

SOLICITATION, OFFER AND AWARD		1. This Contract is a Rated Order Under DPAS (15 CFR 700)	Rating	Page 1 of pages 50
2. Contract No.	3. Solicitation No. DE-RQ-65-09-WN-81279	4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 12/31/2008	6. Requisition/Purchase No. SNR-PR-09-81279
7. Issued By U.S. DEPT OF ENERGY WESTERN AREA POWER ADMIN 114 PARKSHORE DRIVE FOLSOM, CA 95630		Code SAO	8. Address Offer To (If other than Item 7) SEE BLOCK 7	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 12:00 PM (hour) local time **29 JAN 2009**

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name Sharon Bates	B. Telephone No. (NO COLLECT CALLS) (916) 353-4469	C. E-Mail Address SBATES@WAPA.GOV
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	_____ Calendar Days %
14. Acknowledgment of Amendments <i>The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.</i>	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)
15B. Telephone No. (Include area code)	15C. Check if Remittance Address is different from above. Enter such address in Schedule.	17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation	
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. Submit Invoices to Address Shown in (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) Code		Payment Will be Made By Code	
26. Name of Contracting Officer (Type or print) Sharon E. Bates		27. United States of America (Signature of Contracting Officer)	28. Award Date

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

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1001	<p>BASE YEAR Consulting Services in support of Supervisory Control and Data Acquisition (SCADA) unit transition - Ref Section C – Performance Work Statement (PWS). Period of Perf: <u>03/01/ 2009 thru 02/28/2010</u> ACRN: N/FNCV SOLD M 56101 N4000 2522</p>				
	<p><u>RATE:</u> The hourly rate for this effort is: _____ (Contractor please fill in the rate)</p>				
1002	<p>OPTION - BASE YEAR TRAVEL To be billed at actual costs In Accordance With (IAW) Federal Travel Regulations (FTR); but not in excess of actual costs. The Contracting Officer's Representative (COR) or the Contracting Officer (CO) must authorize travel before the costs are incurred. Period of Perf: TBD After Exercise of Option</p>				
2001	<p>OPTION YEAR I Consulting Services in support of SCADA unit transition - Ref Section C – PWS. Period of Perf: TBD After Exercise of Option ACRN: TBD After Exercise of Option</p>				
	<p><u>RATE:</u> The hourly rate for this effort is: _____ (Contractor please fill in the rate)</p>				
2002	<p>OPTION YEAR I – TRAVEL To be billed at actual costs IAW FTR; but not in excess of actual costs. The COR or the CO must authorize travel before the costs are incurred. Period of Perf: TBD After Exercise of Option ACRN: TBD After Exercise of Option</p>				
	<p>TOTAL VALUE OF CONTRACT</p>				
	<p>TOTAL FUNDED VALUE OF CONTRACT</p>				

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SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

November 2008

- 1. Purpose.** This task is to provide ongoing expert consultant services to the Sierra Nevada Region (SNR) in the area of computational and electrical/power engineering support to SNR's Power System Operations unit. As result of mandatory new reliability standards promulgated by the North American Electric Reliability Corporation (NERC), SNR's legacy Survalent Supervisory Control and Data Acquisition System (SCADA) is no longer compliant. Assist SNR SCADA support staff transition from the Survalent SCADA platform to AREVA. Work to ensure that when SNR's AREVA replacement SCADA system is deployed, it is fully compliant with all of the applicable NERC balancing authority area reliability standards. The acquisition of the AREVA SCADA system automatically included advanced energy management system optimization tools and a dispatcher training simulator. Develop and implement the AREVA SCADA system's advanced optimization tools/applications and develop and deploy the dispatcher training module for power system operators, as well as provide quality assurance and technical support to SNR's SCADA support staff as the AREVA SCADA replacement system is moved from the development to a production environment.
- 2. Scope/Task:** The specific set of tasks t under this contract is to provide expert computational and electrical/power engineering consultant services to SNR's Power System Operation's unit for the following set of activities: (1) assist SNR Supervisory Control and Data Acquisition (SCADA) support staff implement the advanced applications package (e.g., implementing real-time power flow modeling tools, implementing contingency analysis tools to evaluate maximum credible contingencies, and to implement generation and transmission optimization modeling tools) for the new replacement AREVA SCADA system; (2) develop, provide, and deliver as requested, technical training materials, orientations, and presentations to SNR's SCADA support staff related to the configuration, operation, maintenance, and quality assurance support to SNR's replacement AREVA SCADA system, and in connection with SNR's upcoming NERC compliance audit; (3) provide expert consultation services as requested in support of reliability-related technical support issues for SNR's replacement AREVA SCADA system; and (4) develop, implement, deploy, and provide user training and support to SNR's dispatcher simulator training software module of the replacement AREVA SCADA program.
- 3. Deliverables:** Reports and other documents generated as a result of or in conjunction with required support and analysis shall be prepared and delivered in accordance to the direction provided by the Contracting Officer's Representative (COR).

 - 3.1** Contractor shall provide periodic status reports to the Contracting Officer (CO) and to COR concerning progress on assigned tasks, identification of any issues and concerns and recommendations for improvement not less than once each month during which any tasks were assigned and or completed.
 - 3.2** Contractor shall document assigned tasks, actions taken, and results providing a copy there of to the CO and the assigned COR. The Power System Operations Manager, in consultation with the assigned COR, will interact as needed with SNR's Regional Information Officer to identify, develop, task, coordinate, and monitor the progress of the contractor to prepare the necessary training materials, documentation, and other presentation materials to ensure that the tasks identified in this statement of work are performed competently, effectively, and in a timely manner.
 - 3.3** Contractor shall provide support and assistance to the Power System Operations management team as needed for those activities and tasks identified under Section 2.0 Scope/Task of this document.
 - 3.4** Contractor shall assist Western staff in the preparation and evaluation of any business procedures, planning documentation, training, and/or other materials related to any and all work performed under Section 2.0 of this PWS and as assigned by the Contracting Officer and coordinated through the COR.
 - 3.5** Contractor shall attend meetings, provide presentations or assist others therein.

SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

3.6 Contractor shall provide the deliverables either from on-site or off-site locations upon approval of the Contracting Officer and coordinated through the COR.

4. Reimbursement: The contractor shall be reimbursed on an hourly basis IAW FAR 52.232-7 – Payments under Time-and-Materials and Labor-Hour Contracts. Invoices shall be submitted monthly and shall include the task accomplished, the category of labor expended and the hours expended by labor category. A representative of the company certifying the hours invoiced are an accurate depiction of the time expended on behalf of Western shall sign each invoice. Under no circumstances is the contractor authorized to perform work if insufficient funds are available on the contract for reimbursement. If at any time the contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and cost previously accrued, will exceed 85 percent of the ceiling price in the schedule, the contractor shall immediately notify the Contracting Officer.

