Contracting Officer, the Contractor shall complete a physical inventory of all property furnished and/or acquired. The inventory will be reconciled with the Government and adjustments, if necessary, will be made to the PAMS.
  - (5) The "Government-Furnished Property List" as maintained in the PAMS is incorporated into this contract by reference in its entirety. No hard copy of the Government-Furnished Property List will be attached to this contract.
  - (6) Administration of the Government-Furnished Property and the PAMS will be the responsibility of the Organizational Property Management Officer and/or the Government Property Administrator. The Contractor shall be accountable for Property Administration in accordance with their approved Property Management System Procedures.

(d) Reporting Requirements

The reports required shall be submitted in accordance with 48 CFR 945 and the reporting requirements set forth in Part III, Section J, Attachment B. The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

**H.5 USE OF GOVERNMENT-OWNED FACILITIES**

The Contractor is authorized to use on a no-charge, non-interference, basis in the performance of this contract, the Government-owned facilities indicated below.

NETL currently has office spaces for **37 Full Time Equivalents (FTEs)** at the Pittsburgh site, **36 FTEs** at the Morgantown site, **5 FTEs** at the Albany site, and **1 FTE** at the Houston site that are available for use by on-site Contractor personnel, the amount of office space available is subject to change based on current availability. Other associated Government furnished items for the on-site personnel include: office space, office furniture, local area network services, parking facilities, and other services as described in the clause entitled "Government Provided Services".

**H.6 MOVEMENT OF GOVERNMENT PROPERTY OFF-SITE -- NETL**

No Government-owned property, equipment, or materials will be removed from the National Energy Technology Laboratory without the completion of NETL Form 580.1-6, Property Pass and the prior written permission from the Contracting Officer or his/her designee and NETL's Property Administrator, excluding Government vehicles assigned to the Contractor. The Contractor will establish a tracking system for property regularly moved off-site (e.g. laptops, pagers, cellular phones, PDAs, etc.) and have that tracking system approved by the Contracting Officer or his/her designee prior to implementation.

**H.7 WORK BREAKDOWN STRUCTURE**

The Contractor's Work Breakdown Structure (WBS) and dictionary shall require the written approval of the Contracting Officer's Representative (COR) prior to submission of the first invoice. The WBS and dictionary 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 and dictionary 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 and dictionary 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:

WBS Level 1: Contract Level Reporting

WBS Level 2: Subtask Order Level Reporting

WBS Level 3: Work Assignment Level Reporting

WBS Level 4: Activity Level Reporting

WBS ELEMENT X.X: \_\_\_\_\_(TITLE)

OBJECTIVE: State the objective of the work element in a concise manner.

BACKGROUND: State the background in a concise manner. Include descriptions of any outstanding issues which must be resolved in order to make progress.

**H.8 KEY PERSONNEL**

The Key Personnel specified below are essential to the work being performed under this award. Any changes to these personnel require prior written approval by the DOE Contracting Officer.

The Program Manager shall serve as the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative may issue within the terms and conditions of the contract.

The following is a list of Key Personnel that have been approved for this contract:

| <u>Name</u>   | <u>Title</u>   |
|---|--|
|  | <b>Program Manager<br/>Manager for Enterprise Systems<br/>Manager for Operations &amp; Maintenance</b> |

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of Key Personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer.

Retention of Key Personnel is important to the overall efficiency and continuity of execution of the contract. The Contractor shall not divert more than one (1) of the Key Personnel, listed above, during any single performance period (every six months). This means that, given the positions identified above as Key Personnel (including the Program Manager), no more than one of this group may be reassigned away from this contract during any given performance period. Exceptions will be made for documented performance issues with Key Personnel.

**H.9 AWARD FEE DEDUCTION BASED ON FAILURE TO FULFILL COMMITMENT INDICATED BY TEAM MEMBER OR THAT OF KEY PERSONNEL**

In the event that a team member or Key Personnel fails to honor their commitment for the time period indicated in their commitment letter contained in the Contractor's proposal, then the total award fee earned during the affected fee period(s) may be reduced by 10%, at the discretion of the Fee Determining Official, for each position and team member where the commitment was not honored. This deduction will be taken in addition to any other reduction noted for the performance of the Contractor during the affected rating period.

**H.10 INCORPORATION OF CONTRACTOR'S PROPOSAL**

The Contractor's proposal in its entirety is incorporated by reference. In the event of any conflict between the other terms and conditions of the contract and those presented in the Contractor's proposal, the contract shall prevail.

- (a) As part of its proposal, the Contractor offered certain resources at no cost to the Government to support mission specific activities of significant benefit to NETL. The following list of commitments have been proposed by the Contractor and accepted by the Government:

*No Cost for Transition*

- (b) The Contractor shall provide to the Contracting Officer an annual report of accomplishments against the commitments specified above at the end of each Government fiscal year. The Contractor agrees that such reports may be made available to the public. The Contractor shall make available to DOE data that will validate the accomplishments of these commitments. A final report documenting and certifying the total commitments provided by the Contractor to NETL shall be submitted to NETL 30 days prior to the end of the contract period. The annual reports and final report shall constitute deliverables under this contract.

- (c) The costs associated with the Contractor's efforts in achieving its commitment under this clause are not allowable as direct or indirect charges against this contract or any other Government contract or agreement.
- (d) In the event it is determined by NETL, that the Contractor failed to achieve its commitment on an annual basis, NETL shall notify the Contractor in writing and the Fee Determination Official may elect to reduce the fee earned for that particular year. If the Government must acquire a Contractor committed resource at its own expense, the Contractor shall also be liable to the Government for the cost of the resource plus the Government's cost of acquiring the resource.

**H.11 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS 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:



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

**H.12 INDIRECT COSTS**

Pending establishment of final indirect cost rates for any period, billing and reimbursement of indirect costs shall be made on the basis of provisional rates recommended by the cognizant Government auditor. When a rate change occurs, and after it has been audited and approved by the cognizant Government auditor, the Contractor shall inform the Contracting Officer by letter of the indirect rate change. This notification shall include a copy of the cognizant auditor's approval and the cost impact of the rate change on the program. The change shall not be implemented until the Contracting Officer has reviewed and approved the documentation provided.

**H.13 LIMITATION OF INDIRECT COST**

Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any site specific on-site 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 growth for individual or groups of cost elements. All indirect costs in excess of said limit(s) shall be borne by the Contractor.

Percentage of Growth for Individual or Group of Cost Elements

| Indirect Cost                         | Cost Element | Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year (1)(2) |                |                |                |                |
|---------------------------------------|--------------|---|----------------|----------------|----------------|----------------|
|                                       |              | FY[12]  | FY[13]         | FY[14]         | FY[15]         | FY[16]         |
| NETL Site Specific On-Site Overhead   | Total Pool   | growth allowed  | growth allowed | growth allowed | growth allowed | growth allowed |
| Off-Site Overhead (Contractor's site) | Total Pool   | growth allowed  | growth allowed | growth allowed | growth allowed | growth allowed |
| G&A                                   | Total Pool   | growth allowed  | growth allowed | growth allowed | growth allowed | growth allowed |

(1) For Contractor's FY beginning December 1 and ending January 31

(2) The Offeror and the Prime Participants will not exceed [REDACTED] to the proposed indirect costs in each FY.

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, "Prior Approval Requirements for Placement of Subcontracts and/or Consultants." 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.14 PERFORMANCE EVALUATION PLAN (PEP)**

The Contractor's performance will be evaluated in accordance with the Performance Evaluation Plan included in Part III, Section J, Attachment C. The Plan includes the criteria to be considered under each area evaluated and the percentage of award fee available for each area. The Plan may be revised unilaterally by the Government with notification of the change(s) provided to the Contractor at least fifteen (15) calendar days prior to the start of the evaluation period to which the change will apply. The Plan may be revised bilaterally anytime throughout performance of the contract.

**H.15 PERFORMANCE BASED AWARD FEE**

(a) AWARD FEE DETERMINATION

- (i) The Government shall, at the conclusion of each evaluation period, evaluate the Contractor's performance for a determination of performance based award fee earned.
- (ii) The Contractor agrees that the determination of performance based award fee earned will be made solely by the Government FDO and such determination is binding on both parties.
- (iii) The evaluation of the Contractor's performance shall be in accordance with the Government's Performance Evaluation Plan (PEP) as indicated in Clause entitled "Performance Evaluation Plan"

set forth in Part I Section H. The Contractor shall be promptly advised in writing of the FDO's determination and the reasons why the performance fee was or was not earned. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government in accordance with the (PEP), the FDO may also consider any information available to him or her which relates to the Contractor's performance of contract and order requirements, regardless of whether or not those requirements are specifically identified in the PEP. To the extent the Contractor does not perform those requirements; the FDO may reduce the fee determination. In the event that the Contractor's performance is considered unacceptable in any area of performance which is specified in the Performance Evaluation Plan, even if no weight or fee is specifically assigned to the particular performance area, the FDO may at his/her sole discretion determine the Contractor's overall performance to be unacceptable, and accordingly may withhold the entire performance fee for the evaluation period.

(By way of example, in the ES&H area, the FDO may withhold the entire performance fee for the evaluation period in which the Contractor's negligent or poor performance results in: (1) creation of a dangerous work environment; (2) liability, or risk thereof, to the Government; (3) death or injury to one or more workers; or, (4) notice(s) of violations being issued by regulatory agencies.)

- (iv) Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

(b) **CALCULATION OF AVAILABLE AWARD FEE**

The maximum available fee pool will be established for each Subtask Order under this contract and is set forth in Part I Section B. The pool is expressed as a discrete dollar amount, not as a percentage of the plan.

(c) **REVIEW AND ADJUSTMENT OF AVAILABLE AWARD FEE**

A meeting with the COR, CO, and Contractor will be held immediately following release of the Cost Management Report (CMR) for the fourth month of the evaluation period to review, on a Subtask Order basis, any significant variances between planned DPLH and actual DPLH incurred. The COR and the Contractor will provide the CO with information concerning the variance(s) such that a determination may be made as to whether an adjustment in the fee pool for a particular Subtask Order is appropriate. Variances between planned and actual DPLH in performance are assumed to fall into one of the following three categories:

- (i) Actuals are less than planned due to Contractor management practices and cost saving efforts. No adjustment to the fee pool would be justifiable in this case. Cost overruns attributable to the Contractor will not increase the available fee pool.
- (ii) The work schedule, for whatever reason, has slipped, causing the work and its associated DPLH to move to a future performance period. In this case, the fee dollars should migrate with the work and a straight-line adjustment to the available fee would be appropriate.
- (iii) Actuals may underrun/overrun plan due to changes in programmatic nature of the scope. Some adjustment to the pool should be made, but a straight line adjustment may not be appropriate.

The Contracting Officer shall make a determination on acceptable adjustments to the available fee pool and those adjustments shall be documented in a contract modification prior to the closing of the evaluation period.

**H.16 CONFIDENTIALITY OF INFORMATION**

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

- (a) Information which, at the time of receipt by the Contractor, is in the public domain;
- (b) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

- (c) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (d) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

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

The Contractor agrees that upon request by DOE it will execute a DOE-approved nondisclosure/nonuse agreement with any party whose facilities or proprietary data the Contractor is given access to, or is furnished. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

This clause shall flow down to all subcontracts.

#### **H.17 CONTRACTOR COMMUNICATION RELEASES**

The DOE policy and procedure on news releases requires that all Contractor communication releases (i.e., press releases, public statements) be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) business days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned news releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

#### **H.18 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES**

The Contractor shall cooperate fully with all other on-site DOE Contractors (including, but not limited to, support service, architect and engineering, janitorial, computer operation Contractors, or consultants) and Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or the Contracting Officer's Representative. The Contractor shall also cooperate fully with all other Information Technology (IT) Contractors providing IT support to DOE/NETL. The Contractor shall not commit, or permit, any act which will interfere with the performance of work by any other Contractor or by Government employees.

#### **H.19 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.

**H.20 POSITION QUALIFICATIONS**

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" located in Part III, Section J, Attachment D to this contract, except as the Contracting Officer may authorize.

**H.21 COMMUNITY COMMITMENT**

It is the policy of NETL to be a constructive partner in the geographic region in which NETL conducts its business. The basic elements of this policy include: (1) recognizing the diverse interests of the region and its stakeholders; (2) engaging regional stakeholders in issues and concerns of mutual interest; and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the contract will be consistent with the intent of the policy and elements set forth above.

**H.22 CONSERVATION OF UTILITIES**

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas essential for purpose of safety and security.

**H.23 GOVERNMENT PROVIDED SERVICES**

The Government shall provide the following on-site services. The Contractor shall use these services for official use only, in performance of the required services specified in this SOW.

- (a) Utilities: The Government shall provide electricity, water, lights, sewage, and heating or cooling.
- (b) Mail Distribution: The Government shall provide mail pick-up and delivery of official mail.
- (c) Postage: Government-provided postage is restricted to official correspondence.
- (d) Telephone: Telephones shall be provided for Contractor-personnel to make official local and long distance calls.
- (e) Custodial Service: The Government shall provide custodial services to include emptying of trash cans and vacuuming and shampooing of carpeted areas in Government-furnished facilities.
- (f) Refuse Collection: The Government shall provide refuse collection at Government-furnished facilities.
- (g) Insect and Rodent Control: The Government shall provide insect and rodent control in Government-furnished facilities. The Contractor shall notify the COR if the facilities appear to be infested.
- (h) Printing and Reproduction: Office copiers shall be provided according to Government policies for their use. The Contractor shall use NETL's Graphics and Printing facilities for the productions of documentation required in support of this SOW.
- (i) Equipment Maintenance: The Government shall maintain equipment whose maintenance is not obtained through this contract.

- (j) Security Police and Fire Protection: In case of emergency, the Contractor shall notify the Security Office immediately. The Contractor shall obtain these phone numbers from the COR and keep them posted and up to date at all times.
- (k) Transportation: NETL has a pool of GSA vehicles, to which the Contractor will have reasonable access for Official Government business in performance of services required by this Contract.
- (l) IT Services: The Government shall provide basic office automation tools to include an office computer connected to the NETL administrative network and loaded with an office software suite (presently MS Office); access to enterprise email and calendaring software (presently Novell GroupWise); access to enterprise applications as required; access to network file and print services; access to Internet services; office telephone and voice mail services; access to convenience copier and copy center services; access to library services; access to video teleconference and teleconference meeting resources as required; and access to helpdesk services.

## **H.24 SECURITY AND PERSONNEL REQUIREMENTS**

### **(a) GENERAL RESPONSIBILITIES**

The Contractor shall be responsible for complying with the provisions of NETL's unclassified security program. The Contractor shall cooperate with the Computer Security Program Manager (CSPM) and the Contracting Officer's Representative (COR) in all information security matters.

### **(b) CLASSIFIED MATERIAL**

Performance under the contract may involve access to classified material. If access to classified material is required, the Contractor shall be required to obtain necessary security clearances for personnel who will have access to classified material. For unclassified material, the Contractor shall abide by all provisions of the Department of Energy (DOE) Order 205.1 "Unclassified Computer Security Program" (incorporated by reference) or as revised.

### **(c) ACCESS TO FACILITIES**

The Contractor shall prohibit access to Government-furnished facilities of any persons other than authorized Government and Contractor employees, unless prior approval is obtained from the Contracting Officer (CO) or appropriate COR.

The Contractor shall maintain the security within the facility. Anyone entering the facility who does not have a valid NETL identity badge must be processed through NETL's Visitor Registration process at NETL's Security Office or main lobby and must obtain a visitor identification badge and be escorted by a NETL representative. All personnel who have not been issued a NETL identity badge shall be escorted.

### **(d) PHYSICAL SECURITY**

The Contractor shall be responsible for safeguarding and securing all Government property provided for use under this contract. The Contractor shall notify the COR and submit a completed loss/theft report (currently NETL-F 470.1-1-1) with NETL Security within 24 hours after discovery of any missing Government property.

### **(e) KEY CONTROL**

The Contractor shall ensure there is adequate control of keys and access cards to preclude the loss, misplacement or unauthorized use and access to Government equipment and facilities. The Contractor shall not duplicate keys issued by the Government.

In the event the Contractor loses Government keys, the Government shall replace, or re-key, all keys or locks, as the Government deems necessary. The Government shall deduct the total cost for replacing locks and keys from the monthly payment due the Contractor. In the event a master key is lost or duplicated, the Government shall replace all locks and keys for that system and deduct the total cost for replacement from the monthly payment due to Contractor; or at the Government's discretion, the Government shall require the Contractor to replace locks and keys to the COR's satisfaction.

The Contractor shall report any occurrence of a lost or misplaced key to the COR within 4 hours of discovering that a key has been lost or misplaced. The Contractor shall provide a follow-up report, in writing, to the COR within 24 hours.

The Contractor shall prohibit the use of Government-issued keys by any persons other than the Contractor's authorized employees.

(f) COMBINATION CONTROL

The Contractor shall ensure there is control of combinations for cipher locks. The Contractor shall notify the COR within one workday after termination of employment of all Contractor employees who have access to the combination. The Contractor shall establish and implement methods to ensure that no lock combinations are revealed to unauthorized persons. The procedures shall be included in the Contractor's Quality Control Program.

(g) PERSONNEL AND SECURITY

(1) Building Access: The Contractor shall require all contract employees to complete the appropriate forms for computer and building access security.

(2) Identification Badge: The Contractor shall obtain an identification badge for each Contractor employee from NETL Security prior to entry on duty. Contractor employees shall display this identification badge at all times within NETL facilities. Contractor shall be responsible for returning badge of departing employee to Security.

(h) DATA SECURITY

All information, whether stored in the computer, in hard copy form, or on magnetic media, shall be protected from unauthorized disclosure, and unauthorized modification or destruction at all times. Contractor personnel shall take all precautions to protect the information and programs and shall report all suspected violations to the COR or CSPM. The Contractor shall immediately verbally notify, and notify in writing before the close of business of the next day, the Government COR or the CO or his authorized representative, in the event that the Contractor suspects or has reason to suspect a breach of data security occurred.

Information processed and stored by these Information Resource systems shall include some information that must be safeguarded from disclosure and alteration. That information is subject to protection by various laws, regulations and agreements. The Contractor agrees, in the performance of this contract, to keep sensitive information in the strictest of confidence and to protect it from unauthorized modification or destruction. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, and not to authorize or permit others to do so. The Contractor shall take such reasonable measures as are necessary to restrict access to this information, while in its possession, to those employees needing such information to perform the work provided herein (e.g. on a "need to know" basis). The Contractor shall immediately verbally notify, and notify in writing before the close of business of the next day, the Government COR or the CO or his authorized representative, in the event that the Contractor suspects or has reason to suspect a breach of data security occurred.

**H.25 ACCESS TO DOE –OWNED OR LEASED FACILITIES**

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;

- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.
- (2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE –owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee’s application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor’s employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE – owned or leased facilities.

All questions and compliance issues should be directed to the NETL Security Officer.

## **H.26 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) – PRIOR APPROVALS**

The National Environmental Policy Act of 1969 (NEPA) requires that all federal agencies consider the impacts of their projects on the human environment. As part of the DOE’s NEPA requirements, the Contractor shall be required to supply to the DOE certain environmental information. DOE funds may only be expended by the Contractor on activities consistent with 40 CFR 1506.1, until DOE notifies the Contractor that all NEPA requirements have been satisfied.

## **H.27 ENVIRONMENTAL, SAFETY, AND HEALTH MANAGEMENT SYSTEM POLICY AND ENVIRONMENTAL ASPECT AND OBJECTIVE/TARGET CONSIDERATIONS**

The Contractor must be knowledgeable of NETL’s environment, safety, and health management system policy, aspects, objectives and targets and consider how their work could affect or create additional aspects or objectives. The Contractor shall support NETL’s ISO 14001 and OHSAS 18001 certifications by ensuring that his/her employees and work practices support the NETL ES&H policy, plans, procedures and the objectives and targets.

## **H.28 ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS**

(a) The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of his/her employees, other NETL employees, and the public, and to prevent damage to the environment and NETL-owned materials, supplies, equipment, facilities, and any other NETL-owned property.

(b) The Contractor shall comply with the requirements of NETL’s environment, safety, and health (ES&H) programs as implemented through NETL directives (orders, operating plans and procedures). These programs are based on conforming to the requirements listed on NETL’s focused standards list (see Focused Standards List clause in Part I, Section H), which is a compendium of applicable federal, state, and local regulations; consensus standards; and DOE directives. In particular, the Contractor shall comply with the procedural, recordkeeping, and reporting

requirements of these ES&H programs and their supporting directives. Where conflict exists among the standards' requirements, the most protective shall be adopted, unless relief is provided by the Contracting Officer.

(c) The Contractor shall generate and implement an integrated safety management (ISM) plan describing how the Contractor will implement NETL's ES&H policy and the DOE ISM philosophy, as outlined in ISM directives, into the planning, budgeting, execution, and assessment of work activities. The plan shall describe the Contractor's approach to

(1) the integration of ISM's five functions: defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance into its everyday work activities, and

(2) demonstrating ISM's seven guiding principles: workforce responsibility and accountability; clear roles, responsibilities, and authorities; competence commensurate with responsibilities, balanced priorities, identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization.

The Contractor shall describe in this plan how the Contractor's work will be integrated with NETL's ISM System. The Contractor shall submit the plan to the Contracting Officer or his/her representative for review and approval within 30 calendar days after the date of contract award. This plan shall be updated annually and resubmitted to the Contracting Officer or his/her representative for review and approval.

(d) The Contractor shall comply with NETL directives on conducting safety analysis and reviews for research and development projects, support operations, and facility construction and maintenance and shall implement the requirements resulting from the analysis and review.

(e) Contractor employees shall complete mandatory ES&H training as required by the nature of job being performed or by legal, DOE or NETL requirements. The Contractor shall maintain training records for his/her employees to demonstrate that training has been completed.

(f) The Contracting Officer shall notify the Contractor, in writing, of any non-conformance with the ES&H requirements of this contract. After receipt of such notice, the Contractor shall immediately take corrective action. In the event that the Contractor fails to comply with NETL's environment, safety, and health requirements, the contracting office may, without prejudice to any other legal or contractual rights of the DOE, issue an order stopping all or any part of the work; thereafter, a start order for work resumption may be issued by the Contracting Officer. The Contractor shall make no claim for an extension of time, or for compensation or damages by reason of, or in conjunction with, such work stoppage.

(g) The Contractor shall include this environment, safety, and health clause in all subcontracts requiring work at the NETL sites and shall be responsible for ensuring that subcontractors adhere to these ES&H requirements.

(h) The DOE or its authorized representative shall have the right to inspect any work areas or facilities occupied by the Contractor.

(i) The Contractor shall keep records such as raw data, interpreted results, reports, correspondence, and other materials proving regulatory and standard compliance, according to DOE records management schedules.

(j) Accidents or incidents resulting in human injury or property damage are to be reported immediately to the Contracting Officer or his/her representative. Notification, recording, and reporting requirements for accidents or incidents shall be conducted in accordance with 29 CFR 1904 and 1910 and the associated NETL directives. The Contracting Officer or his/her representative shall be provided with copies of all required documentation within 10 calendar days of the accident or incident.

(k) The Contractor shall maintain an accurate record of onsite hours worked and shall provide this information to the Contracting Officer or his/her representative upon request in order to calculate hours-based ES&H statistics.

(l) The Contractor shall collect metrics on environment, safety, and health performance as determined by NETL in addition to those contained in their ISM plan. These metrics may change with time. The following are examples and may not represent the actual metrics that will be required to be reported: recordable injury/illness rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked); days away or restricted time rate (total number of OSHA-defined lost work day cases or restricted days cases/total hours worked); and hazardous waste

generated (total cubic feet of hazardous waste shipped); number of employees who have completed ES&H training on-time; number of inspections/assessments conducted; and number of employees participating in the emergency response program. The metrics shall be provided to the contracting office or his/her representative.

(m) NETL depends on volunteers to staff its emergency response organization (ERO), including the HAZMAT/rescue team. The Contractor shall allow participation of his/her employees in NETL's site-wide emergency response program. Participants shall be allowed the time necessary to fulfill ERO training obligations. The Contractor whose employees participate in emergency response functions shall be responsible for providing any additional liability insurance or supplemental insurance deemed appropriate by the Contractor for the ERO positions that their employees occupy.

#### **H.29 QUALITY ASSURANCE**

The Contractor shall maintain an effective Quality Assurance (QA) Program during the course of the contract. A QA Management Plan is required in accordance with the Reporting Requirements Checklist, Part III, Section J, Attachment B. The QA Management Plan shall address both technical and administrative deliverables and services. The Government will not serve in the quality control function for the Contractor. Downward adjustments in fee may be assessed if the QA Management Plan is not followed and a deliverable or service provided by the Contractor to the Government requires rework or is unacceptable due to poor quality. Poor quality work contain errors which include but are not limited to typographical errors, grammatical errors, operational errors, programming errors, and errors of fact.

#### **H.30 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION**

(a) The Contractor shall implement the DOE work in accordance with all applicable Federal, State and local laws, including codes, ordinances and regulations, covering safety, health and environmental protection.

(b) The Contractor agrees to include paragraph (a) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

#### **H.31 HAZARDOUS WASTES MANIFESTS AND LABELS**

The Contractor shall not identify, on waste manifests or container labels or otherwise, the DOE or the NETL as the owner or generator of hazardous waste without written permission, signed by the Contracting Officer or his/her designee.

#### **H.32 INDEMNITY -- ENVIRONMENTAL, HEALTH AND SAFETY VIOLATIONS**

Should the Contractor, in the performance of work under this contract, fail to comply with the requirements of environmental permits, local laws or regulations, state laws or regulations, federal laws or regulations, the statement of work and its attachments, and cause any environmental, health, or safety liability to be assessed against the Government, the Contractor agrees to indemnify the Government for this liability. This requirement shall be placed in all subcontracts awarded by the Contractor under this contract. The provisions of this clause are limited to liabilities not otherwise addressed by other provisions of this contract.

#### **H.33 LOBBYING RESTRICTION**

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

A copy of the DOE "Lobbying Brochure" which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal Contractors can be found at:

<http://energy.gov/management/lobbying>

#### **H.34 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 only to the extent that they do not exceed the rates and

amounts set by Subchapter I of Chapter 57 of Title 5, United States Code, or by the Administrator of General Services or the President (or his designee) pursuant to any revision of such subchapter; and are allowable pursuant to the "Allowable Cost and Payment" clause, FAR 52.216-7.

Foreign travel shall be subject to DEAR 952.247-70.

### **H.35 COMPLIANCE WITH INTERNET VERSION 6 (IPv6) IN ACQUIRING INFORMATION TECHNOLOGY**

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that:

- (1) All deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and
- (2) it has IPv6 technical support for development and implementation and fielded product management available.

Should the Contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Contracting Officer of such nonconformance and act in accordance with instructions of the Contracting Officer.

### **H.36 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE**

ADPE requirements which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease versus purchase determination.

### **H.37 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) LEASING**

If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.

### **H.38 LIMITATION ON SOFTWARE**

The Contractor shall not violate license agreements (express or implied), copy, change (with the exception of vendor-supplied updates or maintenance requirements), or release to a third party, Government-furnished software, including other vendors' proprietary software, for any purpose other than that for which it was provided to the Contractor under the terms of this contract.

Unless provided as Government-furnished software, the Contractor shall not use software in which the Contractor holds proprietary rights, or rights as a licensee, without the prior written authorization of the Contracting Officer or designee.

The Contractor agrees not to restrict the design and development of software in such a fashion that it shall unreasonably favor specific vendor hardware and software.

The Government may require the Contractor to register the copyright on software developed for the Government under this contract.

### **H.39 OVERTIME APPROVALS**

No overtime is authorized to be utilized on this contract without the express written consent of the Contracting Officer. In the event the Contractor determines performance under this contract will require the use of overtime, the Contractor shall submit either an overtime use plan (projection of overtime for the contract year) or submit a request on an individual basis to the Contracting Officer for consideration and approval. If the Contractor utilizes the Task/Subtask Management Plans as the means to approve overtime, then it needs to be defined in the written approach portion of the plan to provide enough detail for the Government to approve as part of that plan. If an annual overtime plan is approved, this clause will be modified to incorporate the approved overtime as a not to

exceed ceiling. The approvals required under this clause do not apply to the exceptions in FAR 52.222-2 Payment for Overtime Premiums subparagraph (a)(1) through (a)(4) of the clause.

#### **H.40 WORK HOURS**

##### **A. WEEKENDS AND RECOGNIZED HOLIDAYS**

The Contractor may be required to work from time to time on federally observed holidays and weekends to meet specific work requirements. The Contractor shall be provided advance notice of at least twenty four (24) hours by the COR for planned work scheduled for federally observed holidays and weekends.

##### **B. WORK AT HOME**

It is expected that the performance of activities identified in this SOW will be accomplished primarily on-site. However, the Government may authorize the Contractor to perform work at home (from the employee's home) for specific occasions. If the Contractor anticipates that any employees will be working from home, a Work At Home plan specific to this award and a copy of the Contractor's corporate policy on telecommuting shall be submitted. Requests for work from home must be made in writing with duration, identified deliverables the Contractor personnel will be providing, an identifiable benefit to the Government, and the methodology by which supervision of these activities will occur. This request must be submitted by the Contractor for approval to the COR at least one week in advance of work to be performed off-site. The Contractor will report to the COR on a monthly basis the following: (1) who worked at home, (2) what work was performed, (3) total hours worked at home, and (4) the methodology by which the work was supervised.

##### **C. HOURS OF OPERATION - WEEKDAYS**

The required hours of operation are weekdays 7:00 a.m. – 8:00 p.m. Eastern Time.

##### **D. ON-CALL SUPPORT**

The Contractor shall provide on-call support on a 24-hour a day, 7 days a week basis for resolving hardware and software problems or providing other emergency support. The Government shall provide the Contractor with the necessary communications equipment as deemed appropriate by the COR. The Contractor shall respond to any off-hour inquiry/problem from the automated alert system within sixty (60) minutes of call and have staff on-site within three hours of initial contact. NETL operates automated alert systems that will contact the Contractor directly to respond to an off-hour inquiry/problem. The Contractor shall respond to off-hour requirements when notified by either the automated alert system or the COR to maintain operations and quality services, meet deadlines, and handle emergencies. The Contractor shall notify the COR or designated representative of afterhours work.

#### **H.41 REIMBURSEMENT OF TRAINING COSTS**

Training costs incurred by the Contractor for their staff that are direct-charged to this contract shall only be considered allowable if the individual continues to perform work under this contract for a period of twelve months after completion of the training course. In the event the employee does not work directly in support of this contract for the full twelve month period required after completion of the training course, then the Contractor shall be required to reimburse the Government for the entire cost of the training for that employee (note: during the last year of performance on this award the process identified above may be waived (entirely or in part) by the COR).

#### **H.42 REQUIRED CONTRACTOR CERTIFICATION**

For all portions of the work defined in the Statement of Work that are encompassed by the Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) for Services (CMMI-SVC), the work shall be performed at CMMI-SVC level 3 or higher. The CMMI-SVC model is a collection of service best practices from Government and Industry with a focus on activities for providing quality services to customers and end users. The prime Contractor shall be rated at CMMI-SVC level 3 or higher or at a CMMI-DEV level 3 or higher. The prime Contractor shall ensure any and all subcontractors performing work encompassed by CMMI-SVC adhere to the prime Contractor's defined level 3 or higher methodologies. A copy of the SCAMPI Class A Appraisal Disclosure Statement shall be maintained on file with the Contracting Officer for the prime Contractor and any subcontractors holding a level 3 or higher rating. The organizational element defined in the disclosure statement shall be the same organizational element performing the work identified. Key Personnel with assigned responsibilities encompassed by the CMMI-SVC must have experience working in a CMMI level 3 or higher environment.

#### **H.43 FOCUSED STANDARDS LIST**

The Contractor shall adhere to all applicable NETL ES&H Focused Standards as indicated in the Focused Standards list which is currently posted on the SSC electronic reading room located at <http://www.netl.doe.gov/business/solicitations/ssc2008/index.html> . This list may be modified from time to time during the contract. After contract award, the list will be available at the following NETL Intranet site: [http://intranet/ESH\\_ISO/standard/focused.pdf](http://intranet/ESH_ISO/standard/focused.pdf). This Focused Standards List has been primarily derived from selected Standard References contained in NETL issued directives. It should not be construed that all of the standards on the list would be applicable to operations required under this contract.

#### **H.44 DOE-H-1048 GREEN PURCHASING UNDER DOE SERVICE CONTRACTS**

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of Federal employees and Contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

#### **H.45 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, regulations and DOE/NETL directives (e.g. Orders, Policies, and Procedures).

## **PART II - SECTION I – CONTRACT CLAUSES**

\*See Alliant Small Business (SB) Government Wide Acquisition Contract (GWAC) for additional applicable I Clauses.\*

### **I.1 952.202-1 DEFINITIONS.**

(a) 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.

### **I.2 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (DEC 2000)**

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

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

### **I.3 952.204-2 SECURITY. (MAR 2011)**

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

(d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-- (1) relates primarily to the military

utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of National Security Information.* The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of Special Nuclear Material.* The term "special nuclear material" means-- (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization--

- A. The date(s) each Review was conducted;
- B. Each entity that provided information concerning the individual;
- C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
- D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
- E. The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) *Foreign Ownership, Control, or Influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted

directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

#### **I.4 952.204-70 CLASSIFICATION/DECLASSIFICATION. (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

#### **I.5 952.204-73 FACILITY CLEARANCE. (MAR 2011)**

### **NOTICES**

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

**(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328**

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

**(b) Definitions**

(1) Foreign Interest means any of the following—

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

#### **NOTICE TO OFFERORS—CONTENTS REVIEW**

##### **(PLEASE REVIEW BEFORE SUBMITTING)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and,

(5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

#### **I.6 952.204-76 CONDITIONAL PAYMENT OF FEE OR PROFIT--SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION. (JAN 2004)**

(a) General. (1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the Contractor's compliance with the terms and conditions of this contract

relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) including compliance with applicable law, regulation, and DOE directives. The term "Contractor" as used in this clause to address failure to comply shall mean "Contractor or Contractor employee."

(2) In addition to other remedies available to the Government, if the Contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information, the Contracting Officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the Contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the Contractor will be determined by the severity of the Contractor's failure to comply with contract terms and conditions relating to the safeguarding of Restricted data or other classified information pursuant to the degrees specified in paragraph (c) of this clause.

(b) Reduction Amount. (1) If in any period (see 48 CFR 952.204-76 (b)(2)) it is found that the Contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information, the Contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26 percent nor greater than 100 percent of the total fee or profit earned for a first degree performance failure, not less than 11 percent nor greater than 25 percent for a second degree performance failure, and up to 10 percent for a third degree performance failure. The Contracting Officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 904.402(c)). The mitigating factors include, but are not limited to, the following:

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of safeguarding Restricted Data and other classified information and compliance in related security areas.

(2)(i) Except in the case of performance-based firm-fixed-price contracts (see paragraph (b)(3) of this clause), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of 6 months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the Contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the Contracting Officer will at the time of contract award include negative monetary incentives in the contract for Contractor violations relating to the safeguarding of Restricted Data and other classified information.

(c) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failures relating to the Contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:

(1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

#### **I.7 970-5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES. (DEC 2010)**

(a) Program Implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) *Subcontracts.* (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

(2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

#### **I.8 952.208-70 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).

**I.9 952.209-72 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.

#### **1.10 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2011)**

(a) *Invoicing.*

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

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

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—
  - (1) In accordance with the terms and conditions of a subcontract or invoice; and
  - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

- (iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks

(d) *Final indirect cost rates.*

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) *Subcontract information*. Listing of subcontracts awarded to companies for which the Contractor is the prime or upper-tier Contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contract information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
- (C) Identification of prime contracts under which the Contractor performs as a subcontractor.
- (D) Description of accounting system (excludes Contractors required to submit a CAS Disclosure Statement or Contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes Contractors where the procedures have not changes from the previous year's submission).
- (F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, etc).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.

- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this sections, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime Contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the Contracting Officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and  
(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

#### **I.11 952.216-7 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".

#### **I.12 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)**

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.* (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

**I.13 52.222-41 SERVICE CONTRACT ACT OF 1965. (NOV 2007)**

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

"Act" means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

"Contractor" when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a

written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section

6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.* (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each

such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**I.14 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (SEP 2009)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
- (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
- (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**I.15 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)**

(a) Definition. As used in this clause--

"Energy-efficient product" --

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR at <http://www.energystar.gov/products> ; and

(2) FEMP at [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html) .

**I.16 970.5227-1 RIGHTS IN DATA—FACILITIES. (DEC 2000)**

**(a) Definitions.**

- (1) *Computer data bases*, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
- (2) *Computer software*, as used in this clause, means
  - (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and
  - (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
- (3) *Data*, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term “data” does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
- (4) *Limited rights data*, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government’s rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g) of this clause.
- (5) *Restricted computer software*, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government’s rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of paragraph (h) of this clause.
- (6) *Technical data*, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
- (7) *Unlimited rights*, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

**(b) Allocation of Rights.**

- (1) The Government shall have:
  - (i) Ownership of all technical data and computer software first produced in the performance of this Contract;
  - (ii) Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, or except for other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE Work for Others Program;
  - (iii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(3) of this clause.
  - (iv) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The

Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;

(v) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this Contract. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the Contracting Officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (g) of this clause (“Rights in Limited Rights Data”) or paragraph (h) of this clause (“Rights in Restricted Computer Software”); and

(vi) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.

(2) The Contractor shall have the right to withhold limited rights data and restricted computer software unless otherwise provided in accordance with the provisions of this clause.

(3) The Contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from, or is given access to by, DOE or a third party, including a DOE Contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.

*(c) Copyrighted Material.*

(1) The Contractor shall not, without prior written authorization of the Patent Counsel, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the Contractor.

(2) The Contractor agrees not to include in the technical data or computer software delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining a no cost license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the Contracting Officer to include such material in the technical data or computer software prior to its delivery.

(3) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee, including any follow-on Contractor performing essentially the same functions as contracted for under this contract.

*(d) Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides noticed to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(f) *Subcontracting.*

- (1) Unless otherwise directed by the Contracting Officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR Subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled, "Rights in Data-General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE Patent Counsel, and the Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of DOE Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with DEAR 927.409(h). The Contractor shall use instead the Rights in Data-Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.
- (2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:
  - (i) Promptly submit written notice to the Contracting Officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and
  - (ii) Not proceed with the subcontract without the written authorization of the Contracting Officer.
- (3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data or restricted computer software for their private use.

(g) *Rights in Limited Rights Data.* Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth. All such limited rights data shall be marked with the following "Limited Rights Notice":

Limited Rights Notice

These data contain "limited rights data," furnished under Contract No.