5. Performance Based Disincentives Plan.

- (a) **Monitoring Performance.** During the course of the evaluation period, the COR will track Contractor performance. Interim (mid-term) evaluations may be provided to identify strengths and weaknesses in the Contractor's performance during the period being evaluated. At the end of the period, the COR, will assess the Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP) and report to the Contracting Officer.
- (b) **Contractor Self-Assessment.** Following each evaluation period, the Contractor may provide a written self-assessment of its performance to the COR to be considered in its report to the Contracting Officer. The self-assessment shall be submitted not later than 5 working days after the end of each evaluation period. The self-evaluation shall not exceed 1 page per PRS element. The self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The self-assessment itself will NOT be the basis for the Disincentives determination.
- (c) **COR Recommendation.** The COR will consider all evaluations and any other pertinent information, including Contractor self-assessment, and will prepare a report to the Contracting Officer with findings and recommendations. The Contractor will be provided a copy of the draft findings and recommendations of the COR and will be afforded the opportunity to identify factual errors. The COR's draft recommendation is not subject to negotiation and the Power Marketing Manager will not engage in discussions with the Contractor. Any errors identified by the Contractor will be addressed by the COR in its final report. The Contractor will be provided a copy of the final report prepared by the COR at the same time the report is submitted to the Contracting Officer.
- (d) **Disincentives Determination.** The Contracting Officer may meet with the COR and the Power System Operations Manager to discuss his report. The Contracting Officer will make a final determination in writing as to the percentage of work successfully completed, and the resulting payment to be made. A copy of the determination will be provided to the Contractor no later than 45 calendar days after the end of the period being evaluated. All Contracting Officer decisions regarding Disincentives are unilateral decisions made solely at the discretion of the Government.
- (e) **Disincentive Deduction.** Notwithstanding any other clause of this contract, deduction of the Disincentive will be made within the later of 60 days after the end of the evaluation period or 30 days after receipt of an approved invoice.
- (f) **Sample Calculation.** The following calculation is a representation of how all disincentives will be calculated. This specific scenario reflects the contractor submitting an invoice for \$20,000.00 against CLIN 0001 for March 2004, a possible 25 meetings were to be attended in this month, and 4 meetings were not attended and were not excused by the COR or CO.

SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

Calculation

Month/YR: Mar 04

1. Invoiced Amount for CLIN <u>0001</u>	<u>\$20,000.00</u>
2. 100% of payment for PRS Item: <u>2a</u>	<u>10%</u>
3. Max. payment (for PRS item) (#1 x #2)	<u>\$2,000.00</u>
4. % of acceptable work (# of successfully attended or excused meetings per month/# of scheduled meetings per month)	<u>21/25 = 84%</u>
5. Disincentive Adjustment (#3 x #4)	<u>\$1,680.00</u>
6. Difference (#3 - #5)	<u>\$320.00</u>
7. Adjusted Monthly Payment (#1 - #6)	<u>\$19,680.00</u>

- (g) Disincentive Deduction. Notwithstanding any other clause of this contract, deduction of the Disincentive will be made within the later of 60 days after the end of the evaluation period or 30 days after receipt of an approved invoice.

SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

COR SURVEILLANCE SHEET

To: Sharon Bates, Contracting Officer (CO)
FROM: _____, Contracting Officer's Representative (COR)

Performance Requirement Summary (PRS)

- (1) Services (shall be evaluated by Timeliness and Quality, and Accuracy)
- (2) Attendance (shall be evaluated by Timeliness and Quality)

Deliverable	Description	Due Date	Completed Y/N	PRS Comment
3.1	Contractor shall provide periodic status reports to the Contracting Officer (CO) and to COR concerning progress on assigned tasks, identification of any issues and concerns and recommendations for improvement not less than once each month during which any tasks were assigned and or completed.	Not less than once a month		
3.2	Contractor shall document assigned tasks, actions taken, and results providing a copy there of to the CO and the assigned COR. The Power System Operations Manager, in consultation with the assigned COR, will interact as needed with SNR's Regional Information Officer to identify, develop, task, coordinate, and monitor the progress of the contractor to prepare the necessary training materials, documentation, and other presentation materials to ensure that the tasks identified in this statement of work are performed competently, effectively, and in a timely manner.			
3.3	Contractor shall provide support and assistance to the Power System Operations management team as needed for those activities and tasks identified under Section 2.0 Scope/Task of this document.			
3.4	Contractor shall assist Western staff in the preparation and evaluation of any business procedures, planning documentation, training, and/or other materials related to any and all work performed under Section 2.0 of this PWS and as assigned by the CO and coordinated through the COR.			
3.5	Contractor shall attend meetings, provide presentations or assist others therein.			
3.6	Contractor shall provide the deliverables either from on-site or off-site locations upon approval of the CO and coordinated through the COR.			

SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

QUALITY ASSURANCE SURVEILLANCE PLAN

Performance Requirement Summary	Acceptable Quality Level (AQL)	Means of Measurement (MM)	Payment Calculations (Disincentives)
<p>(1) Services to be specified by Contracting Officer upon assignment IAW PWS 2.0 and 3.0</p> <p>(a) 40% Timeliness (b) 20% Quality (c) 40% Accuracy</p>	<p>(a) Timeliness – delivery to COR within 2 days of assigned/revised due date. (b) No more than 5 wordsmith error per final report or presentation (format, spelling, grammar, etc.) (c) Accuracy – only 1 re-write of any final presentation or document</p>	<p>Document Review</p> <p>Document Review</p> <p>Technical Content and relevance of documentation.</p>	<p>Contractor meets or exceeds all performance levels for period of evaluation:</p> <p>(a) 32% of payment specified in Contract Line Item (CLIN) 0001. (b) 16% of payment specified in CLIN 0001 (c) 32% of payment specified in CLIN 0001</p> <p>Contractor is below specified AQL:</p> <p>Payment is calculated based upon percentage of acceptable work received of each sub-element identified.</p>
<p>(2) Attendance and participation in meetings as mutually agreed to in performance and IAW PWS 2.0 and 3.0.</p> <p>(a) 50% Timeliness (b) 50% Quality</p>	<p>(a) Timeliness: no unexcused, missed meetings or late arrivals for mutually agreed upon appointments unless approved by CO/COR. (b) Quality: No more than 1 negative CO/COR comment per date or event.</p>	<p>Participation</p> <p>Valid client complaint (determined by CO/COR)</p>	<p>Contractor meets or exceeds all performance levels for period of evaluation:</p> <p>(a) 10% of payment specified in CLIN 0001 (b) 10% of payment specified in CLIN 0001</p> <p>Contractor is below specified AQL: Payment is calculated based upon percentage of acceptable work received of each sub-element identified.</p>

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.246-6 – INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

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

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g)
 - (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may --
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for default.