\_\_\_\_\_ with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed

outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

- (a) Use (except for manufacture) by support services Contractors within the scope of their contracts;
- (b) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (c) This "limited rights data" may be disclosed to other Contractors participating in the Government's program of which this Contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (e) Release to a foreign Government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such Government. This Notice shall be marked on any reproduction of this data in whole or in part.

(End of Notice)

(h) *Rights in Restricted Computer Software.*

- (1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice":

Restricted Rights Notice-Long Form

- (a) This computer software is submitted with restricted rights under Department of Energy Contract No. \_\_\_\_\_. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.
- (b) This computer software may be:
  - (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
  - (2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;
  - (3) Reproduced for safekeeping (archives) or backup purposes;
  - (4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and
  - (5) Disclosed to and reproduced for use by Contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.

(d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used.

Restricted Rights Notice--Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No. \_\_\_\_\_ with (name of Contractor).

(End of Notice)

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr), in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.

(4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor includes the following statement with such copyright notice "Unpublished-rights reserved under the Copyright Laws of the United States."

(i) *Relationship to patents.* Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

**I.17 952.215-70 KEY PERSONNEL. (DEC 2000)**

(a) The personnel listed below or elsewhere in this contract (Section H) 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.

**I.18 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (FEB 2006)**

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are -

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both -

- (i) The Contracting Officer, and
- (ii) The:

Office of Cargo Preference  
Maritime Administration (MAR-590)  
400 Seventh Street, SW  
Washington DC 20590.

Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (A) Sponsoring U.S. Government agency.
- (B) Name of vessel.
- (C) Vessel flag of registry.
- (D) Date of loading.
- (E) Port of loading.
- (F) Port of final discharge.
- (G) Description of commodity.
- (H) Gross weight in pounds and cubic feet if available.

(l) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to -

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless--

(i) This contract is--

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are--

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military--

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates  
Maritime Administration  
400 Seventh Street, SW  
Washington DC 20590

Phone: (202) 366-4610.

**I.19 952.247-70 FOREIGN TRAVEL (JUN 2010)**

Contractor foreign travel shall be conducted pursuant to the requirements contained in Department of Energy (DOE) Order 551.1C, or its successor, Official Foreign Travel, or its successor in effect at the time of award.

**I.20 952.251-70 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

**PART III - SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS/EXHIBITS**

| ATTACHMENT | DESCRIPTION  |
|------------|--|
| A-1        | NETL Introduction  |
| A-2        | Statement of Work  |
| B          | Reporting Requirements                                       |
| B-1        | Cost Management/Invoice Detail/Summary Staffing Report Forms |
| B-2        | Contract Organization Chart                                  |
| B-3        | Subcontract Status Report                                    |
| C          | Performance Evaluation Plan                                  |
| D          | Position Qualifications                                      |
| E          | Wage Determinations/Collective Bargaining Agreements         |
| F          | Performance Guarantee Agreement                              |

## J.2 ATTACHMENT A-1 – NETL INTRODUCTION

### INTRODUCTION TO THE NATIONAL ENERGY TECHNOLOGY LABORATORY

The U.S. Department of Energy's (DOE) National Energy Technology Laboratory (NETL), operated by the DOE Office of Fossil Energy (FE), helps provide clean, safe, affordable, reliable energy to the American people. All of our activities support the DOE mission to promote the national, economic, and energy security of the United States.

NETL is the only national laboratory owned and operated by DOE. It conducts and manages research activities at its sites in Pittsburgh, Pennsylvania, Morgantown, West Virginia, and Albany, Oregon. It also maintains offices in Sugar Land, Texas, and Fairbanks, Alaska, to address energy issues specific to those regions. The innovations NETL and its partners discover address a range of fossil energy challenges, including carbon dioxide capture, utilization, and storage; advanced coal processing; enhanced natural gas exploration and production; next-generation emissions controls; production of materials for extreme environments; and high-efficiency boilers, turbines, fuel cells, and other power systems. NETL also manages DOE projects that tackle emerging issues in renewable energy, SmartGrid implementation, and ways to improve the reliability and efficiency of both existing and future power plant and electricity delivery systems.

About one quarter of NETL's 1,200 Federal and Contractor employees engage in on-site research, solving problems that would otherwise become barriers to commercializing advanced power systems, fuels, and environmental and waste-management technologies. NETL research includes collaboration with many types of research organizations. A primary partnership is the NETL-Regional University Alliance, an applied research collaboration combining the expertise of the Laboratory with the broad capabilities of five nationally recognized regional universities and the engineering and construction expertise of an industry partner.

In addition to performing on-site research, NETL applies its extensive technology- and project-management capabilities to shape, fund, and manage off-site research throughout the United States and in more than 40 foreign countries. The Laboratory's portfolio includes more than 1,600 projects with a total award value of nearly \$30 billion and private-sector cost sharing of nearly \$13 billion. To secure these projects, NETL uses a variety of contracting arrangements with corporations, small businesses, universities, non-profit organizations, and other national laboratories and Government agencies.

NETL also provides strategic information and analyses to the policymakers responsible for setting direction and establishing research funds to ensure that America has a continuing supply of clean, affordable energy. NETL provides expert scientific and engineering analyses of technology options, developmental pathways, energy scenarios, and technical advancements; programmatic and socio-economic impact analyses and benefits appraisals; expert simulation and modeling using state-of-the-art systems; and analyses of energy systems infrastructure interdependencies, including policy implications.

NETL transfers many of its energy solutions into the commercial and educational arenas. Licensing agreements with large and small companies bring viable solutions to market, while internships and other educational programs bring renowned researchers together with students and faculty. Other efforts include a speakers' bureau, visiting professor program, Adopt-a-School program, science bowls, in-school demonstrations, computer donations to area schools, and job shadowing for high school students. Further, NETL-sponsored papers, presentations, publications, and conferences ensure that Laboratory breakthroughs are shared openly with decisions makers, stakeholders, and other researchers around the world.

#### **NETL Organization**

NETL is organized into six subordinate Offices or Centers: the Office of Research and Development, the Strategic Center for Coal, the Strategic Center for Natural Gas and Oil, the Project Management Center, the Office of Institutional Operations, and the Office of Business Operations/Chief Financial Officer.

**Office of Research and Development (ORD)** responsibilities include conducting first-class research and development (R&D) in clean energy systems that is of critical importance to the nation; providing a "corporate R&D" function for DOE/FE programs; conducting long-range exploratory research; developing enabling science for energy technologies; innovating and inventing new concepts; supporting program, product, and new business development; initiating and conducting cooperative R&D with external partners; sponsoring education and outreach; and providing unbiased technical evaluations.

ORD plans, manages, and implements R&D projects conducted on site to develop and verify novel concepts that could lead to new technologies; participate in crosscutting technical teams; develops and maintains technical R&D core competencies through a program of skills development and training; designs, constructs, operates, and maintains the Laboratory's R&D facilities; oversees site-support service Contractor efforts in support of on-site research; coordinates the activities of research associates and visiting scientists using on-site R&D facilities; actively seeks external partners for Cooperative Research and Development Agreement (CRADA) activities involving on-site facilities or research staff; and develops cooperative research opportunities with universities, other DOE laboratories, and other Federal laboratories and offices. ORD also implements and assures compliance with legislation and regulations pertaining to partnership development, technology transfer, and export compliance.

**The Strategic Center for Coal (SCC)** works to ensure national energy security and economic prosperity through the production of clean, affordable electricity and fuels from coal, the Nation's most abundant energy resource. SCC is charged with implementing research, development, and demonstration to resolve the environmental, supply, and reliability constraints of producing and using coal resources. Technologies that allow the environmentally responsible use of coal will allow the United States to meet growing electricity demand.

**The Strategic Center for Natural Gas and Oil (SCNGO)** integrates all elements of DOE's natural gas and oil research. SCNGO is charged with implementing science and technology development to resolve the environmental, supply, and reliability constraints of producing and using oil and gas resources—resources that account for more than 60 percent of the energy consumed in the United States. With core competencies and expertise in all aspects of natural gas and oil, SCNGO investigates and manages R&D leading to improved natural gas and oil production and use. SCNGO invests in projects that promise tangible benefits to the American people, including a cleaner environment and increased domestic natural gas and oil production.

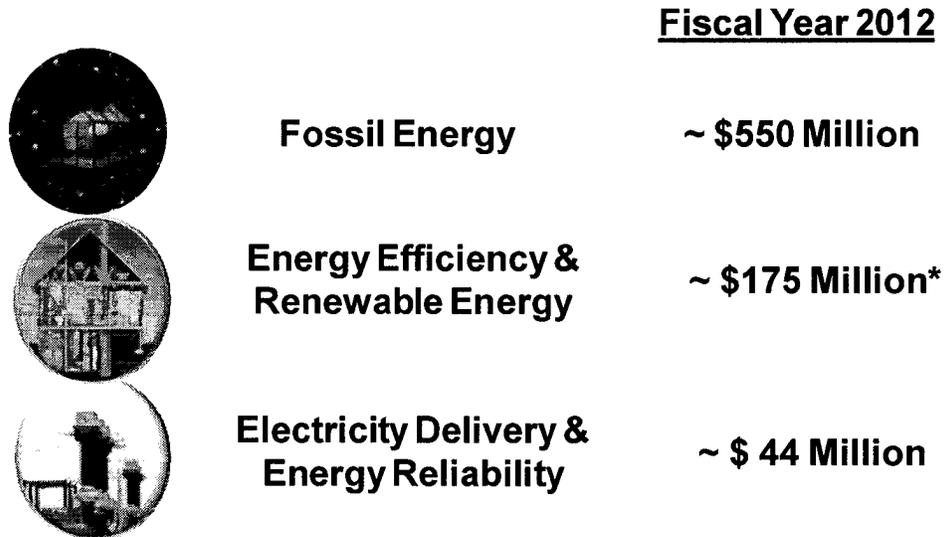
**The Project Management Center (PMC)** harnesses expertise and talent for non-fossil-energy research, development, and demonstration projects, including those with other Federal organizations. PMC performs overall management and implementation of these customers' advanced initiatives, providing technical expertise, analytical tools, and a full suite of implementation skills.

**The Office of Institutional and Business Operations (OIO)** plans, directs, and coordinates administrative, operational, construction, and support activities for the Laboratory, including organization and human resource management; information technology management, maintenance, and implementation; on-site Environmental, Safety, and Health program execution, compliance, and remediation activities; site management, including design, construction, operation, and maintenance of NETL facilities; security services; and real and personal property management. Particular functional and technical specialists participate individually or on teams to ensure timely information exchange, coordinate responses to action items affecting FE, and provide support to specific functional offices within DOE Headquarters.

**The Office of Business Operations/Chief Financial Officer (OBO/CFO)** plans, directs, and coordinates the Laboratory's CFO, acquisition, and assistance functions and provides management oversight of NETL's site-support contracts. OBO/CFO develops and implements the Laboratory's financial policies; performs budgetary planning, financial analyses, financial management, and administration services; performs acquisition and assistance services; plans, directs, and coordinates site-support contract management and project management compliance activities that crosscut the Laboratory's operating units; develops the Laboratory's comprehensive risk management strategy, implements its comprehensive risk management program, and ensures the compliance of all operational, regulatory and financial functions performed across the Laboratory that are required in the execution of its risk management program; manages the NETL performance measurement system; and conducts compliance reviews.

## NETL Budget

Figure 1 shows FY 2012 NETL budget information. Non-FE funding comes from the Office of Energy and Efficiency and Renewable Energy, the Office of Electricity Delivery and Energy Reliability, and other Federal agencies.



*\*NETL also financially manages an additional \$600M for EERE's PMC (Golden/NREL).*

Figure 1. NETL Budget for FY 2012

### **J.3 ATTACHMENT A-2 – STATEMENT OF WORK**

#### **STATEMENT OF WORK INFORMATION TECHNOLOGY OPERATIONS AND MAINTENANCE SUPPORT (ITOMS) SERVICES**

##### **Purpose**

The purpose of this contract is to obtain quality professional Information Technology product and services. This statement of work will assist the National Energy Technology Laboratory (NETL) in meeting the following requirements:

- The President's Management Agenda (PMA), which includes expanded citizen-centered electronic Government (eGov) initiatives.
- Post 9/11/2001 directives focused on cyber security.
- The Clinger-Cohen Act which requires federal organizations to have robust processes in place that provides a framework for selection, management and control of information technology (IT) investments.
- The 25 Point Implementation Plan to Reform Federal Information Technology Management.
- NETL's 3-year planning cycle designed to identify and implement IT strategic initiatives that support NETL's requirements with a major focus on enabling technologies that facilitate deployment of DOE-wide eGov initiatives.
- Internal NETL directives.

The products and services obtained from this contract will align IT resource expenditures with business goals and objectives and will enable an IT environment which is responsive to organizational requirements. This contract will facilitate access to personnel with the experience and skills to identify, document, and satisfy these requirements in an ever-changing, complex IT environment. This contract will also satisfy the need to augment the core contract personnel with specialized skills as necessary, to ensure the above is accomplished in an efficient, secure, and timely fashion. A comprehensive project management approach will be required to ensure that costs are controlled, schedules are met, return on investment (ROI) is maximized, and business/program objectives are attained.

##### **Scope**

The Contractor shall provide the full range of technical and professional Information Technology (IT) support services to the Department of Energy (DOE) National Energy Technology Laboratory (NETL) which will include operating, maintaining, and supporting the IT infrastructure. The current IT infrastructure is described below in the eleven primary service areas. The IT support is an ever-changing, complex environment and this scope is to provide the broad IT support services necessary to meet these changing needs for the various NETL sites. The Contractor can expect that Subtask Orders will be issued for the core IT services as currently described in the SOW and that Subtask Orders will be issued for other IT services necessary to support the IT solutions for NETL that may not yet be defined (variable work and IT scope supporting changes to the current environment). Variable IT services may arise throughout the performance period and may require the Contractor to obtain additional skill sets to provide the expertise necessary to complete those efforts (e.g. cloud initiative, enhanced wireless support, etc.). This scope is expected to cover all support for the various IT solutions necessary for NETL. Based on the ever-changing complex environment and the necessary changes in programmatic support to meet those needs, the Contractor can expect substantial increase(s) and decrease(s) in the levels of and types of support services issued as Subtask Orders. The Government reserves the right to issue variable work (e.g. items not yet defined or changes to services provided including but not limited to system engineering development, cloud initiative, etc.) through Subtask Orders under this contract or through other IT service provider contracts; whichever is determined to be in the best interest of the Government.

The current support is defined by the following eleven primary service areas:

- Cyber Security
- ITD Governance
- Systems Engineering
- Client Systems Engineering
- Internet and Intranet
- Information Housing and Hosting
- Networks

- Telecommunications
- Meeting Room Support Services
- Helpdesk Services
- Crosscutting Functions

The Contractor shall provide IT management services to support the NETL mission and provide these primary services to all NETL sites.

## **Structure**

NETL structures its IT services into three main components. Each component may consist of any or all of the primary services listed in the Scope section. The three main components of IT services are:

### **1. Core Information Technology Support**

The Core IT Support encompasses all IT operational support for NETL, exclusive of the effort defined in the next two sections. In addition to research conducted onsite, which is further identified in the section entitled Research Information Technology Support, NETL manages Research and Development (R&D) conducted through partnerships, cooperative research and development agreements, financial assistance awards, and contractual arrangements with universities, state and local Governments, and the private sector. Core IT Support provides the means to support this managed R&D effort along with the administrative functions performed by NETL.

### **2. Corporate Human Resource Information System**

DOE's Corporate Human Resource Information System (CHRIS) encompasses the corporate systems that support human resource processing and information for all DOE employees across the Department, and is DOE's official system of record for human resource management. The Contractor shall support the core CHRIS PeopleSoft application & interfaces, the database, and currently the servers and ancillary systems, including IT support for the Disaster Recovery System. The Contractor support shall include ad hoc reports and support to the DOE CHRIS functional leads to resolve end-user technical issues. The CHRIS application is a heavily modified implementation of Oracle Peoplesoft (HRMS). CHRIS support core personnel are to be located at the Morgantown, WV site.

### **3. Research Information Technology Support**

Research Information Technology Support encompasses the information technology support for the NETL in-house research and development program. This type of activity involves the transfer and storage of engineering design data and scientific research measurement data on a separate research network as well as a limited web presence for outside collaborators. This work also includes activities related to Geological Information Systems (GIS).

## **Employee Development and Staffing**

The Contractor shall provide a stable, competent work force to meet the requirements of each Subtask Order. Labor categories for the Contractor's work force are listed in Section J. The Contractor shall ensure that its contract personnel, over the contract life, increasingly know and understand DOE/NETL's organizational structure, its mission, its IT policies, and its software and hardware environments, and adhere to all applicable rules, guidelines, policies, and regulations. The Contractor shall institute procedures to refresh and enhance this knowledge and understanding. Employees shall remain technically current in their fields of expertise.

Nothing in this section mitigates the Contractor's obligation to hire fully qualified and thoroughly trained personnel, nor does it authorize the provision of remedial training at Government expense to overcome training deficiencies possessed by employees when hired. This item does recognize that (1) much of the knowledge required by personnel on this contract comes through performance, (2) during an employee's tenure on this contract, relevant technologies may change, and (3) ongoing training will be essential to prevent the employee's knowledge and skills from becoming obsolete.

The Contractor may request, and the Contracting Officer may approve in writing, training in those instances where the training is outside of the general educational and experience requirements of the personnel directly required for the technical requirements of the Subtask Order. Examples of such approved training areas include, but are not limited to, the following:

- new, specialized knowledge of a previously unanticipated nature,
- expertise in technologies changed or introduced at the Government's request, which must be supported by the Contractor under a Subtask Order.

### **Specialized Expertise**

The Contractor may be required to have access to highly specialized business, management, and technical IT expertise that due to the specificity of the subject tool, technology, or business practice, may require skills, knowledge, or specific technical expertise that the Contractor may not have within its available resources. In these instances, the Contractor may acquire these temporary short-term resources through other means if approved by the Contracting Officer. This contract requires that the Contractor have quick and expedient access to these types of specialized technical and business management consulting capabilities

### **Services Areas**

The following eleven primary service areas represent the current operating environment. IT is an ever-changing, complex environment, requiring the Contractor to adjust support provided to meet the changes implemented in the IT arena. These service areas are listed as the primary service areas but are not considered an all inclusive list of services that the Contractor may need to provide during the period of performance of the contract. Service areas may change during the performance of this contract and those changes will be controlled through the issuance of Subtask Orders further defining the current needs and requirements to fulfill the support for the changing IT environment.

### **Cyber Security**

The Contractor's responsibilities shall include integrating, coordinating, and supporting cyber security activities by: establishing procedures in support of Federal IT security requirements, conducting risk assessments to identify threats/vulnerabilities for existing and planned requirements, supporting Federal mandates, providing cyber security planning/reporting/implementation, maintaining and supporting cyber security infrastructures, performing vulnerability risk assessments, supporting certification and accreditation related to cyber security, supporting in the areas of Identity Credentialing and Management using Public Key Infrastructure (PKI) technologies, and providing training services

Performance under the Cyber Security Operations area shall be in compliance with Federal, Departmental, Under Secretary, and NETL policies and procedures to ensure NETL IT solutions are secure and available to support the business operations regardless of security threats from within and outside the organization. The Cyber Security task will focus on defending the IT environment from cyber threats; detecting compromises, weaknesses and incidents; and responding to those events to prevent further damage. Cyber Security shall include activities related to the secure transmission and storage of electronic information, implementation of cyber security policy and procedures, development and implementation of processes and mechanisms by which sensitive and valuable information and services are protected, providing user awareness training, risk management, and internal and/or external auditing.

These services are provided using electronic security hardware and software tools and mechanisms including, but not limited to, encryption devices, access control, user identification and authentication, role/privilege management, audit trail capture/analysis, and malicious content detections.

### **ITD Governance**

Governance is focused on IT systems and their performance and risk management. All Information Technology Division (ITD) projects are subject to Governance to ensure industry standards and processes for Systems Engineering and IT Project Management are understood, followed and enforced from project concept through final retirement. The Governance framework utilizes all procedures, standards, policies and templates, and adheres to quality, metrics and reporting requirements for project delivery accountability, process improvement and ROI calculations. The Contractor shall manage and maintain a governance framework that includes processes to select, prioritize and monitor strategic business investments (projects).

ITD provides standards, efficiencies, accountability and portfolio oversight to all ITD projects. A project is an endeavor undertaken to develop a unique product, system, technology or service that has a definite beginning and end.

The Contractor shall provide oversight for all ITD project management including significant Operations and Maintenance (O&M) requirements, enhancements, technical improvements, business requirements gathering and documentation, interaction with NETL Business System Owners, and implementation of additional functionality. The ITD Governance effort shall ensure coordination of shared resources across all ITD projects, and centralize configuration management and shall ensure coordination of communication management across projects and provide enterprise-level monitoring of all project timelines and budgets. The Contractor shall provide oversight to ensure quality standards and standard procedures are followed across all ITD projects.

The Contractor shall enforce and follow formal Project Management Institute, Project Management Professional caliber project management principles. The Contractor shall ensure project performance information is visible and available to the Government for value decision making, such as accelerating, delaying or terminating projects to align with strategy and changes to the business environment.

### **Systems Engineering**

The primary focus of the Software Engineering support area is the operation and maintenance of existing applications and the integration of third party developed solutions. However, the Government reserves the right to have additional Software Engineering support provided under this Contract if determined to be in the Government's best interest. Under this support area, the Contractor shall provide system engineering, operations, maintenance and enhancements, and development of new systems for NETL. This should include analysis, design, development, testing, control, security, integration and performance related application development management, and operations and maintenance. The Contractor shall support integration activities associated to the transition to operations and maintenance for new applications that may be developed through an external party.

The application environment consists of a diverse software environment consisting of internally developed applications, commercial off-the-shelf (COTS) applications, and Government off-the-shelf (GOTS) applications. The user community consists of internal (federal and Contractor employees) and external (non-NETL federal, Contractor employees, NETL Stakeholders, NETL research partners, and the general public) users. Provision for NETL application access from within the NETL sites and from offsite is required.

Through the work performed under Systems Engineering, the Contractor shall ensure an integrated environment consisting of standardized equipment and configurations (servers and storage, operating systems, networking, and desktop clients). The system engineering environment shall be developed, maintained and enhanced using standard software engineering principles and shall be consistent with industry, Federal and DOE development, design operations and maintenance methodologies. Software engineering activities shall be accomplished in a manner that provides a consistent, repeatable and secure development environment following a well documented methodology consistent with the Software Engineering Institute (SEI) Capability Maturity Model Integration for Services (CMMI-SVC) level 3 or higher. The practice of hosting or housing applications by a third party, such as another DOE or commercial entity is possible.

System engineering work may include developing Application Program Interfaces (APIs), install and maintain COTS/GOTS and application software as required for various operating systems, databases, and programming language environments. NETL's current inventory of target development tools and environment will be used in the performance of this effort.

The Contractor shall support the integrated information and decision making needs of NETL through a sound enterprise data management environment utilizing application systems reporting, dashboards and other business intelligence tools to support NETL's information and reporting needs as well as any needed information/data exchanges with DOE headquarters and other external entities. The Contractor shall operate and maintain an integrated enterprise portal environment, NETL Operational Data Store, data warehouse and integrated reporting environment with business intelligence capabilities (such as planning, forecasting and trend analysis); provide enhancements at the request of NETL; provide ad hoc reporting support to assist application users on an as-needed basis, providing reports not found natively within the application environment; develop formal data interface specifications and agreements for external DOE and other systems; manage the architecture repositories such as CaseWise, Application Portfolio Management (APM) database, and Technology Database that house the NETL's enterprise architecture related information and; maintain the Technology Portfolio Management (TPM) framework for life-cycle management of key technologies. TPM shall be consistent with the current Federal Enterprise Architecture (FEA) Technology Reference model and integrated with the existing APM methodology.

## **Client Systems Engineering**

The Contractor shall be responsible for supporting the operation of NETL client systems. Responsibilities include providing analytical, technical, administrative, and engineering support for the connection of desktop computers, mini-computers, workstations, wireless devices, tablets, ultra books, handheld computers and other devices into the NETL local, metropolitan, and wide area network(s) within and outside of NETL. Responsibilities also include supporting the design, deployment, configuration, integration, and maintenance of NETL client systems including configuration and deployment of administrative computing software/applications to individual desktops.

## **Internet and Intranet**

The Contractor shall provide all necessary personnel to fully support the publishing and publishing management of NETL's internal Intranet and external sites, excluding the external NETL website: [www.netl.doe.gov](http://www.netl.doe.gov). Responsibilities shall include, but are not limited to, the setup, design, implementation, publishing management and administration of all Internal and External NETL sites, including NETL SharePoint sites. Publishing shall be in accordance with federally approved style templates. Personnel performing this task will be required to gain a working knowledge of the current Intranet, Internet and SharePoint sites, NETL research areas, and NETL's internal and external communication preferences.

## **Information Housing and Hosting**

The Contractor shall be responsible for ensuring the availability of IT services and data. This includes but is not limited to design, development, implementation, maintenance, and monitoring of the Housing and Hosting environment which includes virtual and physical servers in an on-site data center or in a cloud environment, and all peripheral devices. The Contractor shall provide support for coexisting directory services which include Novell Netware and MS Active Directory; provide system restoration, file and database recovery, preventive maintenance, develop and testing of the Disaster Recovery Plan, operate and maintain inbound, outbound and web-based mail services; provide research website administration including content management of published websites and controlling the underlying technical infrastructure, and website user administration and; provide resource utilization and capacity planning support.

## **Networks**

The Contractor shall be responsible for ensuring the availability of the network and the network infrastructure. This includes design, development, implementation, maintenance, and monitoring of the Network infrastructure, which includes but is not limited to, internet protocol coordination, domain name services (DNS), and dynamic host configuration protocol (DHCP); and for network components, automated voice/data (Information Exchange) systems and cable facilities. The Contractor shall also provide resource utilization and capacity planning support.

## **Telecommunications**

The Contractor shall be responsible for the management, design, operation, maintenance and sustaining engineering of NETL's telecommunications services including: voice services (e.g. telephone switches, Private Branch Exchanges (PBXes), voicemail systems), Integrated Services Digital Network (ISDN) video, local and long distance trunks, Centrex lines, commercial Internet services, the DOE corporate network, Wide Area Networks, and other communications services used by NETL. The Contractor will be responsible for managing NETL accounts for telecommunications services provided by DOE HQ, other federal agencies (e.g. GSA) and commercial vendors.

The Contractor shall be responsible for the management of NETL's radio frequency assignments and the design, operation, maintenance and sustaining engineering of NETL's VHF/UHF Radio Systems.

## **Meeting Room Support Services**

The Contractor shall be responsible for the management, design, operation, maintenance and sustaining engineering of NETL's meeting rooms, and conference facilities, including the acquisition of all services and maintenance contracts required to support meeting room and Conference facility operation. The Contractor supported services will include: meeting support, cable/satellite TV services, conference room scheduling, web based collaboration tools (e.g. Webex), multi-point video conferencing, audio conferencing, and desktop/mobile/ room based video conferencing. The Contractor supported systems will include: standard and high definition video conferencing systems, Telepresence systems, flat panel displays, projection systems, and audio/video systems supporting conference facilities seating 30 to 300+ attendees.

**Helpdesk Services**

The Contractor shall operate an on-site helpdesk during standard hours of operation at all sites, with a technically knowledgeable, courteous, and responsive staff. The staff must maintain proficiency in the use and application of the standard desktop suite of tools (e.g. MS Office, Adobe Acrobat, GroupWise, etc.). The role of the Helpdesk will be to address questions concerning software, hardware, and network access used at NETL; log and track requests for resolution of hardware, software, and network access problems; and handle installation, maintenance, and repair/replacement of end user hardware and software.

**Crosscutting Functions**

Crosscutting Functions include support for administrative tasks directly related to IT support. This effort ranges from software license management to administration of the IT Change Control process. Several other types of support are to be provided, including quality control, meeting logistics support, reporting, procurement support, and audit support. All effort performed under the overarching activity will be performed to ensure effectiveness and efficiency of the effort performed under this contract

The Contractor's responsibilities shall include: managing service level agreements; administering IT related service maintenance agreements/licenses; analyzing uncoded balances; facilitating the IT change control processes; providing support to developing and maintaining IT directives; conducting internal audits for compliance with policies; maintaining calibration procedures, plans and baseline configurations; providing support for the wireless / cellular services; developing, implementing and maintaining standard operating procedures; supporting the Enterprise Configuration Control Board and other IT Governance entities; providing user communication support; developing ad hoc reports; and preparing and maintaining operational drawings, architecture drawings, and diagrams for documenting Geographic Information System (GIS) processes and systems.

**J.4 ATTACHMENT B – REPORTING REQUIREMENTS**

NETL F 541.1-5#  
(4/2007) OPI=PS10  
(Previous Editions Obsolete)

**REPORTING REQUIREMENTS CHECKLIST**

**1. AWARDEE:** Alliant Enterprise JV **2. IDENTIFICATION NUMBER:** DE-DT0004246

**REPORT SUBMISSION:** Reports shall be submitted to the electronic addresses and mailing address indicated in the NETL-identified Distribution List provided in the post award debriefing. One hard copy of each report must be submitted to the Contract Specialist (CS) and one to the appointed Contracting Officer's Representative (COR).

**4. PLANNING AND REPORTING REQUIREMENTS**

|   | FORM NO.             | FREQ.     | NO. OF COPIES |  | FORM NO.                  | FREQ. | NO. OF COPIES |
|---|----------------------|-----------|---------------|--|---------------------------|-------|---------------|
| <b>A. GENERAL MANAGEMENT</b>  |                      |           |               | <b>E. TECHNICAL</b> (One paper copy and One pdf electronic file copy)                      |                           |       |               |
| * <input checked="" type="checkbox"/> Management Plan                                       | None                 | O, PY *** | **            | <input type="checkbox"/> Technical Progress Report   | None                      |       |               |
| <input checked="" type="checkbox"/> Status Report   | None                 | M         | **            | Final Report   | None                      |       |               |
| <input checked="" type="checkbox"/> Summary Report  | 1332.2               | M         | **            | <input type="checkbox"/> Draft for Review  | None                      |       |               |
| <input checked="" type="checkbox"/> PEP Documentation Report                                | None                 | E         | **            | <input type="checkbox"/> Final for Approval  | None                      |       |               |
| <input checked="" type="checkbox"/> Quality Assurance Mgmt Plan                             | None                 | O ***     | **            | <input type="checkbox"/> Topical Report  | None                      |       |               |
| <b>B. SCHEDULE/LABOR/COST</b>   |                      |           |               | <b>F. PROPERTY</b>   |                           |       |               |
| * <input type="checkbox"/> Milestone Schedule/Plan  | 1332.3               |           |               | <input checked="" type="checkbox"/> Report of Contractor's Property Management System      | None                      | P     | **            |
| <input checked="" type="checkbox"/> Subcontract Status Report                               | See Text             | Y         | **            | <input checked="" type="checkbox"/> Annual Report of Property in The Custody of Contractor | F580.1-8                  | YP    | **            |
| <input type="checkbox"/> Annual Work Operating Plan   |                      |           |               | <input checked="" type="checkbox"/> High Risk Property Report                              | F580.1-25                 | YP    | **            |
| <input checked="" type="checkbox"/> Cost Management Report                                  | See Text             | MI        | **            | <input checked="" type="checkbox"/> Report of Physical Inventory of Capital Equipment      | None                      | I     | **            |
| <input checked="" type="checkbox"/> Invoice Detail Report                                   | See Text             | MI        | **            | <input checked="" type="checkbox"/> Report of Physical Inventory of Sensitive Items        | None                      | YP    | **            |
| <input checked="" type="checkbox"/> Staffing Report Summary                                 | See Text             | MI        | **            | <input checked="" type="checkbox"/> Report of Termination or or Completion Inventory       | SF-1428; SF-120; F580.1-7 | FC    | **            |
| <input checked="" type="checkbox"/> Organization Chart                                      | See Text             | A         | **            | <b>G. OTHER</b>  |                           |       |               |
| <b>C. EXCEPTION</b>   |                      |           |               | <input type="checkbox"/> Key Personnel Staffing Report                                     | None                      |       |               |
| <input type="checkbox"/> Conference Record  | None                 |           |               | <input type="checkbox"/> Subcontracting Report   | SF-294                    | SS    |               |
| <input checked="" type="checkbox"/> Hot Line Report   | None                 | A         | **            | <input type="checkbox"/> Summary Subcontracting Report                                     | SF-295                    | YS    |               |
| <input type="checkbox"/> Journal Articles/Conference Papers and Proceedings                 | None                 |           |               | <input type="checkbox"/> Software  | None                      |       |               |
| <b>D. ENVIRONMENTAL ES&amp;H</b>  |                      |           |               | <input checked="" type="checkbox"/> EEO Compliance Report                                  | None                      | A     | **            |
| <input type="checkbox"/> Hazardous Substance Plan   | None                 |           |               |  |                           |       |               |
| <input type="checkbox"/> Hazardous Waste Report   | None                 |           |               |  |                           |       |               |
| <input checked="" type="checkbox"/> ES&H Hot Line Report                                    | None                 | A         | **            |  |                           |       |               |
| <input checked="" type="checkbox"/> DOE NETL ES&H Reports (DOE O 231.1, M 231.1-1, O 232.1) | See Orders & Manuals | A         | **            |  |                           |       |               |
| <input checked="" type="checkbox"/> Integrated Safety Management Plan (DOE 450.4)           | See DOE Order        | O***      | **            |  |                           |       |               |

**5. Frequency Codes and Due Dates:**

| Definition  | Calendar days due after event | Definition  | Calendar days due after event |
|---|-------------------------------|---|-------------------------------|
| A – As Required (See attached text for applicability)       | 0                             | O – Once After Award  | 30                            |
| C – Contract Change   | 15                            | Q – Quarterly (End of Calendar Quarter)                     | 30                            |
| FC – Final End of Effort                                    | 0                             | S – Semi-Annual (End of project year and project year half) | 20                            |
| FD – Final Technical – Draft Version                        | -60                           | Y – Yearly (End of project year, see narrative for details) | 30                            |
| M – Monthly   | 15                            | PY – Yearly Plan for following Federal Fiscal Year          | -15                           |
| MI – Monthly prepared and submitted at same time as invoice | 15                            | E – End of Evaluation Period                                | 5                             |

|   |  |
|---|--|
| Property Reports<br>P – Property Management System – Within 6 months of award date<br>YP – Yearly Property – due 10/15 for period ending 9/30<br>I – Physical Inventory of Capital Equipment – Biennial from award start date | Other Web-based reports <a href="http://www.esrs.gov">http://www.esrs.gov</a><br>SS – Subcontracting Report - Semi-annual due 4/30 and 10/30 for period ending 3/31 and 9/30 respectively, submit on-line at <a href="http://www.esrs.gov">http://www.esrs.gov</a><br>YS – Summary Subcontracting Report - Annually, due 10/30 for period ending 9/30, submit on-line at <a href="http://www.esrs.gov">http://www.esrs.gov</a> |
|---|--|

\* The yearly plans, identified as required in Sections 4A and 4B, are due by September 15 for the following Federal Fiscal Year.  
 \*\* Reports are to be distributed electronically to the NETL-identified distribution list. In addition, one hard copy of each report must be submitted to the CS and one to the appointed COR. Report templates are examples, the Contractor may submit the requested information using their own templates provided the same information is provided. If the submission involves a DOE Standard Form, the Contractor may submit the requested information in a format of its own choosing, as long, as the same information is provided. The reports in this checklist apply to the contract in general. The Statement of Work Assignments may require other specific reports and/or deliverables.  
 \*\*\* Plan is to be updated annually or as significant changes are identified.

**6. SPECIAL INSTRUCTIONS:**

The forms identified in the checklist are available are <http://www.netl.doe.gov/business/forms.html>. Alternate formats are acceptable provided the contents remain consistent with the form.

**GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS (MAR 1999)**

The Contractor shall prepare and submit the plans and reports indicated on the "Reporting Requirements Checklist" to the electronic addresses and mailing addresses provided in the NETL-identified Distribution List. The Distribution List will be provided at the post award debriefing with the Contractor. The level of detail the Contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime Contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime Contractors are required to submit to DOE.

**MANAGEMENT PLAN**

The Management Plan describes the Contractor's approach to performing the effort and producing the products identified in the contractual agreement, and the technical, schedule, cost, and financial management control systems to be used to manage performance.

The outline for the Management Plan and a description of the contents follows:

**EXECUTIVE SUMMARY**

The executive summary gives DOE/NETL's management a brief, comprehensive overview of the most important aspects of the management plan.

**Background**

This is a discussion of the background of the project, including the scientific, sociological, legislative, and historical factors, that demonstrates the Contractor's understanding of the problems, both technical and management, associated with the project.

**Scope of the Project**

This section gives a brief overview of the project. It should include:

- general description of project objectives;
- work element titles and short descriptions;
- participants.

**Work Breakdown Structure (WBS)**

The scope and complexity of the contractual agreement influence the number of levels required. Each descending level represents an increasingly detailed definition of the work elements. Level 1 is the goal or objective of the contractual agreement in its entirety. Level 2 consists of the major work products necessary for achieving the goals of the contractual agreement. Level 3 outlines the major element segments (subsystems) necessary for completing Level 2 elements. Work breakdown structure elements are identified by name and number from a progressive, alphanumeric system. For example:

Example:

WBS Level 1: Contract Level Reporting

WBS Level 2: Subtask Level Reporting

WBS Level 3: Work Assignment Level Reporting

WBS Level 4: Activity Level Reporting

WBS ELEMENT X.X: \_\_\_\_\_(TITLE)

**OBJECTIVE:** State the objective of the work element in a concise manner.

**BACKGROUND:** State the background in a concise manner. Include descriptions of any outstanding issues which must be resolved in order to make progress.

**TECHNICAL APPROACH:** Describe in detail the manner in which the various issues will be resolved. The following are aspects of the work which should be considered and addressed (along with others you feel appropriate):

What experiments will be performed and why?

What materials will be used?

What are the experimental conditions?

What analytical techniques will be employed?

What will be the approach to modeling?

In answering these questions, you should consider how the various work elements relate to one another and to other relevant ongoing work. Work outputs which feed into other work elements (and vice-versa) should be clearly delineated.

**DELIVERABLES:** Describe specifically the results of the effort. These should include:

raw and reduced data and method of presentation;

brief description of models to be developed;

other key results as appropriate.

### **Support Systems and Controls**

In this section, the management, technical, and administrative system that will be used to control and execute the project will be described. Examples of the systems include: systems and engineering analysis, quality assurance, environmental, safety and health, legal support, ADP support, and accounting support.