SECTION E
INSPECTION AND ACCEPTANCE

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to --

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of Clause)

E.2 DOE-E-1001 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

(End of Clause)

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 WES-G-1001 CORRESPONDENCE PROCEDURES (WAPA, JAN 2008)

a. The designated DOE contract specialist is the focal point for all non-technical matters related to this contract. The DOE contract specialist for this contract is:

Contract Specialists Name: Sharon Bates

Telephone: (916) 353-4469

U.S. Department of Energy

Western Area Power Administration

ATTN: N1101

114 Parkshore Drive

Folsom, CA 95630

b. All correspondence submitted under this contract shall reference the contract number.

c. One copy of all correspondence related to this contract shall be sent to each of the following:

1. The DOE Contract Specialist.

2. The DOE Contracting Officer.

3. The DOE Contracting Officer's Representative (COR).

4. The DOE Patent Counsel (only if patent or technical data issues are involved).

d. If a Government Contract Administration Office (CAO) other than DOE has been designated for this contract, a copy of all correspondence shall also be sent to the Government CAO. The assigned CAO, if any, is designated on the form used to award this contract.

(End of Clause)

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is \$7.0 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronic ally, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

H.2 952.215-70 KEY PERSONNEL (DEC 2000)

(a) The personnel listed below or elsewhere in this contract (**Below**) 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. Key Personnel: **Jack Allen**.

(End of clause)

H.3 WES-H-1020 REQUIREMENTS FOR ELECTRONIC SUBMISSION OF PROPOSALS (WAPA, FEB 2008)

The following requirements apply to proposals and/or other documents submitted electronically via the Department of Energy's (DOE) Industry Interactive Procurement System (IIPS) or by other electronic means. The DOE IIPS may be accessed via the "DOE e-Center" web page.

a. The terms and conditions contained in the Notice of Disclaimer on the IIPS are hereby incorporated into this solicitation.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

b. Required file formats: All electronic files must be submitted in one or more of the following Microsoft Office for Windows (Office 2003 or earlier formats) compatible file formats .doc, .xls, .mdb, .ppt; portable document format (.pdf); or graphic file formats .gif or .jpg. Use whichever format is most appropriate for the type of document involved. Engineering drawings, if any, must be in AutoCAD, .pdf, or in one of the acceptable graphic file formats. NOTE: If there are an inordinately large number of drawings, or if the file sizes are prohibitively large for efficient electronic transmission, contact the Contracting Officer before the proposal due date for further instructions.

c. Offerors are responsible for ensuring their electronically submitted files are free from viruses and are in a prescribed, readable file format. Any file containing a detectable virus will be rejected and considered non-responsive. To avoid making unintentional changes to an offeror's proposal, Western will not translate files submitted in incorrect file formats.

d. For purposes of determining the timeliness of proposal submissions, the date/time stamp (DTS) assigned by IIPS will be used unless otherwise specified in the solicitation.

e. Electronic signatures. Submission of proposals via IIPS will constitute signed copies of the required documents. The name of the authorized, responsible company official who would normally sign the document shall be entered on the signature line. In addition, the Contracting Officer may require, at his or her discretion, a signed, paper copy of each original signature page to be submitted via US Mail or by facsimile.

f. Updates or changes to proposals or other documents originally submitted via IIPS must also be submitted via IIPS. If a conflict or discrepancy is discovered between a paper copy of a contract document, the file posted on IIPS shall be considered the official controlling version of the document.

g. Offerors must use discrete file names and descriptions for all files uploaded to IIPS.

h. Offerors shall not make changes to Government-originated files/documents (other than for signatures or fill-ins) that must be returned to the Government. Direct questions or concerns about any Government-originated documents to the Contracting Officer.

(End of Provision)

H.4 WES-H-1024 LOBBYING RESTRICTIONS (WAPA, FEB 2008)

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

(End of Clause)

H.5 WES-H-1025 PREFERENCE FOR PURCHASING AMERICAN-MADE EQUIPMENT AND PRODUCTS (WAPA, FEB 2008)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

(End of Clause)

H.6 WES-H-1034 LIMITATION OF GOVERNMENT'S OBLIGATION (WAPA, MAY 2008)

a. Funds in the amount of \$50,000.00 are currently available and will be obligated at the time of contract award. Additional funding is expected to be made available according to the schedule shown in Paragraph (f) below.

b. It is anticipated that additional funds will be allotted to this contract and obligated by contract modification. Availability of these additional funds is contingent upon the additional funding being appropriated by Congress (and/or provided by other financial participant(s), if any) appropriating said funds for purposes consistent with this contract. Therefore, the contractor hereby releases the Government (and financial participant(s), if any) from any and all liability due to the failure of Congress and/or other financial participants to provide additional funds, or for delays in payments due to lack of additional funds, including any adjustments under the "Changes" and/or "Termination for the Government's Convenience" and/or any other clauses in this contract. The contractor also releases the Government (and/or financial participant(s), if any) from any and all liability for damages for breach of contract as a result of the failure of Congress (and/or the financial participant(s), if any) to provide these additional funds.

c. The contractor is hereby advised that any schedule of operations that proposes a different rate of funding for the prosecution of work that exhausts available funds before the next scheduled allotment will be at its own risk.

d. At any time during contract performance that it becomes apparent to the contractor that existing funds will be exhausted within the next 30 days, the contractor shall give written notice thereof to the Contracting Officer. If additional funds become available, the Government may allot such funds to this contract. It is expressly understood, however, that the Government (and/or financial participant(s), if any), is not required to provide funds exceeding those already obligated on the contract. If additional funds cannot be made available, the Contracting Officer will give written notice thereof to the contractor.

e. If the Government (and/or financial participant(s), if any) fail to provide additional funds, the contract, at the written request of the contractor, may be terminated by the Contracting Officer under the "Termination for the Government's Convenience" clause.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

f. Additional funding for this contract is expected to be provided based on the following, estimated increments:

Increment Number	Days After Date of Contract Award	Incremental Percentage of Total Contract Amount
<u>1</u>	<u>Contract Award</u>	<u>\$50,000.00</u>
<u>2</u>	<u>6 Months</u>	<u>\$200,000.00</u>
<u>3</u>	<u>12 Months</u>	<u>\$250,000.00</u>