### **STATUS REPORT**

The Status Report presents the Contractor's narrative technical assessment of the work actually performed and the overall status of the various Subtasks. Open items requiring action by either the Contractor or DOE are noted in this report. The report also provides a summary assessment of the current situation, including forecast for the near future and the expected impact on Subtask accomplishment. The report is to include a listing of the major products for each SUBTASK in bullet form and, if applicable, a list of pertinent presentations and publications.

### **SUMMARY REPORT DOE F 1332.2**

The Summary Report provides a concise, top-level synopsis of schedule, labor, and cost performance. Most data are presented graphically. The format permits rapid visual comparison of schedule, labor, and cost data. Three components are presented: a cost status graph, a labor status graph, and a milestone chart. The cost and labor graphs are presented on a cumulative basis. Planned and actual numerical data are presented for the specified period. Labor and cost variances are shown on a monthly and cumulative.

### **PEP DOCUMENTATION REPORT**

The PEP Documentation Report should include all information and reports necessary to evaluate the Contractor's

performance in accordance with the standards identified in the Award Fee Performance Evaluation Plan (PEP), Part III, Section J, Attachment C. The Contractor shall compile such data throughout the evaluation period, and submit a complete PEP Documentation Report within 5 calendar days of the end of the evaluation period, as specified in the PEP.

### **QUALITY ASSURANCE MANAGEMENT PLAN**

Quality Assurance Management Implementation Plan shall be developed and submitted by the Contractor. The plan shall describe how the Contractor will implement QA philosophy, as outlined in DOE O414.1C, Quality Assurance; DOE G 414.1-2, Quality Assurance Management System Guide for Use with 10 CFR Part 830, Subpart A, Quality Assurance Requirements; and NETL O 414.1, Quality Assurance; and NETL Operating Plan 414.1-1, Quality Assurance Plan. The plan shall provide (1) a process and graded approach to the integration of the requirements listed into its everyday work activities; and (2) a discussion on how the execution of the Contractor's plan will successfully and cost-effectively integrate with NETL's own QA program for on-site work to be conducted. This plan shall be reviewed annually, revised as needed, and be approved by the NETL Quality Manager. The DOE quality assurance directives and guidelines can be found at <http://www.directives.doe.gov/>. NETL quality directives are available on the NETL Intranet.

### **SUBCONTRACT SUMMARY REPORTING INSTRUCTIONS (MAY 2009)**

**Amended: (April 2010)**

#### ***PURPOSE***

The Subcontract Report provides detailed data relative to the number of Subcontractors within a designated contract. This report will be used by Federal personnel as an information source document and serves as a basis for fulfilling requests received from Headquarters, DOE and other external federal entities.

#### ***FORM***

An Excel workbook (NETL Subcontractor Report.xls) has been included as a sample template. The following is the suggested format for submission of this report.

#### ***INSTRUCTIONS***

##### **Item    Description**

- 1    Enter inclusive dates of current reporting period.
- 2    Enter the official contract title.
- 3    Enter the official contract number.
- 4    Enter the name and address of each subcontractor. Subcontractors are to be grouped by state.
- 5    Enter ZIP code plus the 4-digit ZIP code extension.
- 6    Enter the subcontractor's business type (i.e. Academia, Industry, National Lab, Non-Profit Organization, State, or Other).
- 7    Enter the subcontractor's business classification (i.e. Small Business, Woman-Owned Small Business, etc).
- 8    Enter the North American Industry Classification System (NAICS) code for the subcontractor listed under Item 4.
- 9    Enter the contract number in combination with Task, Subtask, or Activity numbers (i.e. 0004009.205.01.03), consistent with the contract's Work Breakdown Structure as per the current Management Plan.
- 10    Enter the official title of the Task, Subtask, or Activity entered in Item 9 above.
- 11    Enter the amount of actual costs incurred in the previous fiscal year.
- 12    Enter the amount of actual costs incurred plus the balance of the planned costs for the current fiscal year.

- 13 Enter the amount of planned costs for the following fiscal year, if any.
- 14 Enter the total cost (actual and balance of plan) for the project identified in Item 9 above.
- 15 Enter the date the subcontractor began work on the project.
- 16 Enter the date the subcontractor completed or the anticipated date the work is to be completed by the subcontractor.
- 17 Enter the name (first and last) of the federal Program Manager.
- 18 Enter the program number used to fund the Task/Subtask/Activity identified in Item 9.
- 19 Enter a brief description of the project.
- 20 Enter the type of contract awarded (i.e. Cost Plus Fixed Fee, Firm Fixed Price, Time-and-Material, etc.). A list of common contract types can be found on the “Contract Types” worksheet in the NETL Subcontractor Report Excel workbook.
- 21 Enter “Competitive” or “Non-Competitive” depending on the method used in awarding the subcontract.
- 22 For a “Non-Competitive” entry in Item 21, enter the justification for awarding a non-competitive subcontract.
- 23 Did current team have the required expertise to perform the task prior to the subcontract being awarded? Enter either “YES” or “NO”.
- 24 Enter a subtotal for each state.
- 25 Enter a grand total for all states included on the report.

**Special Instructions:**

This report will be submitted annually as follows:

- For the period ending March 31 the due date is April 30.
- For the period ending September 30 the due date is October 30.

For reporting purposes, each State will be listed and subtotaled separately.

For the purpose of this report, the following definitions apply:

Subcontractor = means any organization or person, other than the prime Contractor (to include first tier subs and/or partners) who entered into a contractual agreement under the prime contract.

DOE = Department of Energy

NAICS = North American Industry Classification System

NETL = National Energy Technology Laboratory

**COST MANAGEMENT REPORT INSTRUCTIONS (MAY 2009)**

***PURPOSE***

The Cost Management Report provides a monthly status of actual and estimated costs, funding, and plan values, as well as a projection of funds expiration, for each reportable element within a designated contract. This report serves as an accounting, budgeting, and project management tool. Federal personnel will use this report to monitor the funding and cost status of the contract, verify the reasonableness of the Contractor’s invoices, formulate budgets and calculate award fee pools.

In accordance with the requirements of the American Recovery and Reinvestment Act of 2009 (Recovery Act) and related Guidance, each Contractor must segregate the obligations and expenditures related to funding under the Recovery Act.

## **FORM**

An Excel file (CMR-Staffing-Invoice Detail.xls) has been included as a sample template. The following is the suggested format for submission of this report.

## **INSTRUCTIONS**

### **Item    Description**

- 1    Enter the official contract title.
- 2    Enter the inclusive start and completion dates for the reporting period.
- 3    Enter the official contract number and, if a modification(s) has occurred, append the latest modification number.
- 4    Enter the name of the Contractor.
- 5    Enter the date of the contract's current cost plan, which serves as a baseline for this report.
- 6    Enter the official start date of the original contract.
- 7    Enter the official completion date as of the latest modification to the contract.
- 8    Enter the Title, Task, Subtask, or Activity Numbers, in numerical order, consistent with the contract's Work Breakdown Structure as per the current Management Plan.
- 9    Enter the current approved plan **revision** for each Element as applicable. Revisions will be tracked by an alpha character added to the end of the Element with "A" designating the first revision.
- 10    Enter the five-digit "**Fund Code**" identified in Field 1 of the Accounting Flex Field (AFF) provided on the funding source document.
- 11    Enter the "**Appropriation Year**" from which the funding is provided. This will be the same as Field 2 of the AFF.
- 12    Enter the six-digit "**Reporting Entity**" identified in Field 4 of the AFF.
- 13    Enter the five-digit "**Object Class Code**" identified in Field 6 of the AFF.
- 14    Enter the seven-digit "**Program Number**" that is used to fund the Element. This number will correspond to Field 7 of the AFF. If more than one Program number is being used, place the pertinent funding information on separate lines.
- 15    If applicable, enter the seven-digit "**Project Number**" identified in Field 8 of the AFF. A unique seven-digit number will be assigned to funds provided under the Recovery Act.
- 16    If applicable, enter the seven-digit "**Work for Others (WFO)**" number identified in Field 9 of the AFF. A WFO number is a unique designation for NETL customer work.
- 17    If applicable, enter the seven-digit "**Local Use**" number. This number will correspond to Field 10 of the AFF.
- 18    Enter the total amount of funds that have been obligated against the Element in the current fiscal year.
- 19    Enter the total cumulative obligations awarded to the contract as of the close of the reporting period.
- 20    Enter the **Approved FY Cost Plan** value as shown on the most recent authorized cost plan. This will be an estimate of the cost of work planned in the current fiscal year distributed by funding source. Only plan values authorized by the CO shall be recorded in this column.
- 21    Enter the total authorized plan value for the entire performance period of the Element, which may span multiple fiscal years.
- 22    Enter the total actual cost invoiced for the reporting period. Cost distribution for each line of funding will be provided as financial technical direction from the Contracting Officer's Representative (COR) or the Task COR.

- 23 Enter the total planned cost for the reporting period as shown in the most recent authorized cost plan.
- 24 Enter the total actual cost invoiced as of the close of the reporting period for the current fiscal year.
- 25 Enter the balance remaining of the planned cost for the current fiscal year as shown in the latest approved fiscal year cost plan (Item 20).
- 26 Enter the total actual cost invoiced for the Element from the inception of the contract to the end of the reporting period.
- 27 Enter the total authorized planned costs for the Element from the inception of the contract to the date of the report.
- 28 Enter the “Open Commitments”, defined as any costs *incurred* by the end of the current reporting period but not yet invoiced to NETL.  
  
This would include subcontractor costs incurred but not yet billed to NETL and any award fee earned but not yet invoiced to NETL. Upon completion of the first award fee period estimates for fee shall be based on the average percentage of historic fee earned, not 100% of available award fee. Special consideration should be made to accurately estimate subcontract costs when the prime has not received invoices but is aware that the work has occurred.
- 29 Enter the total planned costs for the next reporting period a shown in the most recent authorized cost plan.
- 30 Enter the “FY Total Cost” which is defined as the costs that the Contractor expects to incur during the current fiscal year.  
  
A **contract project manager’s estimate** should be used to project the balance of the year and should include those costs that have been incurred but not invoiced to NETL (open commitments as defined in Item 28).
- 31 Enter the date on which the funds available to the Contractor for a specific Element are projected to be fully costed.
- 32 Enter the total of all costs for each column that can be summed. If multiple pages are used, enter the total only on the final page.
- 33 Enter the unit measure for dollar amounts shown (e.g., exact dollars and cents). NETL cost entries are done to the penny. Carry the unit of measure out to decimals (e.g., cents), rounding to two decimal places. Format the cell to round to the dollar so space will be saved. NETL Finance will reformat the appropriate column to two decimals for making cost entries.
- 34 Enter the signature of the responsible Contractor Project Manager and the date signed, verifying the validity of the furnished information based upon the Project Manager’s knowledge of the contract’s current progress and status.
- 35 Enter the signature of the Contractor’s financial representative and the date signed, verifying the validity of the furnished information based upon the financial representative’s knowledge of the contract’s current progress and status.
- 36 Enter notes that relate to a reporting elements’ financial status. Include modifications received after the closing date of the reporting period but before the actual due date of the CMR.

**Special Instructions:**

Any reference to a fiscal year refers to the Federal Government fiscal year, October 1 through September 30 of the following year.

For the purpose of this report, the term “Element” refers to any reportable Task, Subtask, or Activity.

A new line entry must be inserted anytime one of the following components changes:

1. Title/Subtask/Task Number/Activity Number
2. Fund Code

3. Appropriation Year
4. Reporting Entity
5. Object Class Code
6. Program Number
7. Project Number
8. Work for Others Number
9. Local Use Number

Each Element will be subtotaled. If a Sub-element is associated with an Element, the Sub-element will be totaled and reported at both the Sub- and Element level. For example, an Element with two or more subs would show all of the above information for each sub-Element and rolled up to the Element level.

Any and all breakouts of Subtasks/activities must be received as technical direction, in writing, from the Contracting Officer's Representative (COR) or the Task COR.

**INVOICE DETAIL REPORT INSTRUCTIONS (MAY 2009)**

***PURPOSE***

The Invoice Detail Report provides a monthly status of actual and planned FTE hours worked for each task and a headcount within a designated contract. This report will be used by Federal personnel as an information source and as a project management tool. This report will also serve as the base for the staffing report and will also serve as supporting documentation for the "Public Voucher for Purchases and Services Other Than Personal" (SF 1034). Task/Subtask managers will review the data as part of the invoice approval process.

***INSTRUCTIONS***

**Item    Description**

- 1     Enter Contractor's name and address.
- 2     Enter the contract identification (CID) number.
- 3     Enter the Task/Subtask/Activity number and title.
- 4     Enter the name and address of the organization for which the services have been provided and is responsible for the payment of the invoice.
- 5     Enter a sequential invoice number as designated by the Contractor.
- 6     Enter the date the invoice was issued.
- 7     Enter the inclusive start and completion dates for the invoice period.
- 8     Enter the employee's name.
- 9     Enter the labor category title and Exempt (E) or Nonexempt (NE).
- 10    Enter the employee status [full time (FT), part time (PT)].
- 11    Enter the employer name (prime Contractor, subcontractor).
- 12    Enter the employee's current labor rate.
- 13    Enter the actual hours worked in the reporting period by the employee. The available hours may vary by month depending on weekends, holidays, number of days in month, etc.
- 14    Enter the total labor cost per employee for the period.
- 15    Enter full time equivalent (FTE) actual time worked.

- 16 Enter the FTE labor by site.
- Off-site – any location that is not on one of NETL’s sites as defined in “on-site” below.  
 On-site – Federally-owned or leased property within the defined boundaries of the sites including Pittsburgh, PA; Morgantown, WV (including, in the case of Morgantown, NETL-leased space in the Research Ridge complex immediately adjacent to the boundary); Houston, TX; Fairbanks, AK; Albany, OR; and any future sites.
- 17 Enter the cumulative hours worked to date per employee.
- 18 Enter the previous months costs (can be done by copying the values from “Cumulative Current Cost,” column N on the spreadsheet). This column will be used to calculate the cumulative current cost column.
- 19 The cumulative current cost is the total cost from previous periods plus the cost for the current period.
- 20 Enter the total items of 13 through 19 described above.
- 21 Enter the planned/actual labor hours for the current period.
- 22 Enter the planned/actual labor hours for the cumulative period.
- 23 Other direct costs (ODCs) include those cost other than labor, which are directly related and charged to the Task/Subtask/Activity.
- 24 Enter a very brief description of the other direct costs.
- 25 Enter the second-tier subcontractor/consultants cost for the period and cumulative to date.
- 26 Enter materials and or supply costs for the period and cumulative to date.
- 27 Enter the travel costs for the period and cumulative to date.
- 28 Enter the training cost for the period and cumulative to date.
- 29 Enter the total of all ODCs
- 30 Enter the General & Administrative (G&A) rate and amount.
- 31 If applicable, enter any award fee being invoiced for the reporting period and cumulative to date amount.
- 32 Enter the total cost being invoiced. This will include Direct Labor, ODCs, G&A and fees.
- 33 Enter the labors costs that were charged to each Program/Project/WFO/Local Use combination funding the Task/Subtask/Activity. Enter the total FTEs by Program/Project/WFO/Local Use combination for each NETL site. This information is derived by applying the same funding distribution as established on the Cost Management Report (CMR) by using the “total actual cost incurred for the reporting period” – Item 22 on the CMR.

**Special Instructions:**

In accordance with the requirements of the American Recovery and Reinvestment Act of 2009 (Recovery Act) and related Guidance, each Contractor must segregate the obligations and expenditures related to funding under the Recovery Act.

**STAFFING REPORT SUMMARY INSTRUCTIONS (MAY 2009)**

***PURPOSE***

The Staffing Report Summary is to provide NETL management with data relative to the number of Contractor FTEs (full time equivalents) charged to each funding source within a contract. NETL uses this information in budgeting

and planning exercises. In addition, many information requests are received from Headquarters dealing with the location of Contractor employees. This report may be set up so that the detail from the Invoice/Staffing Report will be automatically entered requiring little manual input.

### ***INSTRUCTIONS***

#### **Item    Description**

- 1    Enter Contractor name and address.
- 2    Enter contract number.
- 3    Enter DOE address.
- 4    Enter inclusive dates of current reporting period.
- 5    Enter contract title.
- 6    FTEs charged to Program Numbers key to NETL's Institutional Budget will be tracked separately. These Program Numbers will be predetermined on the format given to the Contractor. If changes occur, the Contractor will be notified by E-mail with a new format. Enter the number of FTEs charged against the designated Program Numbers.
- 7    Enter FTEs charged to other institutional Program Numbers that are not key to the budget.
- 8    Enter the collective total of all FTEs charged to the remaining Program Numbers that are not reported in the Institutional Budget.
- 9    Enter the total number of FTEs for each row.
- 10   Enter the FTE labor by site.  
  
Off-site – any location that is not on one of NETL's sites as defined in "on-site" below.  
  
On-site – Federally-owned or leased property within the defined boundaries of the sites at Pittsburgh, PA (PGH); Morgantown, WV (MGN); Houston, TX (HOU); Albany, OR (ALB); and Fairbanks, AK (AK); including, in the case of Morgantown, NETL-leased space in the Research Ridge complex immediately adjacent to the boundary.
- 11   Enter the total number of FTEs for each column.
- 12   Enter the headcount of employees working at on and off-site locations as defined in item 10 above.

### **CONTRACT ORGANIZATION CHART INSTRUCTIONS (DEC 2008)**

#### ***BACKGROUND***

The staffing report summary is to provide NETL management with data relative to the number of Contractor FTE's charged to each funding source within a contract. NETL uses this information in budgeting and planning exercises.

The contract organization chart provides a detailed breakdown of the Contractor FTE's for the NETL functional areas they are supporting. This report will be used by Federal personnel as an information source and as a project management tool.

### ***INSTRUCTIONS***

#### **Item    Description**

- 1    Enter the submission date of the report.
- 2    Enter source document used for obtaining the data (i.e. April 2008 Invoice/Staffing Data).
- 3    Enter the name of the individual authorized to submit the report.