(End of Clause)

H.7 WES-H-1043 FOREIGN VISITORS AND CONTRACT EMPLOYEES (WAPA, MAY 2005)

The Contractor must receive prior, written approval from the appropriate Western Security Manager (WSM) before any non-U.S. Citizens (Foreign Nationals) visit or work at any Western Area Power Administration (Western) facility. The Contractor must certify in writing that:

- 1) each of their employees working under this contract that may visit or be assigned to work at any Western facility is a U.S. Citizen, or;
- 2) the Contractor shall provide an accurately completed Foreign National Data Card, WAPA Form 3000-72, Attachment A for each of their Foreign National employees that may visit or work at any Western facility. The Contractor shall forward the completed Form to the COR at least 45 days in advance of each Foreign National employee's visit or their beginning of work. Foreign National employees shall not be allowed on-site at any Western facility without prior approval of the cognizant WSM. Circumstances which do not allow a 45 day notification require prior, written approval of the cognizant WSM. The Contractor shall include this requirement in any subcontract it issues under this contract. Western reserves the right to remove any contract employee from Western's property pending the conclusion of the Foreign National background check.

(End of Clause)

H. 8 WES-H-1044 SECURITY PROCESSING FOR SERVICE CONTRACTOR AND SUBCONTRACTOR PERSONNEL WORKING ON A WESTERN AREA POWER ADMINISTRATION SITE (WAPA, MAY 2008)

A. Background Investigation Requirements. To be eligible to work under a Service Contract at a Western site (on-site), all employees (contract and subcontract) expected to work for a period of 180 days or more must undergo a full background investigation. Western will submit all background investigations to the Office of Personnel Management (OPM). The Contracting Officer (CO), Contracting Officers Representative (COR), and appropriate Western Security Manager (WSM) at their discretion may require a National Crime Information Center (NCIC) Special Agreement Check (SAC) on contract and subcontract employees expected to work on-site for a period of less than 180 days, based on the sensitivity of the work to be performed; the sensitivity of the facility upon or in which the work is to be performed; and whether the work is performed during or outside of normal work hours. There are no submittal requirements; however, contract employees must provide their name, date of birth, place of birth, social security number and any other names used (and dates when used). A SAC may also be requested at the discretion of the CO, COR, and appropriate WSM on Service Contractors to check criminal histories while waiting for the results of the OPM background check. The CO or the COR will recommend to the WSM the level of security check or investigation to be conducted based on the sensitivity of the work to be performed; the sensitivity of the facility upon or in which the work is to be performed; and whether the work is performed during or outside of normal work hours.

This requirement includes both U.S. and Non U.S. Citizens. Contractors who are Foreign Nationals (Non U.S. Citizens) must submit additional paperwork to verify citizenship/identity. Requirements are outlined in Section C, Additional Submittal Requirements for Foreign Nationals (Non U.S. Citizens). Also see the Foreign National-Non U.S. Citizen clause. The Government will pay all costs to conduct security checks and investigations.

B. Submittal Requirements:

(1) Low Risk Positions. Low risk positions may include those where employees have limited access to business sensitive information on an occasional basis, such as personnel information; limited access to databases and systems; financial information/records; and privacy information, or with limited access to non-critical facilities during and outside normal working hours. These positions have the potential for limited impact on the integrity and efficiency of the agency.

a. Investigation Requirements: Employees in designated low risk positions expected to work on-site are required to undergo a National Agency Check and Inquiries (NACI) investigation. The scope of the investigation includes the following:

- 1) Employment/Self-employment/Unemployment Coverage (5 year Inquiry);
- 2) Education (5 years highest degree-Inquiry);
- 3) Residence (3 years-Inquiry);
- 4) Reference Contacts (Inquiry);

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5) Law Enforcement Checks (5 years-Inquiry); and
6) National Agency Checks to include, access to previous Federal investigations of OPM's Security/Suitability Investigations Index (SII); Defense Clearance and Investigations Index (DCII); FBI name check; FBI National Criminal History Fingerprint Check; Credit Search of National Credit Bureaus, Military Personnel Record Search; and Citizenship Verification.

b. Forms Requirement: The CO or COR will provide the forms indicated below to the contractor for completion by all employees (including subcontract employees) in low risk positions expected to work under this contract.

-Standard Form (SF) 85

-Two (2) FD-258 Fingerprint Cards

-OF 306 Declaration for Federal Employment (this form is used for contractors to cover questions that are not addressed on the SF-85).

(2) Moderate Risk Positions. Moderate risk positions may include those where employees have access to business sensitive information on a regular basis, such as: detailed personnel information; administrative access to databases and systems; operational information; financial information and records, and privacy information, or with access to non-critical facilities during and outside normal working hours.

a. Investigation Requirements: Employees in designated moderate risk positions expected to work on-site are required to undergo a Minimum Background Investigation (MBI). The scope of the investigation includes the following:

1) Personal Subject Interview;

2) Employment/Self-employment/Unemployment Coverage (5 years- Inquiry);

3) Education (5 years, Highest Degree-Inquiry);

4) Residence (3 years-Inquiry);

5) Reference Contacts (Inquiry);

6) Law Enforcement Checks (5 years-Inquiry and/or Record); and

7) National Agency Checks to include access to previous Federal investigations of OPM's Security/Suitability Investigations Index (SII); Defense Clearance and Investigations Index (DCII); FBI name check; FBI National Criminal History Fingerprint Check; Credit Search of National Credit Bureaus, Military Personnel Record Search; and Citizenship Verification.

b. Form Requirements: The CO or COR will provide the forms indicated below to the contractor for completion by all employees (including subcontract employees) in moderate risk positions expected to work under this contract.