- 4 Enter the contract number (i.e. DE-NT0005432).
- 5 Enter the current NETL organizational code. SSC organization data must match the current NETL Organizational Chart (by division, etc.). Use current NETL codes 120, 300, 311, etc. assigned to each NETL unit. A NETL codes tab with current information is included with the Excel template.
- 6 Enter the current NETL organization title. A worksheet tab with current information has been included in the template. Copy the formula down the column and the title should automatically be entered.
- 7 Enter Labor category examples: Scientist 4, Secretary 1, etc.
- 8 Enter the employee's name – use full last name.
- 9 Enter the first initial of the employee. For employees with identical last names and first initial, use the second letter of the first name. If an employee has multiple Contractor roles, use the first two initials for the first name. Do NOT use all capitals.  
Examples: Doe, J.  
Doe, Ja.
- 10 Enter the major contract (i.e. RES, ITOMS, etc).
- 11 Enter the assigned company code. Select the company key tab on the template. This list should be updated as required using the following format.  
The company numbering code will consist of three (3) alpha characters and up to two (2) numerals.
- 12 Enter the FTE allocation. FTE percentage charged to the specific NETL division. Use two (2) decimal places. Employee should only be listed once for each NETL division.
- 13 Enter the FYXX Fully Loaded Labor rate estimated cost projected on the FYXX work (cost) plans. This is to be prorate according to data in FTE Allocation column.  
NOTE: fully loaded labor rate cost is defined as the base hourly rate plus fringe benefits.
- 14 Enter the work location using the following alpha codes:  
A = Albany, OR  
AK = Alaska  
M = Morgantown, WV  
P = Pittsburgh, PA  
R = Research Ridge  
H = Houston, TX  
O = Offsite (Example: Denver, CO, Oak Ridge, TN, Washington, DC, etc.)
- 15 No input by the Contractor is required for these columns. A formula has been provided to populate the columns based on the location code entered in the "Location" column. The only action required is to copy the formula provided down the columns for each additional row of information.
- 16 Enter additional comments as needed.
- 17 No input required. A formula has been entered to total the FTE's for each individual location column (i.e., Albany, Alaska, Pittsburgh, etc.). In addition, a grand total of locations

#### ***SUPPLEMENTAL INSTRUCTIONS***

- This report shall be submitted semiannually as follows:
  - **For the period ending October 31 the due date is last working day of November. The data for this report will be obtained from the October invoice.**
  - **For the period ending April 30 the last working day of May. The data for this report will be obtained from the April invoice.**
- Verify data:
  - Is information valid?
  - Eliminate positions that are duplicates.
  - Employee has not been separated or on extended leave.
  - Check spelling.
- Check that the formula is valid especially if it was necessary to insert addition rows.
- List all direct labor FTE's. Enter number of FTE's charged against a specific NETL number. If the FTE is split between NETL divisions, a separately entry will be made for each division. Be sure the employee's time totals to the correct FTE allocation.
- DO list vacancies.
- DO submit data for an employee on extended leave.

***AVOID***

- Avoid duplicates
- An employee should only be listed once per NETL Code #.
- An employee cannot be more than 1 FTE

**HOT LINE REPORT (MAR 2002)**

The "Hot Line" Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report shall be submitted by the most rapid means available, usually electronic, and should confirm telephone conversations with DOE representatives. Identification as a "Hot Line Report" serves notice at each link in the delivery chain that expedition in handling is required. Unless otherwise agreed by the parties involved, DOE is expected to take action and respond in a similarly timely manner. The report should include:

1. Contractor's name and address;
2. Contract title and number;
3. Date;
4. Brief statement of problem or event;
5. Anticipated impacts; and
6. Corrective action taken or recommended.

Hot line reports shall document the incidents listed below:

1. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
2. Any significant environmental permit violation is to be reported as soon as possible, but within 24 hours of the discovery of the incident.
3. Other incidents that have the potential for high visibility in the media are to be reported as quickly as possible, but within 24 hours following discovery.
4. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but within 24 hours of the discovery of the failure.
5. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
6. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release which is in violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported, but within 24 hours of the discovery of the accident.
8. Any incident which causes a significant process or hazard control system failure, or is indicative of one which may lead to any of the above defined incidents, is to be reported as soon as possible, but within 5 days of discovery.

The requirement to submit Hot Line Reports for the incidents identified in 1, 2, 3, 6, or 7 is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public.

When an incident is reported in accordance with 4, 5, 6, 7, or 8, the Contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first; if possible, and coordinated with NETL's Office of Public Affairs, the Contracting Officer Representative (COR) and the Contracting Officer.

### **ES&H HOT LINE REPORT**

- A. The "ES&H Hot Line Report" is to be used to report an ES&H violation. The report must be submitted by the most rapid means available, usually electronic, and is to confirm telephone conversations with the DOE Representatives. Identification as an "ES&H Hot Line Report" serves notice at each link in the delivery chain that "speed in handling" is required. The report must include:
1. Contractor's name and address
  2. Contract title and number
  3. Date
  4. Brief statement of problem or event
  5. Anticipated impacts
  6. Corrective action taken or recommended
- B. ES&H Hot Line Reports are to be used to document incidents such as those listed below:
1. Any non-compliance with the provisions of Section H- ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS is to be reported within 3 calendar days unless specified otherwise below.
  2. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
  3. Any significant environmental permit violation is to be reported as soon as possible, but no later than 24 hours following the discovery of the incident.
  4. Other ES&H incidents that have the potential for visibility in the media are to be reported as quickly as possible, but no later than 24 hours following the discovery of the incident.
  5. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but no later than 24 hours following the discovery of the failure.
  6. Any verbal or written Notice of Violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
  7. Any accidental spill or release that is in violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
  8. Any incident that causes a significant process- or hazard-control-system failure, or is indicative of one that may lead to any of the above-defined incidents, is to be reported as soon as possible, and must be reported within 5 calendar days of discovery.
  9. When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first, if possible, by NETL's Public Relations Officer and coordinated with the COR.

### **DOE/NETL ES&H REPORTS (DOE O 231.1, M 231.1-1, O 232.1)**

- A. The Contractor shall provide information and reports to NETL in support of DOE's reporting requirements contained in DOE O 231.1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING, DOE M 231.1-1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING

MANUAL, and DOE O 231.1, OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION. Content, form, schedule, and applications are provided in the DOE Orders.

- B. Data, information, or reports include, but are not limited to, the following areas (if applicable):
1. Work-related fatalities, injuries, and illnesses among Contractor employees arising out of work performed primarily at DOE-owned or –leased facilities
  2. Work-hours and vehicle usage
  3. Estimated property valuation
  4. Interim exposure data reporting
  5. Annual exposure data reporting
  6. Radiological exposure to individuals
  7. Annual summary of fire damage
  8. Epidemiologic analyses-excess injuries and illnesses
  9. Occupational, safety, and health information in support of epidemiological studies conducted by external organizations
  10. Quarterly DOE and NETL ES&H performance indicator data
  11. Annual site environmental reports
  12. Annual tabulation of ES&H and quality-related assessments conducted.
- C. As needed, information reports associated with the notification, recording and reporting requirements for accidents and/or incidents shall be prepared in accordance with 29 CFR 1904 and 1910. The Contracting Officer or his/her representative shall be provided with copies of all OSHA-required documentation within 10 calendar days of the associated accident and/or incident.
- D. On a quarterly basis, the Contractor shall report on the following NETL environment, safety, and health indicators (if applicable):
1. Recordable Injury/Illness Rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked).
  2. Lost Workday Case Rate (total number of OSHA-defined lost workday cases/total hours worked)
  3. OSHA Cost Index (estimated cost of workplace-related injuries and illnesses)
  4. Hazardous Waste Generated (total cubic feet of hazardous waste shipped)
  5. Metrics and reporting information cited in the Contractor Integrated Safety Management (ISM) Plan

#### **INTEGRATED SAFETY MANAGEMENT PLAN**

An Integrated Safety Management (ISM) Implementation Plan shall be developed and submitted by the Contractor. The plan shall describe how the Offeror will implement ISM philosophy, as outlined in DOE P 450.4, Safety Management Policy, and Integrated Safety Management System Guide, DOE G 450.4-1, Volumes 1 and 2, into the planning, budgeting, executive, and assessment of work activities. The plan shall provide (1) a process approach to the integration of ISM's five steps (i.e., defining the scope of work, analyzing the hazards, developing and

implementing controls, performing work safely, and ensuring performance) into its everyday work activities; (2) a specific management approach to demonstrate ISM's seven guiding principles (i.e., workforce responsibility and accountability; clear roles, responsibilities and authorities; competence commensurate with responsibilities; balance priorities; identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization); and (3) a discussion on how the execution of the Offeror's plan will successfully and cost-effectively integrate with NETL's own ISM and ES&H programs for on-site work to be conducted. An annual updated is also required.

### **PROPERTY REPORTS**

The NETL Property Handbook entitled "Management of Government Property in the Possession of Contractors," contains forms, instructions, and suggested formats for submission of property reports. This handbook can be found at <http://www.netl.doe.gov/business/property/980576e.pdf>.

### **REPORT OF CONTRACTOR'S PROPERTY MANAGEMENT SYSTEM**

This report shall consist of the Contractor's comprehensive written property management system and is due within 6 months of the contract award date. It shall address the Contractor's written system for controlling, protecting, preserving and maintaining all Government property. The report format shall be consistent with Contractor's system and shall as a minimum enable comprehensive evaluation by the Government. (If not provided in your local format, see sample in the NETL Property Handbook).

### **ANNUAL REPORT OF PROPERTY IN THE CUSTODY OF CONTRACTORS (NETL F 580.1-8)**

This report includes ALL Government-owned Contractor-acquired and Government-furnished property and materials for which the Contractor is accountable to the Government. This report shall also include Government Property at subcontractor's plants and alternate locations. This report is submitted on NETL F 580.1-8 for the period ending September 30 and is due by October 15.

### **HIGH RISK PROPERTY REPORT (NETL F 580.1-25)**

Some property, because of its peculiar nature, its potential impact on public health and safety, on the environment, on security interests, or on proliferation concerns, must be handled, controlled, cleared and disposed of in other than the standard manner. High-risk property includes property which is: 1) nuclear-related; 2) proliferation-sensitive or export controlled; 3) chemically, biologically, or radiologically contaminated; 4) national security/military interests; and 5) hazardous materials and wastes. Further definitions of high-risk property can be found at <http://energy.gov/management/fi-documents-and-publications>. This report is required by the DOE for the control (acquisition, management and disposal) of high risk property to ensure that such disposition does not adversely affect public safety and/or the environment, national security, or nuclear nonproliferation objectives of the United States. This report shall be submitted for the period ending September 30 and is due by October 15 of each year.

### **REPORT OF PHYSICAL INVENTORY OF CAPITAL EQUIPMENT**

Capital equipment is any piece of personal property, equipment, or furniture with a useful service life of 2 years or more and is acquired at a unit cost of \$50,000 or more. The suggested format for this report can be found in the NETL Property Handbook at <http://www.netl.doe.gov/business/property/980576e.pdf>. This report is due 2 years from award date and every 2 years thereafter.

### **REPORT OF PHYSICAL INVENTORY OF SENSITIVE ITEMS**

Sensitive items are identified as small calculators, tape recorders, radios, photographic and projection equipment, typewriters and other office machines, firearms, survey instruments, binoculars, power tools, personal computers, printers, external modems, or other equipment, which because of its general use characteristics and ease of transport are particularly susceptible to misappropriation or theft. These items will usually have an acquisition cost of less than \$50,000. The suggested format for this report can be found in the NETL Property Handbook at <http://www.netl.doe.gov/business/property/980576e.pdf>. This report shall be submitted for the period ending September 30 and is due by October 15 of each year.

**REPORT OF TERMINATION OR COMPLETION INVENTORY (SF-1428 AND SF-120)**

This report submitted on the SF-1428 and SF-120 is due immediately upon completion or termination of the contract. The Contractor is required to perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the contract.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORT**

The Contractor's demonstrated compliance with the rules, regulations and policies of the EEO laws, DOE EEO directives (DOE 311.1B) NETL EEO directions (orders, operating plans, and procedures) and other requirements pursuant to the Energy Policy Act of 2005, Public Law 109-58, enacted August 8, 2008.

The compliance report shall address the following areas:

1. Provide information and data analysis on Contractor workplace by EEO categories (Blacks, Hispanics, Women, etc.) versus the Civilian Labor Force Index (CLF) for each category.
2. The number of EEO complaints file during the year. The required data should include information on the basis for the complaint and complaint disposition. The basis should include complaints with specific categories such as age, religion, color, natural origin, sexual orientation, race, gender, etc.
3. Provide information on disciplinary actions and their disposition. Disciplinary actions should be grouped into three categories: (1) verbal/written actions; (2) suspensions; and (3) terminations. All data should be grouped by race and gender.
4. Summary of outreach efforts to attract women and minorities for employment and the result of such efforts.
5. Description of programs or efforts to retain women and minorities in their workplace.

Description and number of hours of EEO/Diversity training provided to employees.

***SUPPLEMENTAL INSTRUCTIONS***

- **This report shall be submitted annually as follows:**
  - **For the period ending September 30 the due date is last working day of October. The data for this report will be obtained from the September invoice.**

**J.5 ATTACHMENT B-1 – COST MANAGEMENT/INVOICE DETAIL/SUMMARY STAFFING REPORT FORMS**

The Cost Management/Invoice Detail/Summary Staffing Report Forms are provided as a separate attachment entitled “DE-DT0004246-CMR-Invoice-Staffing.xls”.

**J.6 ATTACHMENT B-2 – CONTRACT ORGANIZATION CHART**

The Contract Organization Chart Forms are provided as a separate attachment entitled “**DE-DT0004246-Org-Chart.xls**”.

**J.7 ATTACHMENT B-3 – SUBCONTRACT STATUS REPORT**

A sample template for the Subcontract Status Report Contract is provided as a separate attachment entitled “**DE-DT0004246-Subcontract Status Report.xls**”.

## **J.8 ATTACHMENT C - PERFORMANCE EVALUATION PLAN**

### **Part I. INTRODUCTION**

- A. This PEP covers the administration for the award fee provisions of this contract for the National Energy Technology Laboratory (NETL) and provides the standardization necessary to ensure effective development, administration, and coordination of the evaluation process. It is intended as a means to:
1. Document how performance during a specific award fee period will be evaluated and fee determined.
  2. Assure that the Contractor's performance is objectively evaluated in a fair and consistent manner.
  3. Afford the Contractor an opportunity to earn fee commensurate with performance expended against performance expectations and standards.
- B. The following matters, among others, are covered in the contract:
1. The Contractor is required to provide services as identified in the Statement of Work located in Section J, Attachment A-2, of the contract (Master Task Order).
  2. Cost-Plus-Award-Fee Subtask Orders will be issued to provide an incentive and to encourage and reward the Contractor for increasing efficiency in the performance of the contract.
  3. The term of the contract shall not exceed 60 months from its effective date including all option years.
  4. The estimated cost of performing this contract, including all option years, is described in Section B of the contract.
  5. The award fee pool is detailed in Section B of the contract.
  6. The estimated cost and award fee pool are subject to equitable adjustments as a result of changes in the scope of the contract and in accordance with the special contract requirements in Section H of the contract.
  7. The award fee earned and payable will be determined unilaterally at the sole discretion of the Government by the Fee Determination Official (FDO) in accordance with the terms of this contract.
  8. The Government may unilaterally make changes to this plan provided the Contractor receives notice of the change at least 15 calendar days prior to the beginning of the evaluation period to which the changes apply.
  9. Fee evaluation periods will be in accordance with contract clause B.8, Distribution of Performance Award Fee.

### **Part II. ORGANIZATIONAL STRUCTURE FOR AWARD FEE ADMINISTRATION**

- A. The following organizational structure is established for administering the award fee provisions of the contract. This structure is subject to change at the discretion of the Government.
1. Fee Determination Official (FDO)
    - a. The FDO is the Director of the National Energy Technology Laboratory (NETL) who is the Head of the Contracting Activity (HCA). The HCA may delegate the FDO assignment/responsibilities to a senior NETL management official. The Government may change assignment of the FDO without advance notice to the Contractor.
    - b. The primary responsibilities of the FDO include the following:
      - (1) The FDO will determine the amount of award fee earned during each period. The amount determined will not result solely from mathematical summing, averaging, or the application of a formula. The FDO's determination of the amount of the award fee earned and the basis for this determination will be stated in the Award Fee Determination letter to the Contracting Officer.
      - (2) The FDO authorizes changes to this plan.

#### Performance Evaluation Board (PEB)

- a. PEB Chair and Membership: The PEB Chair will be the Deputy Office Director for the Office of Institutional and Business Operations or his designee. The PEB membership will consist of the Contracting Officer, Contracting Officer's Representative (COR), Site Support Contract Coordinator, and one representative from each of the primary using organizations of this contract. The Government may change the chairman and membership without advance notice to the Contractor. PEB members are responsible for reviewing all data submitted by the Performance Raters (PRs) and providing a quality assurance review of the entire award fee

package prior to submittal to the FDO.

- b. Performance Raters: The PRs will be the Task and Subtask CORs. They will be responsible for evaluating and assessing the Contractor's activities throughout the evaluation period and documenting the results at the end of the period. The PRs will be responsible for gathering information and objective evidence in order to evaluate the management effectiveness of the Contractor, and recommending a management effectiveness score to the PEB. They will coordinate with the necessary personnel to develop the performance scores and supporting documentation. The PRs will discuss and review progress with the Contractor throughout the evaluation period. The Government may change the PRs without advance notice to the Contractor.

**Part III. EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

**A. Rating Plan**

- 1. The Contractor's performance shall be evaluated and rated according to this PEP. Supporting documents are attached:
  - a. Exhibit E-1, Performance Areas, Evaluation Criteria, and Scoring
  - b. Exhibit E-2, Performance Measures and Levels of Performance for Performance Area 1, Task Performance
  - c. Exhibit E-3, Award Fee Conversion Chart
- 2. Exhibit E-3 is a basis for translating the task performance scores to an award fee percentage for arriving at a recommendation for the FDO's consideration regarding the amount of award fee earned. In no way does this impute mathematical precision or a requirement that the FDO accept this recommendation as a determination of the amount of award fee earned for the Contractor's performance during a rating period.

**B. Award Fee Determination Process**

- 1. Presented below are process steps that will be followed to evaluate and determine the award fee due the Contractor, based on performance:
  - a. No later than 35 calendar days after the end of the evaluation period, the PEB Chair and COR will present the draft evaluation findings to the Contractor.
  - b. The Contractor will be given an opportunity to submit comments to the PEB on the draft evaluation findings within 5 calendar days of receipt.
  - c. The FDO provides written notification of the final fee determination to the PEB Chair, Contracting Officer, and COR.
  - d. The CO provides the final fee determination to the Contractor.
  - e. The Contractor prepares a separate (*i.e., apart from the regular monthly invoice*) voucher(s) based on the FDO's fee notice and submits this invoice to the Government for payment of its award fee.

**EXHIBIT E-1. PERFORMANCE AREAS, EVALUATION CRITERIA, AND SCORING**

| Performance Area | General Evaluation Criteria | Performance Area Weight |
|------------------|-----------------------------|-------------------------|
| 1                | Task Performance            | 70%                     |
| 2                | Management Effectiveness    | 30%                     |
|                  | <b>TOTAL</b>                | <b>100%</b>             |

**1. PERFORMANCE AREA 1: TASK PERFORMANCE (70%)**

**Objective**

The objective of Performance Area 1, Task Performance, is to validate the Contractor's performance of the tasks outlined in the task statements of work. Each task of the contract will be assessed individually based on the following performance measures: (1) quality of work products, (2) quality of work processes, (3) schedule, and (4) cost control. A description of these measures can be found in Exhibit E.2.

**Performance Measures and Expectations**

Each task will have specific performance expectations that fall under one of the four performance measures listed in the paragraph above. These expectations, along with specific levels of performance, will be documented in the task statements of work. Tasks may have multiple performance expectations under one or more of the measures, or no expectations under one or more of the measures. The only requirement is that all tasks will have a cost control expectation. Each performance expectation will be assigned a weight to communicate its level of importance. The weights for each task will sum to 100%. An example of the distribution of weights is shown in the following table.

| <b>Task 1 Performance Expectations</b> | <b>Weight</b> |
|--|---------------|
| Quality of Work Products Expectation   | 40%           |
| Quality of Work Process Expectation    | 30%           |
| Schedule Expectation                   | 20%           |
| Cost Control Expectation               | 10%           |
| <b>TOTAL</b>                           | <b>100%</b>   |

The Contractor will be evaluated on objective evidence demonstrating performance for each of the task performance expectations. During each evaluation period, the performance expectations will be scored based on the evidence received. The allowable scores, with a general description of the associated level of performance, are contained in Exhibit E.2. Specific levels of performance for each performance expectation are located in the task statements of work.