-Standard Form (SF) 85P

-Two (2) FD-258 Fingerprint Cards

(3) High Risk Positions. High Risk Positions include those where employees have access and control of business sensitive information on a daily basis, such as: detailed financial records/systems, budget information, accounting information, legal information, detailed personnel information, administrative access to databases, systems and networks; operational information; and privacy information, or with access to critical facilities during and outside normal working hours.

a. Investigation Requirements:

Employees in designated high risk position expected to work on-site are required to undergo a Background Investigation (BI). The scope of the investigation includes the following:

1) Personal Subject Interview;

2) Employment/Self-employment/Unemployment coverage (5 years);

3) Education (2 years/verification of degree);

4) Residence (3 years);

5) Reference Contacts;

6) Law Enforcement Checks (5 years); and

7) National Agency Checks to include access to previous Federal investigations of OPM's Security/Suitability Investigations Index (SII); Defense Clearance and Investigations Index (DCII); FBI name check; FBI National Criminal History Fingerprint Check; Credit Search of National Credit Bureaus, Military Personnel Record Search; and Citizenship Verification.

b. Form Requirements:

-Standard Form (SF) 85P

-Two (2) FD-258 Fingerprint Cards

C. Additional Submittal Requirements for Foreign Nationals (Non U.S. Citizens). Also see the Foreign National-Non U.S. Citizen clause. All Foreign Nationals (Non U.S. Citizens) regardless of the amount of time they will be visiting or working at a Western facility must be entered into the Foreign Access Central Tracking System (FACTS). FACTS is the official DOE system for monitoring, tracking and approving all foreign visits and assignments to DOE facilities.

Form Requirements: The CO or COR must submit a completed WAPA Form 3000.72, Foreign National Data Card. The form requests the following information:

1. Personal information including date of birth, place of birth, place of employment, and permanent address.

2. Passport, Visa, and Immigration and Customs Enforcement information.

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3. Detailed explanation of the purpose for the visit or assignment. The WSM will advise the CO and/or the COR of the approval or denial of the Foreign Nationals request to visit or work at a Western facility.

D. Processing Background Investigations. The Contractor must have employees selected to work at Western facilities (contract and subcontract) complete the applicable forms within ten (10) working days after offer and acceptance of employment. The Contractor will submit the completed forms to the CO, COR or appropriate WSM who will forward to OPM. Upon completion of the background investigation, OPM will submit the completed investigation to Westerns Security Officer for adjudication. The Security Officer will review the investigation and inform the CO or COR if the proposed employee has successfully/unsuccessfully passed the investigation. Security checks and investigations are required no less than every five (5) years for high risk positions and no less than every ten (10) years for low-to-moderate risk positions, or at any point in time the applicable CO, COR, or WSM may request another investigation. Probationary employment may commence prior to completion of the security checks or investigations, however, continued employment will be subject to receipt of approved security reports, or if disapproved, subject to the discretion of the appropriate CO or WSM.

E. Notification of Disqualifying Information: If the results of the background investigation contain derogatory information, the WSM in conjunction with the CO will determine the best course of action. Individuals may be barred from working on a Western site for any of the following reasons:

1. Conviction of a felony or a crime of violence or of a misdemeanor involving moral turpitude.
2. Falsification of information entered on security forms or of other documents submitted in relation to employment at a Western site.
3. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
4. Any behavior judged to pose a potential threat to Western personnel or property.

F. General Information:

1. Under no circumstances shall the background investigation be released to a non-authorized individual or entity. When the background investigation documents are no longer required by the CO, COR, or WSM, it shall be destroyed by shredding.

2. Failure of the contractor to comply with the requirements set forth in this clause may result in termination of this contract.

G. In accordance with standards established by the North American Electric Reliability Corporation (NERC), Critical Infrastructure Protection (CIP)-004-1, as it pertains specifically to cyber security, Western Area Power Administration (Western) requires all contractor (and subcontractor) personnel having authorized unescorted physical access to Critical Cyber Assets to undergo identity verification and law enforcement and/or national agency checks, as appropriate, every 7 years after completion of the initial background investigation.

(End of Clause)

H.9 WES-H-1045 ACCESS TO DOE OWNED OR LEASED FACILITIES (WAPA, NOV 2005)

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE owned or leased facilities. 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. This process includes, but is not limited to an FBI fingerprint check and other background checks and investigations as required by DOE. 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.

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(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.

(End of Clause)

H.10 WES-H-1056 CONFIDENTIALITY OF INFORMATION (WAPA, FEB 2008)

a. Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents or by virtue of having access to Western's electronic business systems. This confidential information may include some or all of the following information: personally identifiable information (such as social security account numbers), and/or proprietary business, technical, or financial information belonging to the Government or other companies or organizations doing business with the Government. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes or to disclose the information to third parties unless specifically authorized to do so in writing by the Contracting Officer.

b. The foregoing restrictions, however, do not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which subsequently becomes part of the public domain through no fault or action of the Contractor;
- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained for performing work under this contract;
- (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence.

c. The Contractor shall obtain a written agreement from each of its employees who are granted access to confidential data that the employee agrees that he or she 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 agreement shall be in a form satisfactory to the Contracting Officer.

d. Upon request of the Contracting Officer, the Contractor agrees to execute an agreement that includes all material aspects of this clause, subject to the approval of the Contracting Officer, with any party whose facilities or proprietary data it is given access to that restrict use and disclosure of the data or information obtained in those the facilities. A copy of the agreement shall be provided to the Contracting Officer.

e. Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company or companies) of the information.

f. The contractor agrees to flow down this clause to all subcontracts under this contract.

(End of Clause)

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- I.1 52.203-3 GRATUITIES (APR 1984)**
(Reference)
- I.2 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**
(Reference)
- I.3 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
(Reference)
- I.4 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**
(Reference)
- I.5 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
(Reference)
- I.6 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
(Reference)
- I.7 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**
(Reference)
- I.8 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**
(Reference)
- I.9 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 20-06)**
(Reference)
- I.10 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)**
(Reference)
- I.11 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)**
(Reference)
- I.12 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)**
(Reference)
- I.13 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)**
(Reference)
- I.14 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
(Reference)
- I.15 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)**
(Reference)
- I.16 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**
(Reference)
- I.17 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**
(Reference)
- I.18 52.222-3 CONVICT LABOR (JUN 2003)**
(Reference)
- I.19 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**

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(Reference)

I.20 52.222-26 I EQUAL OPPORTUNITY (APR 2002)--ALTERNATE I (FEB 1999)

(Reference)

I.21 52.222-28 {52.222-28} [RESERVED]

(Reference)

I.27 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]

(Reference)

I.22 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Reference)

I.23 52.222-47 (52.222-47) [RESERVED]

(Reference)

I.24 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(Reference)

I.25 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference)

I.26 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

(Reference)

I.27 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

(Reference)

I.28 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(Reference)

I.29 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT ONFRINGEMENT (DEC 2007)

(Reference)

I.30 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(Reference)

I.31 52.229-5 {52.229-5} [RESERVED]

(Reference)

I.32 52.230-2 COST ACCOUNTING STANDARDS (OCT 2008)

(Reference)

I.33 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference)

I.34 52.232-17 INTEREST (OCT 2008)

(Reference)

I.35 52.232-18 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

(Reference)

I.36 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference)

I.37 52.232-25 PROMPT PAYMENT (OCT 2008)

(Reference)

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**I.38 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)**

(Reference)

I.39 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)

(Reference)

I.40 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference)

I.41 52.236-8 OTHER CONTRACTS (APR 1984)

**I.42 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR
1984)**

(Reference)

I.43 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference)

I.44 52.242-13 BANKRUPTCY (JUL 1995)

(Reference)

I.45 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(Reference)

I.46 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

(Reference)

I.47 52.245-4 {52.245-4} [RESERVED]

(Reference)

I.48 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(Reference)

I.49 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference)

**I.50 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT
FORM) (APR 1984)**

(Reference)

I.51 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference)

I.52 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference)

I.53 952.202-1 DEFINITIONS

(a) Head of Agency means: (i) The Secretary; (ii) Deputy Secretary; (iii) Under Secretaries of the Department of Energy and (iv) the Chairman, Federal Energy Regulatory Commission.