**Generation of Task Performance Score**

Scores will be assigned to each performance expectation based on the level of performance prescribed in the task statements of work. A single score for Performance Area 1 will be generated for each task using the following calculations:

- (1) Performance expectation weight \* score = weighted score
- (2) Add all weighted scores

An example is shown in the following table.

| <b>Task 1 Performance Expectations</b> | <b>Weight</b> | <b>* Score</b> | <b>= Weighted Score</b> |
|--|---------------|----------------|-------------------------|
| Quality of Work Products Expectation   | 40%           | 4.0            | 1.600                   |
| Quality of Work Process Expectation    | 30%           | 3.5            | 1.050                   |
| Schedule Expectation                   | 20%           | 3.5            | .700                    |
| Cost Control Expectation               | 10%           | 3.0            | .300                    |
| <b>TOTAL</b>                           | <b>100%</b>   |                | <b>3.650</b>            |

The total weighted score for each task will be used to calculate a total task score as discussed in the Determining Award Fee Earned section.

**2. PERFORMANCE AREA 2: MANAGEMENT EFFECTIVENESS (30%)**

**Objective**

The objective of Performance Area 2, Management Effectiveness, is to validate the Contractor’s performance of the specific management functions identified in the following evaluation factors. These functions are essential to effectively and efficiently manage the contract.

### **Performance Evaluation Factors**

The Management Effectiveness performance area will be evaluated by the PEB Chair or appointee. Input will be provided to the PEB Chair or appointee by the Contract COR and CO. The evaluation will be based on the Contractor's demonstrated ability to manage the following evaluation factors:

1. **PROBLEM RESOLUTION.** Proactively identifies potential problems and promptly corrects or eliminates undesirable conditions. When reacting to a problem identified outside the contract, the issue is addressed quickly and responses are well thought out. Resolutions are shared with the appropriate individuals in a timely manner. This factor includes the evaluation of alternative methods, processes, or procedures to accomplish overall requirements within the planned schedule and budget.
2. **COORDINATION/COMMUNICATION.** Effectively coordinates on-site and off-site support of the contract work tasks, including principal subcontractors and vendors. Effectively communicates with other site support Contractors, DOE employees and management, and union officials to promote successful completion of work tasks. This factor includes coordination and cooperation with third party NETL support Contractors who do not have a contractual relationship with the Contractor.
3. **QUALITY MANAGEMENT.** Effectively develops, adheres to and updates the Quality Control Plan in such a manner as to ensure all deliverables provided under the contract are accurate, complete and free of errors.
4. **INNOVATION AND VALUE ENGINEERING.** Uses innovation to recommend actions or plans for DOE approval which substantially increase the value of support services through cost reduction/efficiencies and/or improvement of results. Value engineering techniques and principles are used to ensure the best economical engineering solutions are achieved.
5. **FINANCIAL AND MANAGEMENT REPORTING.** Provides accurate and timely cost data, contractual reports, invoices, plans, and proposals per the contract's terms and conditions.
6. **PROJECT MANAGEMENT.** Plans, organizes, and manages resources to bring about the successful completion of Government-approved project goals and objectives. Demonstrates the ability to manage multiple concurrent projects. Reports the impacts of a project change on all other active and planned projects. There are no changes or deviations to approved project plans without COR approval.
7. **CONTRACT ADMINISTRATION.** Complies with the contract's terms and conditions affecting the contract (e.g., cost, EEO, issuance of limitation-of-cost letters on a task basis). Submits accurate and timely required reports (e.g., cost management report, staffing report, proposal submissions, subcontract consent documentation, property reports). Responsive to requests for change proposals and project plans. Submits timely, complete proposals and is cooperative in negotiating changes.
8. **COST EFFECTIVENESS.** Develops and implements practices and processes resulting in cost efficiencies.
9. **MANPOWER MANAGEMENT.** Manages direct and indirect labor and other costs as identified in the authorized plans to successfully complete work tasks. The demonstrated ability to manage the Contractor labor pool such that the proper skill mix is available to identify and address requirements; the labor pool is fully occupied and engaged; and labor and other direct costs are managed as identified in the tasks' authorized plans.
10. **ES&H.** The Contractor's ability to:
  - a. Comply with contractually-identified Federal, State, and local ES&H requirements and NETL's ES&H directives.
  - b. Develop, implement, and maintain an Integrated Safety Management (ISM) plan.
  - c. Apply ISM's seven principles and five functions in the planning, budgeting, execution, and improvement of its management and work activities.
  - d. Support NETL's ES&H objective and targets.
  - e. Support NETL's ISO 14001 and OHSAS 18001 certifications.
11. **RISK MANAGEMENT.** The demonstrated ability to ensure risk is managed such that services provided, managed, and supported are reliable, their availability is maximized, and their performance is optimized.

### **Generation of Management Effectiveness Performance Score**

A performance score will be assigned based on the breadth and depth of the objective evidence obtained. This score will represent performance at the contract level, related to all evaluation factors described above. The following table addresses the performance expectation and the level of performance needed to achieve each score.

| Performance Expectation      | Level of Performance and Score  |                         |
|------------------------------|---|-------------------------|
|                              | Outstanding demonstration, through objective evidence, of the management effectiveness performance evaluation factors | Excellent demonstration |
| Very Good demonstration      |   | 3.5                     |
| Good demonstration           |   | 3.0                     |
| Satisfactory demonstration   |   | 2.5                     |
| Unsatisfactory demonstration |   | 0                       |

The performance score will be used to calculate a total task score as discussed in the Determining Award Fee Earned section.

### 3. DETERMINING AWARD FEE EARNED

Each task will have an individually-assigned score for Performance Area 1. The contract-level scores assigned for Performance Area 2 will be applied to each task for a total of two scores for each task.

These two scores will be weighted according to the weight distributions identified in this document, that is, Performance Area 1: 70%; and Performance Area 2: 30%. The two weighted scores added together results in a total task performance score. The calculation steps are as follows. Example scores are used in the table to provide clarity.

- (1) Performance area score \* performance area weight = weighted task score
- (2) Add all weighted task scores

| Performance Area                             | Assigned Score | Performance Area Weight | Weighted Task Score |
|--|----------------|-------------------------|---------------------|
| Performance Area 1, Task Performance         | 3.65           | 70%                     | 2.55                |
| Performance Area 2, Management Effectiveness | 3.00           | 30%                     | 0.90                |
| <b>TASK 1 TOTAL PERFORMANCE SCORE</b>        |                |                         | <b>3.45</b>         |

Each task's total performance score will be rounded down to the nearest tenth. This rounded-down score will be applied to the Award Fee Conversion Chart in Exhibit E-3 to determine the amount of available award fee earned by the Contractor for each task. This amount will be used in the PEB's recommendation to the FDO for consideration in determining the final award fee earned.

#### EXHIBIT E-2. PERFORMANCE MEASURES AND LEVELS OF PERFORMANCE FOR PERFORMANCE AREA 1, TASK PERFORMANCE

Specific performance expectations and levels of performance are contained in the task statements of work. All of the expectations will fall under one of the four general performance measures listed below.

| Performance Measure      | Performance Measure Definition   | Level of Performance   | Score            |
|--------------------------|--|--|------------------|
| Quality of Work Products | Performance Expectation: Work products and deliverables are accepted (upon receipt) or acceptable (upon inspection) by the Government without revision, correction, or error (due to nonperformance on | Work products are (1) always accurate, complete, relevant, and professional, and are (2) always accepted without revision.             | 4<br>Excellent   |
|                          |  | Work products are (1) consistently accurate, complete, relevant, and professional, and are (2) consistently accepted without revision. | 3.5<br>Very Good |
|                          |  | Work products are (1) mostly accurate, complete, relevant, and professional, and are (2) mostly accepted without revision.             | 3<br>Good        |

| <b>Performance Measure</b>       | <b>Performance Measure Definition</b>  | <b>Level of Performance</b>   | <b>Score</b>        |
|----------------------------------|--|---|---------------------|
|                                  | the part of the Contractor). Contractor will maintain, as appropriate to sub-task area, a common area on the network where copies of electronic deliverables will be retained for the Task/Subtask COR to review. One copy of hard-copy deliverables will be provided to the Task COR.                                       | Work products are (1) usually accurate, complete, relevant, and professional, and are (2) usually accepted without significant revision being required. | 2.5<br>Satisfactory |
|                                  |  | Work products are (1) seldom accurate, complete, relevant, and professional, and are (2) seldom accepted without significant revision being required.   | 0<br>Unsatisfactory |
| <b>Quality of Work Processes</b> | Performance Expectation: Work processes are successfully executed by the Contractor without valid customer complaint or intervention by the Government for re-direction (due to nonperformance on the part of the Contractor) and according to NETL established guidelines, including Government regulations and procedures. | Work processes are (1) always executed according to prescribed procedures, and (2) require no intervention from the Government.                         | 4<br>Excellent      |
|                                  |  | Work processes are (1) consistently executed according to prescribed procedures, and (2) require no intervention from the Government.                   | 3.5<br>Very Good    |
|                                  |  | Work processes are (1) mostly executed according to prescribed procedures, and (2) require minimal intervention from the Government.                    | 3<br>Good           |
|                                  |  | Work processes are (1) usually executed according to prescribed procedures, and (2) require some intervention from the Government.                      | 2.5<br>Satisfactory |
|                                  |  | Work processes are (1) seldom executed according to prescribed procedures, and (2) require a lot of intervention from the Government.                   | 0<br>Unsatisfactory |
| <b>Schedule</b>                  | Performance Expectation: Work deliverables, products, and processes are successfully executed according to established schedules or work timeline expectations (i.e., the expected amount of time for executing recurring work). The Contractor will provide   | Milestones, deliverables, and NETL requests are completed 100% on schedule with at least 1 item completed ahead of schedule                             | 4<br>Excellent      |
|                                  |  | Milestones, deliverables, and NETL requests are completed 100% on schedule with none completed ahead of schedule.                                       | 3.5<br>Very Good    |
|                                  |  | Milestones, deliverables, and NETL requests are completed 90-99.9% on schedule  | 3<br>Good           |
|                                  |  | Milestones, deliverables, and NETL requests are completed 85-89.9% on schedule.   | 2.5<br>Satisfactory |

| Performance Measure   | Performance Measure Definition  | Level of Performance   | Score   |
|---|---|--|---|
|   | an electronic monthly report that includes assigned and/or ad-hoc tasks, receipt date of task, due date of deliverable, and actual date that deliverable was provided to the client. Report will include a list of items for each sub-task area and an aggregate summary of all sub-task areas. Contractor will note in the report a list of all deliverables that were not provided on schedule. | Milestones, deliverables, and NETL requests are completed less than 85% on schedule.   | 0<br>Unsatisfactory   |
| <b>Cost Control</b><br><br>Cost efficiencies and circumstances beyond the control of the Contractor will be taken into consideration and scores will be adjusted accordingly. | Actual task costs have minimal to no variance from approved plan (calculated variance will be rounded down to the nearest tenth).<br><br>Cost control measures are documented and include a description of the action taken as well as actual dollar amount saved to date and projected savings.  | <p>Actual costs are within 2% of the approved cost plan AND the Contractor submits no updated cost plans unless there is a change in scope AND the quality ratings (products and processes) in the PEP achieved an excellent score (3.5 or higher). The evaluator may also take into consideration cost efficiencies that were documented and confirmed in scoring an outstanding.</p> <p>Actual costs are within 5% of the approved cost plan AND the Contractor submits no updated cost plans unless there is a change in scope AND the quality ratings (products and processes) in the PEP achieved a good score (3 or higher).</p> <p>Actual costs are within 10% of the approved cost plan AND the Contractor submits no more than one updated cost plan that is not related to a change in scope AND the quality ratings (products and processes) in the PEP achieved a good score (3 or higher).</p> <p>Actual costs are within 10% of the approved cost plan AND the Contractor submits no more than two updated cost plans that are not related to a change in scope.</p> <p>Actual costs are not within 10% of the approved cost plan AND the Contractor fails to adhere to the contract requirement for adjusting their cost plan when expected to be more than + or - 10% OR the Contractor submitted more than 2 revisions to the cost plans that are not related to a change in scope.</p> | <p>4<br/>Excellent</p> <p>3.5<br/>Very Good</p> <p>3<br/>Good</p> <p>2.5<br/>Satisfactory</p> <p>0<br/>Unsatisfactory</p> |

**EXHIBIT E-3. AWARD FEE CONVERSION CHART**

The following chart is for use in converting weighted performance scores into percentages of available award fee earned. Scores will be rounded down to the nearest tenth before identifying the percent of available award fee earned.

| <b>TASK PERFORMANCE SCORE</b> | <b>PERCENT OF AVAILABLE AWARD FEE EARNED</b> | <b>AWARD FEE ADJECTIVAL RATING</b>              | <b>DESCRIPTION</b>   |
|-------------------------------|--|---|--|
| 4.0                           | 100  | Excellent<br>(between 91% and 100% award fee)   | Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. |
| 3.9                           | 98   |   |  |
| 3.8                           | 96   |   |  |
| 3.7                           | 94   |   |  |
| 3.6                           | 92   |   |  |
| 3.5                           | 90   | Very Good<br>(between 76% and 90% award fee)    | Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.       |
| 3.4                           | 89   |   |  |
| 3.3                           | 88   |   |  |
| 3.2                           | 87   |   |  |
| 3.1                           | 86   |   |  |
| 3.0                           | 85   |   |  |
| 2.9                           | 74   | Good<br>(between 51% and 75% award fee)         | Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.       |
| 2.8                           | 63   |   |  |
| 2.7                           | 52   |   |  |
| 2.6                           | 41   | Satisfactory<br>(no greater than 50% award fee) | Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.   |
| 2.5                           | 30   |   |  |
| 0-2.4                         | 0  | Unsatisfactory<br>(0% award fee)                | Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.  |

**J.9 ATTACHMENT D - POSITION QUALIFICATIONS**

| <b>STAFFING LEVEL</b> | <b>MINIMUM QUALIFICATIONS</b>   |
|-----------------------|---|
| Senior Staff          | Bachelor's Degree and eight years related work experience or fourteen years of related work experience. With a Master's Degree, six years of related work experience is acceptable. |
| Intermediate 1 Staff  | Bachelor's Degree and four years related work experience or ten years of related work experience. With a Master's Degree, two years of related work experience is acceptable.       |
| Intermediate 2 Staff  | Bachelor's Degree or six years of related work experience.  |
| Junior Staff          | High School Diploma or GED, plus two years of related work experience.  |

| <b>LABOR CATEGORY</b>          | <b>MINIMUM QUALIFICATION</b>  | <b>POSITION DESCRIPTION</b>  |
|--------------------------------|---|--|
| Program Manager                | Master's Degree in Information Technology, Engineering or Business related field and six years related work experience in management of a diversified workforce and geographically disbursed work environment; or Bachelor's Degree in Information Technology, Engineering, or Business related field and eight years related work experience in management of a diversified workforce and geographically disbursed work environment. Project Management Professional certification. Effective oral and written communication with customers, team members, as well as supervisors. | Manage overall contract-wide IT projects and special tasks, working closely and collaboratively with the IT Division Director, Contracting Officer's Representative, and Contracting Officer's Technical Representative, utilizing a comprehensive, overarching project management approach, to achieve NETL business objectives within technical, cost, and schedule constraints and maximize Return on Investment. Provide oversight & guidance to the ITOMS team, to insure high quality services are provided to NETL utilizing CMMI Level 3 and greater processes. Provide timely accurate analysis and reporting of project status. Manage critical paths, coordinate integration points, and develop contingencies for risks. |
| Manager for Enterprise Systems | Master's Degree in Information Technology and six years related work experience in management of a diversified workforce and geographically disbursed work environment; or Bachelor's in Information Technology and eight years related work experience in management of a diversified workforce and geographically disbursed work environment and eight years related work experience; Project Management Professional certification. Effective oral and written communication with customers, team members, as well as supervisors.   | Manage the Enterprise Systems, CHRIS, and RITS teams utilizing CMMI Level 3 and greater documented methodology to accomplish the goals of NETL within technical, cost, and schedule constraints and to insure high quality services are consistently provided. Provide timely accurate analysis and reporting of project status. Manage the teams in developing technical requirements, designing & developing technical solutions, planning technical implementations, quality control, and maintenance of NETL IT applications and software.   |

|   |   |   |
|---|---|---|
| <p>Manager for Operations and Maintenance</p> | <p>Master's Degree in Information Technology and six years related work experience in management of a diversified workforce and geographically disbursed work environment; or Bachelor's Degree in Information Technology and eight years related work experience in management of a diversified workforce and geographically disbursed work environment. Project Management Professional certification. Effective oral and written communication with customers, team members, as well as supervisors.</p> | <p>Manage the infrastructure operations teams utilizing ITIL, ISO service, and CMMI Level 3 and greater documented methodologies and standards to accomplish the goals of NETL within technical, cost, and schedule constraints and to insure high quality services are consistently provided. Provide timely accurate analysis and reporting of project status. Manage the Operations and User Support teams in developing technical requirements, designing &amp; developing technical solutions, planning technical implementations, testing, and maintenance of NETL IT infrastructure.</p>   |
| <p>CHRIS Manager</p>                          | <p>Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors.</p>  | <p>Manage the CHRIS team utilizing CMMI Level 3 and greater documented methodology to accomplish the goals of NETL within technical, cost, and schedule constraints and to insure high quality services are consistently provided. Provide timely accurate analysis and reporting of project status. Manage the CHRIS team in developing technical requirements, designing &amp; developing technical solutions, planning technical implementation, testing, and maintenance of the DOE-wide system.</p>  |
| <p>Research IT Support Manager</p>            | <p>Master's Degree and six years related work experience; or Bachelor's and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors.</p>   | <p>Manage the server, database, and desktop support for the Research Information Technology project LAN and SciLAN (a special scientific network which is separate from the Research Information Technology project LAN) in support of the engineering/scientific applications. Administer the Active Directory server utilized by Research Information Technology. Provide timely accurate analysis and reporting of project status. Manage the RITS team in developing technical requirements, designing &amp; developing technical solutions, planning technical implementation, testing, and maintenance for satisfying the needs of the researchers.</p> |
| <p>Quality Assurance Manager</p>              | <p>Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors.</p>  | <p>Develops and implements quality assurance standards, guidelines, and procedures related to IT or IT related services. Develops and defines major and minor characteristics of quality, including quality metrics and scoring parameters, and determines requisite quality control resources for IT initiatives. Establishes and maintains a process for evaluating hardware, software, and associated documentation and / or assists in the evaluation. Conduct and / or participates in formal and informal reviews at predetermined points through the development life cycle. Writes and maintains the QAMP.</p>  |

|  |   |  |
|--|---|--|
| Quality Assurance Business Analyst Senior          | Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors. | Leads requirements gathering sessions from end users and stakeholders. Analyzes, documents, and researches approaches for satisfying customer needs with technology. Retrieves, processes, and analyzes data for trends, reporting, and forecasting. Develops the QCP, coordinates testing cycles, and reports on technology readiness. Performs audits at predetermined points through the development life cycle.  |
| Quality Assurance Business Analyst Intermediate I  | Bachelor's Degree and four years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.             | Under little or no supervision, conducts requirements gathering sessions from end users and stakeholders. Analyzes, documents, and researches approaches for satisfying customer needs with technology. Retrieves, processes, and analyzes data for trends, reporting, and forecasting. Participates in developing the QCP, conducting testing cycles, and reporting on technology readiness. Performs audits at predetermined points through the development life cycle.                              |
| Quality Assurance Business Analyst Intermediate II | Bachelor's Degree; or six years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.   | Under close supervision, participates in requirements gathering sessions from end users and stakeholders. Analyzes, documents, and researches approaches for satisfying customer needs with technology. Retrieves, processes, and analyzes data for trends, reporting, and forecasting. Performs in compliance to the QCP, executes testing cycles, and reports on technology readiness. Performs audits at predetermined points through the development life cycle.                                   |
| Quality Assurance Business Analyst Junior          | High School Diploma(GED) and two years related work experience  | Under close supervision, participates in requirements gathering sessions from end users and stakeholders. Analyzes, documents, and researches approaches for satisfying customer needs with technology. Retrieves, processes, and analyzes data for trends, reporting, and forecasting. Performs in compliance with the QCP, executes testing cycles, and reports on technology readiness. Performs audits at predetermined points through the development life cycle.                                 |
| Application Development Manager                    | Bachelor's Degree and eight years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.            | Manages the day to day operations of the Systems Engineering and Internet & Intranet Teams. Plans the Software Analysis, Design, Development, Testing, Implementation, and Maintenance of enterprise Commercial Off-the-Shelf and Government Off-the-Shelf software applications utilizing standards-based modeling and markup languages; Resolves technical issues through debugging, research, and investigation. Provides status reporting of assigned projects and assists in strategic direction. |