(b) The following shall be added as paragraphs (h) and (i) except that they will be designated paragraphs (g) and (h) if Alternate I of the FAR clause is used.

(h) The term DOE means the Department of Energy, FERC means the Federal Energy Regulatory Commission, and NNSA means the National Nuclear Security Administration.

(i) The term Senior Procurement Executive means, for DOE: Department of Energy - Director, Office of Procurement and Assistance Management, DOE; National Nuclear Security Administration - Administrator for Nuclear Security, NNSA; and Federal Energy Regulatory Commission - Chairman, FERC.

[49 FR 12042, Mar. 28, 1984, as amended at 50 FR 12185, Mar. 27, 1985; 62 FR 2310, Jan. 16, 1997; 67 FR 14871 Mar. 28, 2002]

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I.54 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror the a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12 of the FAR; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

I.55 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its currently 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 controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of 1 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 subparagraphs (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

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writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

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

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

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

(End of clause)

I-56 52.217-7 OPTION TO EXTEND SERVICES (NOV 1999)

The government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of Clause)

I-57 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 I, including the exercise of any options under this clause, shall not exceed 3 years.

(End of Clause)

I-58 52.228-5 – INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

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**I-59 52.232-7 I - PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS --
ALTERNATE I (FEB 2007)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate.*

(1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(i) Performed by the Contractor;

(ii) Performed by the Subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliated of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

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(b) *Materials.*

(1) For the purposes of this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(i) Quantities being acquired; and

(ii) Actual cost of any modification necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are—

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

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(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

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(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the NOT APPLICABLE 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.

(i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(j) The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

I-60 52.243-3 CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

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(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of Clause)

I-61 52.249-6 IV - Termination (Cost-Reimbursement) (May 2004)

a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if --

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government --

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and

(iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

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(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them, or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor and shall pay the amount determined as follows:

(1) If the termination is for the convenience of the Government, include --

(i) An amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the Contractor;

(ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Contractor;

(iii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination, if they are reasonably incurred after the effective date, with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue these expenses as rapidly as practicable;

(iv) If not included in subdivision (h)(1)(i), (ii), or (iii) of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and

(v) The reasonable costs of settlement of the work terminated, including --

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- (A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (B) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (C) Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory.
- (2) If the termination is for default of the Contractor, include the amounts computed under subparagraph (h)(1) of this clause but omit --
- (i) Any amount for preparation of the Contractor's termination settlement proposal; and
- (ii) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.
- (i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor --
- (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or
- (2) The amount finally determined on an appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted --
- (1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
- (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of price(s) for the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.
- (m)
- (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

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(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

(End of Clause)

I-62 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use of this solicitation or contract of any federal acquisition regulation (48 CFR chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use of this solicitation or contract of any Local (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I-63 DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS

a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) When DOE grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor. The impact of the excused delay may be submitted as a claim for adjustment to the fixed price of the contract and delivery schedule as appropriate.

(End of clause)

I.64 DOE-G-1007 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is ART DIAZ-GONZALEZ. Specific duties and responsibilities of the COR are those delegated in the Contracting Officer's Representative Delegation for this contract.

(End of clause)

I.65 WES-H-1014 REIMBURSEMENT FOR CONTRACTOR TRAVEL (WAPA, FEB 2008)

a. Costs incurred by contractor personnel for travel, lodging, other subsistence, and incidental expenses shall be considered to be reasonable and allowable if they do not exceed the current rates and amounts that are set for Government employees in the Federal Travel Regulation (FTR), which can be accessed at the following GSA Internet web site (URL):

<http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8203&channelPage=/ep/channel/gsaOverview.jsp&channelId=-13224>

b. The contractor will be reimbursed by the Government for travel and per diem expenses only when the travel is specifically authorized in advance by the Contracting Officer or the Contracting Officer's Representative.

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c. Reimbursement for travel costs shall be limited to the direct costs of travel and per diem expenses incurred by the contractor. The contractor must provide a certification that all travel expenses being reimbursed were paid to their employee and that the travel was at the direction of the Contracting Officer. Receipts for airfare, lodging, car rentals, and any incidental expenses exceeding \$75.00 must be submitted with the request for reimbursement.

(End of Clause)

I.66 WES-H-1016 LABOR HOUR CONTRACT (WAPA, FEB 2008)

a. This is a labor hour contract. The Contractor shall provide the estimated labor hours specified in Schedule B of the contract. "Labor hours" are defined as actual work hours exclusive of vacation, holidays, sick leave, and other absences.

b. The labor hours delineated in Section B, are estimates. Changes in program requirements may cause the actual hours required under this contract to vary substantially from the estimated hours.

c. The Contractor will be required to provide the labor hours needed to complete the task orders issued during the term of the contract, however, the Contractor shall not exceed the estimated labor hours unless authorized in advance, and in writing, by the Contracting Officer.

(End of Clause)

I.67 WES-H-1030 SOFTWARE MADE AVAILABLE FOR A CONTRACTOR'S USE (WAPA, FEB 2008)

a. The Government may provide software acquired under license available to the contractor for its use in the performance of this contract.

b. The contractor recognizes and acknowledges that software provided by the Government (and/or data contained therein) may be proprietary in nature, and agrees to take all reasonable precautions to avoiding using the software in violation of the prescribed license.

c. The contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer software provided by the Government except as permitted by the license and any other terms and conditions under which the software is made available to the contractor.

d. The contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of the software licensing agreement, the contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the contractor shall continue to perform work to the full extent possible without utilizing the software.

e. The contractor agrees to include paragraphs (a) through (d) of this clause in all subcontracts issued in connection with the performance of work under this contract.