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| Applications Developer Senior          | Bachelor's Degree and eight years related work experience; Master's Degree and two years related work experience; or fourteen years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.       | Leads the planning, design, writing, and testing of software code in compliance with CMMI Level 3 and greater methodologies and ISO Quality Standards. Provides mentoring to other developers and reviews software coding packages. Conducts unit tests and leads compliance activities for development of custom, Commercial Off-the-Shelf and Government Off-the-Shelf software applications utilizing standards-based modeling and markup languages; Resolves technical issues through debugging, research, and investigation. Provides status reporting of assigned projects. |
| Applications Developer Intermediate I  | Bachelor's Degree and four years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.             | Under little or no supervision, provides Software Analysis, Design, Development, Implementation, Testing, and Maintenance of enterprise custom, Commercial Off-the-Shelf and Government Off-the-Shelf software applications utilizing standards-based modeling and markup languages; uses CMMI Level 3 and greater methodologies, creates design documents, and performs program coding, unit testing and performance testing. Resolves technical issues through debugging, research, and investigation. Provides status reporting of assigned projects.                          |
| Applications Developer Intermediate II | Bachelor's Degree or six years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.  | Under close supervision, supports the Software Analysis, Design, Development, Implementation, and Maintenance of enterprise custom, Commercial Off-the-Shelf and Government Off-the-Shelf software applications utilizing standards-based modeling and markup languages; uses CMMI Level 3 or greater life cycle methodologies, creates design documents, and performs program coding, unit testing and performance testing. Resolves technical issues through debugging, research, and investigation.  |
| Applications Developer Junior          | High School Diploma(GED) and two years related work experience  | Under close supervision, supports the Software Analysis, Design, Development, Implementation, and Maintenance of enterprise custom, Commercial Off-the-Shelf and Government Off-the-Shelf software applications utilizing standards-based modeling and markup languages; uses CMMI Level 3 or greater life cycle methodologies, creates design documents, and performs program coding, unit testing and performance testing. Resolves technical issues through debugging, research, and investigation.  |
| Database Administrator Senior          | Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors. | Administers Applications Development databases in support of the Software Analysis, Design, Development, Implementation, and Maintenance of enterprise software applications utilizing standards-based modeling and markup languages; Installation, configuration, and tuning of database engines, Backup and restore data, manage data interfaces and exchanges, troubleshoot database issues; Development database requirements gathering and analysis;   |

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|  |  | <p>Creating database design and install documentations; Development database problem solving for the enterprise applications. Using approved CMMI Level 3 or greater life cycle methodologies, create application database design documents. Resolves technical development database issues through debugging, research, and investigation.</p>  |
| <p>Database Administrator Intermediate I</p> | <p>Bachelor's Degree and four years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.</p> | <p>Under little or no supervision,, administers Applications Development databases in support of the Software Analysis, Design, Development, Implementation, and Maintenance of enterprise software applications utilizing standards-based modeling and markup languages; Installation, configuration, and tuning of database engines, Backup and restore data, manage data interfaces and exchanges, troubleshoot database issues; Development database requirements gathering and analysis; Creating database design and install documentations; Development database problem solving for the enterprise applications. Using approved CMMI Level 3 or greater life cycle methodologies, create application database design documents. Resolves technical development database issues through debugging, research, and investigation.</p> |
| <p>Database Administrator II</p>             | <p>Bachelor's Degree; or six years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.</p>   | <p>Under close supervision, administers Applications Development databases in support of the Software Analysis, Design, Development, Implementation, and Maintenance of enterprise software applications utilizing standards-based modeling and markup languages; Installation, configuration, and tuning of database engines, Backup and restore data, manage data interfaces and exchanges, troubleshoot database issues; Development database requirements gathering and analysis; Creating database design and install documentations; Development database problem solving for the enterprise applications. Using approved CMMI Level 3 or greater life cycle methodologies, create application database design documents. Resolves technical development database issues through debugging, research, and investigation.</p>         |
| <p>Database Administrator Junior</p>         | <p>High School Diploma(GED) and two years related work experience</p>  | <p>Under close supervision, administers Applications Development databases in support of the Software Analysis, Design, Development, Implementation, and Maintenance of enterprise software applications utilizing standards-based modeling and markup languages; Installation, configuration, and tuning of database engines, Backup and restore data, manage data interfaces and exchanges, troubleshoot database issues; Development database requirements gathering and analysis; Creating database design and install documentations; Development database problem solving for the enterprise applications. Using</p>   |

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|                                |  | approved CMMI Level 3 or greater life cycle methodologies, create application database design documents. Resolves technical development database issues through debugging, research, and investigation.  |
| Cyber Security Manager         | Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. CISSP certification. Effective oral and written communication with customers, team members, as well as supervisors. | Manages the administration of Security activities across Information Assurance and Intrusion/Threat detection in support of the entire infrastructure operation and across the enterprise systems, CHRIS, and RITS. Responsible for Security requirements gathering and analysis; Creating security design and install documentations; security problem solving for the enterprise hardware and software. Ensures compliance against all NIST and DOE standards, Leads the C&A and ATO activities and engagement with the designated approving authority. Resolves technical security issues through debugging, research, and investigation. |
| Cyber Security Senior          | Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. CISSP certification. Effective oral and written communication with customers, team members, as well as supervisors. | Leads Security activities across Information Assurance and Intrusion/Threat detection in support of the entire infrastructure operation and across the enterprise systems, CHRIS, and RITS. Responsible for Security requirements gathering and analysis; Creating security design and install documentations; security problem solving for the enterprise hardware and software. Ensures compliance against all NIST and DOE standards. Participates in the C&A and ATO activities. Resolves technical security issues through debugging, research, and investigation.  |
| Cyber Security Intermediate I  | Bachelor's Degree and four years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.                                  | Under little or no supervision, administers Security activities across Information Assurance and Intrusion/Threat detection in support of the entire infrastructure operation and across the enterprise systems, CHRIS, and RITS. Responsible for Security requirements gathering and analysis; Creating security design and install documentations; security problem solving for the enterprise hardware and software. Ensures compliance against all NIST and DOE standards. Participates in the C&A and ATO activities. Resolves technical security issues through debugging, research, and investigation.                                |
| Cyber Security Intermediate II | Bachelor's Degree; or six years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.  | Under close supervision, analyzes, plans, and executes Security activities across Information Assurance and Intrusion/Threat detection in support of the entire infrastructure operation and across the enterprise systems, CHRIS, and RITS. Participates in Security requirements gathering and analysis; Creating security design and install documentations; security problem solving for the enterprise hardware and software. Ensures compliance against all NIST and DOE standards. Participates in the C&A and ATO activities. Resolves technical security issues through debugging, research, and investigation                      |

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| Cyber Security Junior                | High School Diploma(GED) and two years related work experience  | Under close supervision, analyzes, plans, and executes Security activities across Information Assurance and Intrusion/Threat detection in support of the entire infrastructure operation and across the enterprise systems, CHRIS, and RITS. Participates in Security requirements gathering and analysis; Creating security design and install documentations; security problem solving for the enterprise hardware and software. Ensures compliance against all NIST and DOE standards. Participates in the C&A and ATO activities. Resolves technical security issues through debugging, research, and investigation |
| Systems Administrator Senior         | Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors. | Leads the planning, design, operations, physical security, and maintenance of all data center hardware components and the software versions that operate the devices. Plans, communicates, and manages technical refreshes and version upgrades of equipment and software. Responsible for establishing, maintaining, and monitoring access rights. Responsible for disaster recovery planning and exercises and backup and restore procedures and execution. Resolves technical Operating System issues through debugging, research, and investigation.  |
| Systems Administrator Intermediate I | Bachelor's Degree and four years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.             | Under little or no supervision, performs the planning, design, operations, physical security, and maintenance of all data center hardware components and the software versions that operate the devices. Plans, communicates, and manages technical refreshes and version upgrades of equipment and software. Participates in establishing, maintaining, and monitoring access rights. Participates in disaster recovery planning and exercises and backup and restore procedures and execution. Resolves technical Operating System issues through debugging, research, and investigation.                             |
| Systems Administrator II             | Bachelor's Degree; or six years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.   | Under close supervision, executes the planning, design, operations, physical security, and maintenance of all data center hardware components and the software versions that operate the devices. Plans, communicates, and manages technical refreshes and version upgrades of equipment and software. Participates in establishing, maintaining, and monitoring access rights. Participates in disaster recovery planning and exercises and backup and restore procedures and execution. Resolves technical Operating System issues through debugging, research, and investigation.                                    |
| Systems Administrator Junior         | High School Diploma(GED) and two years related work experience  | Under close supervision, participates in the planning, design, operations, physical security, and maintenance of all data center hardware components and the software versions that operate the devices. Assist with the planning, communicating, and execution of technical  |

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|                           |   | refreshes and version upgrades of equipment and software. Participates in establishing, maintaining, and monitoring access rights. Participates in disaster recovery planning and exercises and backup and restore procedures and execution. Assists with resolving technical Operating System issues through debugging, research, and investigation.  |
| Architect Senior          | Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors. | Leads the Enterprise Architecture strategy, planning, modeling, alternatives analysis, and implementation in association with Federal Enterprise Architecture Reference Models and Strategic Structural Model, as well as DOE architectural standards. Leads the Application Architecture Board and its processes, and maintains architecture repositories. Participates in IT portfolio and Investment management activities to assess impacts and prepare for long-term architecture of systems and processes. Responsible for EA documentation and governance activities, as well as improvement recommendations to provide efficiencies and cost savings.  |
| Architect Intermediate I  | Bachelor's Degree and four years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors..            | Under little or no supervision, performs Enterprise Architecture strategy, planning, modeling, alternatives analysis, and implementation in association with Federal Enterprise Architecture Reference Models and Strategic Structural Model, as well as DOE architectural standards. Participates in the Application Architecture Board and its processes, and maintains architecture repositories. Participates in IT portfolio and Investment management activities to assess impacts and prepare for long-term architecture of systems and processes. Participates in EA documentation and governance activities, as well as improvement recommendations to provide efficiencies and cost savings. |
| Architect Intermediate II | Bachelor's Degree; or six years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.   | Under close supervision, assists with Enterprise Architecture strategy, planning, modeling, alternatives analysis, and implementation in association with Federal Enterprise Architecture Reference Models and Strategic Structural Model, as well as DOE architectural standards. Executes on recommendations from the Application Architecture Board and assist in maintaining architecture repositories. Assists with assessing impacts of technology and business process recommendations with a long-term view. Assists with EA documentation and governance activities, as well as improvement recommendations to provide efficiencies and cost savings.   |
| Architect Junior          | High School Diploma (GED) and two years related work experience.  | Under close supervisor, assists with Enterprise Architecture strategy, planning, modeling, alternatives analysis, and implementation in  |

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|                                       |   | association with Federal Enterprise Architecture Reference Models and Strategic Structural Model, as well as DOE architectural standards. Executes on recommendations from the Application Architecture Board and assist in maintaining architecture repositories. Assists with assessing impacts of technology and business process recommendations with a long-term view. Assists with EA documentation and governance activities, as well as improvement recommendations to provide efficiencies and cost savings. |
| Network Administrator Senior          | Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors. | Manages the day to day operations, security, and availability of all inbound, outbound, and internal communications channels within the enterprise, Responsible for the strategic planning, implementation, and monitoring of all networks. Technical lead for configuring and maintaining all networking equipment, including routers, switches, firewall, and cabling.  |
| Network Administrator Intermediate I  | Bachelor's Degree and four years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.             | Under little or no supervision performs the day to day operations activities to ensure security and availability of all inbound, outbound, and internal communications channels within the enterprise, Participates in the strategic planning, implementation, and monitoring of all networks. Participates in the configuring and maintaining of all networking equipment, including routers, switches, firewall, and cabling.   |
| Network Administrator Intermediate II | Bachelor's Degree; or six years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.   | Under close supervision performs the day to day operations activities to ensure security and availability of all inbound, outbound, and internal communications channels within the enterprise, Participates in the strategic planning, implementation, and monitoring of all networks. Participates in the configuring and maintaining of all networking equipment, including routers, switches, firewall, and cabling.  |
| Network Administrator Junior          | High School Diploma(GED) and two years related work experience  | Under close supervision assists with the day to day operations activities to ensure security and availability of all inbound, outbound, and internal communications channels within the enterprise, Assists with the planning, implementation, and monitoring of all networks. Assists with the installation, configuring, and maintaining of all networking equipment, including routers, switches, firewall, and cabling.   |
| Telecom Technician Senior             | Master's Degree six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors.     | Manages the day to day operations, availability, and maintenance of all telecommunications equipment and devices within the enterprise, Technical lead for the strategic planning, installation, configuring, refreshing, and maintaining of all telecommunication equipment, including Nortel telephone, voicemail equipment, VTC and conference rooms, and two-way radios and cabling.  |

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| Telecom Technician Intermediate I | Bachelor's Degree and four years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.             | With little or no supervision, performs the day to day operations, availability, and maintenance of all telecommunications equipment and devices within the enterprise, Participates in the strategic planning, installation, configuring, refreshing, and maintaining of all telecommunication equipment, including Nortel telephone, voicemail equipment, VTC and conference rooms, and two-way radios and cabling. Performs Move, Add, Changes (MACs) for all Nortel telephone equipment.  |
| Telecom Technical Intermediate II | Bachelor's Degree; or six years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.   | Under little or no supervision, supports the day to day operations, availability, and maintenance of all telecommunications equipment and devices within the enterprise, Participates in the strategic planning, installation, configuring, refreshing, and maintaining of all telecommunication equipment, including Nortel telephone, voicemail equipment, VTC and conference rooms, and two-way radios and cabling. Performs Move, Add, Changes (MACs) for all Nortel telephone equipment.   |
| Telecom Technical Junior          | High School Diploma(GED) and two years related work experience  | Under close supervision assists with the day to day operations, availability, and maintenance of all telecommunications equipment and devices within the enterprise, Assists with the strategic planning, installation, configuring, refreshing, and maintaining of all telecommunication equipment, including Nortel telephone, voicemail equipment, VTC and conference rooms, and two-way radios and cabling. Assists with Move, Add, Changes (MACs) for all Nortel telephone equipment.  |
| Help Desk Senior                  | Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors. | Provides daily supervision and direction to client systems engineering and helpdesk services staff that are responsible for phone, e-mail, and in-person support to users in the areas of desktops, devices, e-mail, directories, standard applications, and applications developed or deployed to staff. Responsible for the performance and availability of the Helpdesk to defined SLAs. Leads the resolution of incidents, problems, and service requests. Measures, analyzes, and reports on activities, and provides strategic direction for continuous improvement of services, hardware, and software.. |
| Help Desk Intermediate I          | Bachelor's Degree and four years related work experience; Master's Degree and two years related work experience; or ten years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.             | With little or no supervision provides Tier III and Tier II support of complex problems to all users across the enterprise. Provides hands-on technical support for desktops, devices, e-mail, directories, access, standard applications, and applications developed or deployed to staff. Works within SLA requirements for responding to and resolving tickets and requests. Provides subject matter expertise to the resolution of problems and conducts root cause analysis. Participates in Measuring, analysis, and reporting  |

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|                           |   | on activities, and providing strategic direction for continuous improvement of services, hardware, and software.  |
| Help Desk Intermediate II | Bachelor's Degree; or six years related work experience. Effective oral and written communication with customers, team members, as well as supervisors.   | With close supervision, provides Tier II and Tier I support of problems and incidents to all users across the enterprise. Provides hands-on technical support for desktops, devices, e-mail, directories, access, standard applications, and applications developed or deployed to staff. Works within SLA requirements for responding to and resolving tickets and requests. Participates in the resolution of problems and root cause analysis. Participates in continuous improvements of services, hardware, and software. Maintains spare parts inventory, tracks equipment transferred offsite for repair; maintains an inventory of IT equipment assigned to users.                            |
| Help Desk Junior          | High School Diploma(GED) and two years related work experience  | With close supervision provides Tier I support of incidents and service requests to all users across the enterprise. Provides hands-on technical support for desktops, devices, e-mail, directories, access, standard applications, and applications developed or deployed to staff. Works within SLA requirements for responding to and resolving tickets and requests. Maintains a common problems and incident resolution database and insures tickets are documented, assigned, monitored, and closed out appropriately. Participates in continuous improvements of services, hardware, and software. Assists with maintaining the inventory of IT equipment assigned to users or being repaired. |
| Operations Manager        | Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors. | Manages the IT Housing & Hosting and Networks/Telecom teams. Responsible for the planning, design, operations, physical security, and maintenance of all enterprise data center and networking components and the software versions that operate the devices. Plans, communicates, and manages technical refreshes and version upgrades of equipment, communications channels, and software. Responsible for establishing, maintaining, and monitoring access rights. Responsible for disaster recovery planning and exercises and backup and restore procedures and execution. Resolves technical Operating and Networking issues through debugging, research, and investigation.                    |

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| <p>User Support Manager</p> | <p>Master's Degree and six years related work experience; or Bachelor's Degree and eight years related work experience; or fourteen years of related work experience. Effective oral and written communication with customers, team members, as well as supervisors.</p> | <p>Manages the client systems engineering and helpdesk services team. Provides daily supervision and direction to staff that are responsible for phone, e-mail, and in-person support to users in the areas of desktops, devices, e-mail, directories, standard applications, and applications developed or deployed to staff. Responsible for the performance and availability of the Helpdesk to defined SLAs. Leads the resolution of incidents, problems, and service requests. Measures, analyzes, and reports on activities, and provides strategic direction for continuous improvement of services, hardware, and software.</p> |
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**J.10 ATTACHMENT E – WAGE DETERMINATIONS/COLLECTIVE BARGAINING AGREEMENTS**

The following list of Department of Labor Wage Determinations and Collective Bargaining Agreements (CBA) are incorporated in this contract and are provided in a separate file attachment entitled “**DE-DT0004246-WD-CBA.pdf**”

**J.11 ATTACHMENT F – PERFORMANCE GUARANTEE AGREEMENT**

The Performance Guarantee Agreements are provided as a separate attachment entitled “**DE-DT0004246-Performance Guarantee Agreement**”.