(End of Clause)

I.68 WES-H-1032 REQUIRED INSURANCE (WAPA, FEB 2008)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(1) Workman's Compensation Insurance, in accordance with the laws of the state where contract performance occurs; Occupational Disease Coverage; and Employees Liability Coverage.

(2) Comprehensive General and Automobile Liability Insurance (including contractual) with the following minimum coverages:

(i) GENERAL LIABILITY

(A) Bodily Injury \$500,000 per occurrence.

(B) Property Damage \$500,000 each accident;
\$1,000,000 in the aggregate.

(ii) AUTOMOBILE INSURANCE

(A) Bodily Injury, \$100,000 per person;
\$200,000 per occurrence.

(B) Property Damage, per occurrence: \$50,000

(b) These policies shall have appropriate language waiving all subrogation rights against the Government, unless otherwise approved by the Contracting Officer.

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(c) Prior to the commencement of work under this contract, the Contractor shall furnish a certificate or written statement of the above-required insurance to the Contracting Officer. The policies shall contain an endorsement to the effect that cancellation or any material change in the insurance policies that adversely affect the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notification is provided to the Contracting Officer.

(d) The contractor agrees to insert the substance of this clause, including this paragraph (d), into any subcontracts issued under this contract.

(End of Clause)

I.69 WES-H-1048 SAFETY AND HEALTH - MINIMAL RISK (WAPA, MAY 2005)

In performing the work required by this contract, the Contractor shall comply with all applicable Federal, State, or local safety, health, or industrial safety codes including the latest effective standards promulgated by the Department of Labor, Occupational Safety and Health Administration; Safety and Health Standards 29 CFR 1910, 29 CFR 1925; and the Construction Safety and Health regulations promulgated under Section 107 of the Contract Work Hours and Safety Standards Act, 29 CFR 1926. If there is a conflict between the requirements of the applicable Federal, State, or local safety, health, or industrial safety codes, the more stringent requirements shall prevail. For any cranes used in the performance of this contract, a copy of the crane inspection records shall be furnished to Western's on-site representative prior to the performance of work. The United States is liable only for negligence on the part of its employees in accordance with the Federal Tort Claims Act, as amended.

(End of Clause)

I.70 WES-H-1053 ADMINISTRATIVE LEAVE (WAPA, FEB 2007)

a. Administrative leave with full pay that is chargeable to either direct or indirect (overhead) accounts, will be granted for days when the Western Area Power Administration personnel are granted special administrative leave, such as snow days, extra holidays granted by Presidential Order, or other short-term work stoppages.

b. Long-term work stoppages (more than five business days) resulting from catastrophic happenings which preclude normal operations will be separately negotiated as to cost and payment, as the situation dictates.

(End of Clause)

I.71 WES-H-1055 EMPLOYEE CLEARANCE PROCEDURES (WAPA, FEB 2008)

a. Within 30 days after contract award, the Contractor shall establish employee clearance procedures that are applicable to all contractor employees working under this contract to ensure that all Government property, keys, identification badges, and other similar items are recovered whenever an employee resigns or otherwise leaves employment under this Contract. These clearance procedures must be approved by the Contracting Officer or the Contracting Officer's Representative (COR), if one has been appointed.

b. A clearance form similar to WAPA Form 3000.56b shall be used to document completion of all clearance actions and shall be made available for the CO/COR's review upon his or her request.

(End of Clause)

I.72 WES-H-1057 CONTRACTOR EMPLOYEE CONFLICT OF INTEREST AND NONDISCLOSURE AGREEMENTS (WAPA, FEB 2008)

The Contractor is required to obtain the following "Nondisclosure and Employee Conflict of Interest" statements from all support service personnel employed under this effort.

"NONDISCLOSURE AND EMPLOYEE CONFLICT OF INTEREST"

NON-DISCLOSURE: I, (employee's name), hereby agree as a condition of employment, and in certain cases under penalty of law, that I will not, unless authorized, disclose to the public or any unauthorized government employees, any oral or written information which was obtained in the performance of this contract with the U.S. Department of Energy. This agreement applies to classified and unclassified information and materials relating to all aspects of contractual performance.

CONFLICT OF INTEREST: I, (employee's name), hereby agree as a condition of employment, to report to my immediate supervisor any actual or apparent conflict of interest during my term of employment with regards to contractual support for the U.S. Department of Energy. This reporting applies to financial or employment interests in subcontractors, or potential subcontractors to the prime support contract, employment or financial relationships with

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prime or subcontractors doing business with the Western Area Power Administration of the U.S. Department of Energy, or any present or future personal or business relationships with government employees who are employed within the Western Area Power Administration or other DOE activity. This information will be supplied to the Western Contracting Officer or his contract representative upon request or upon the identification of an actual or apparent conflict of interest. The disclosures will be made on a continuing basis and reaffirmed in writing at least annually.

.(End of Clause)

I.73 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)

(a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

(b) The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the Contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.

.(End of Clause)

I.74 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond \$50,000.00. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \$50,000.00 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

.(End of Clause)

SECTION J
LIST OF ATTACHMENTS

J.1 WES-J-1001 LIST OF ATTACHMENTS - GENERAL (WAPA, FEB 2008)

The following list of attachments included in this solicitation will become part of the resulting contract award:

ATTACHMENT A	'Foreign National Data Card' dated March 2007 (2 pages)
ATTACHMENT B	'NONDISCLOSURE AND CONTRACTOR EMPLOYEE CONFLICT OF INTEREST AGREEMENT' (1 page)
ATTACHMENT C	WAPA F 3000.56A 'Contractor/Consultant arrival notification form (1 page)
ATTACHMENT D	WAPA F 3000.56b 'Contractor/Consultant departure notification form (1 page)

(End of Clause)

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference)

K.2 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(Reference)

K.3 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference)

K.4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K.5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) "Definitions."

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) "Taxpayer Identification Number (TIN)."

/ / TIN: _____

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

- TIN has been applied for.
 - TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal Government.
 - (e) "Type of organization."
 - Sole proprietorship;
 - Partnership;
 - Corporate entity (not tax-exempt);
 - Corporate entity (tax-exempt);
 - Government entity (Federal, State, or local);
 - Foreign government;
 - International organization per 26 CFR 1.6049-4;
 - Other _____
 - (f) "Common parent."
 - Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - Name and TIN of common parent:
Name _____
TIN _____
- (End of Provision)

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is **541990**
 - (2) The small business size standard is **\$7.0 Million**.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it is, is not a small business concern.
 - (2) The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) The offeror represents as part of its offer that it is, is not a women-owned small business concern.
 - (4) The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
 - (5) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
 - (6) The offeror represents, as part of its offer, that--

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
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(i) It / / is, / / is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It / / is, / / is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It / / has, / / has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It / / has, / / has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It / / has developed and has on file, / / has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

**SECTION K
 REPRESENTATIONS, CERTIFICATIONS AND
 OTHER STATEMENTS OF OFFERORS**

(b) It / / has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

/ / (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

/ / (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/ / (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/ / (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

/ / (v) The facility is not located in the United States or its outlying areas..

(End of Provision)

K.11 52.225-6 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled Trade Agreements.

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products. Other End Products:

Line Item No.	Country of Origin	

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

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REPRESENTATIONS, CERTIFICATIONS AND
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K.12 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (OCT 2008)

(a) "Definitions." As used in this provision--

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a)).

(b) "Representation." The offeror represents that it--

is is not a historically black college or university;

is is not a minority institution.

(End of Provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)
(Reference)

L.2 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
(Reference)

L.3 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
(Reference)

L.4 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

- (a) "Definitions." As used in this provision--
- "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.
- "In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- (b) "Amendments to solicitations." If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) "Submission, modification, revision, and withdrawal of proposals."
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
- (i) addressed to the office specified in the solicitation, and
- (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show--
- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) "Submission, modification, revision, and withdrawal of proposals."
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)
- (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

SECTION I
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) "Offer expiration date." Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) "Restriction on disclosure and use of data." Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) "Contract award."

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a labor hour type contract resulting from this solicitation.

(End of Provision)

L.6 952.233-2 SERVICE OF PROTEST

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Assistance (GC-61), 1000 Independence Avenue, SW., Washington, DC 20585, Fax: (202) 586-4546.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)
(Reference)

M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
(Reference)

M.3 WES-M-1009 QUOTATION EVALUATION - CONTRACT AWARD (WAPA, FEB 2000)

a. The Government will evaluate all quotations received in response to this solicitation, and award a contract to the responsible offeror whose quote, conforming to the solicitation, will be the most advantageous to the Government, considering price and other factors as specified herein.

OTHER FACTORS:

- (1) History of established performance, and,
- (2) Demonstrated ability to meet the project completion date.

The factors as stated above should be addressed and the pertinent data submitted along with the quote.

b. The Government may:

- (1) reject any or all quotations if such action is in the public interest;
- (2) accept other than the lowest quotation; and
- (3) make one award.

c. The Government may award a contract on the basis of initial quotations received, without discussions. Therefore, the initial quotation should contain the offerors best terms from a price and technical standpoint. The Government may discuss any or all quotations with individual offerors to obtain an understanding of the offerors quotation.

ATTACHMENT A

WAPA F 3000-72#
(03/06)

**FOREIGN NATIONAL DATA CARD
FOR UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS
TO WESTERN AREA POWER ADMINISTRATION**

Please print clearly

SECTION A - PERSONAL DATA		
1. Name of Visitor: (Last)	(First)	(Middle)
2. Male <input type="checkbox"/> Female <input type="checkbox"/>		
3. Country of Birth:	6. Date of Birth: / /	8. Citizenship:
4. City of Birth:	7. Social Security Number:	9. Passport/Visa/Immigration Numbers:
5. Home Address:		10. Country of Issue:
		11. Expiration Date:
SECTION B - EMPLOYMENT DATA		
12. Employer/Business Name:	13. Business Address:	
	14. Phone:	
SECTION C - COMPUTER ACCESS AND NETWORK CONNECTIVITY		
15. Do you have computer needs? <input type="checkbox"/> Yes <input type="checkbox"/> No	16. Are you bringing computer on site? <input type="checkbox"/> Yes <input type="checkbox"/> No	
17. Do you need access to WAPA's Information System? <input type="checkbox"/> Yes <input type="checkbox"/> No	18. Will you need to install software applications to perform presentation(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
19. Do you require internet access? <input type="checkbox"/> Yes <input type="checkbox"/> No	20. Will the visitor/assignee have external devices (flashdrive, removable drive, cd's, disks, others) that they will be bringing on site? <input type="checkbox"/> Yes <input type="checkbox"/> No	
SECTION D - VISIT DATA		
21. Buildings/Sites to be Visited:		
22. Request Date:	23. Name and Signature of DOE Host:	
24. Contact #:	25. Is the host a U.S. Citizen?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
26. Purpose of Visit/Assignment (be very specific):		
27. Will sensitive or Official Use Only (OUO) information be discussed? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what? (be specific)		
28. Start Date of Visit:	29. End Date of Visit:	
30. Authorized SES Manager Administrator - Signature:		Date:
31. IT/Cyber Security Office Approval - Signature:		Date:
32. Security Office Approval - Signature:		Date:

INSTRUCTIONS FOR PREPARING Foreign National Data Card for Unclassified Foreign Visits and Assignments to WAPA (WAPA F 3000-72#- 03-06)

Routing of Form:

- 1. Requestor- Meeting host initiates the form at least 30-45 days before planned visit
- 2. IT/Cyber Security Approval with any computer access
- 3. Regional Manager (or Acting Official) for approval signature
- 4. Original to Regional Safety and Security Office (The Safety and Security office reviews and sends to CSO-Security Office)
- 5. CSO Security (Conducts required inquiries with DOE)
- 6. Approval sent to Regional Safety and Security Officer
- 7. Regional Safety and Security Officer notifies host and front desk personnel of approval/denial

To allow time for background checks, this form must be completed at least 30 days for non-sensitive countries visitors, and 45 days for visitors from sensitive countries.

For more information and a list of sensitive countries go to:

<http://www.cso.wapa.gov/cpo/3700/SECURITY/fva.htm>

(Failure to complete this approval process may result in denial of visit.)

Section A – PERSONAL DATA INFORMATION

- BLOCK 1. Employee name: Last name; first name, middle name
- BLOCK 2. Select Male or Female: Place a check mark in the appropriate box
- BLOCK 3. Country of Birth: Spell out. No abbreviations
- BLOCK 4. City of Birth: Spell out. No abbreviations
- BLOCK 5. Home Address: Self-explanatory
- BLOCK 6. Date of Birth: Month/Day/Year
- BLOCK 7. Social Security Number: Self-explanatory
- BLOCK 8. Country of Citizenship: Spell out. No abbreviations
- BLOCK 9. Passport/Visa/Immigration Number: One must be supplied
- BLOCK 10. Country of Issue of Passport/Visa/Immigration Number
- BLOCK 11. Expiration Date: of above issued document Month/Day/Year

Section B – EMPLOYMENT DATA

- BLOCK 12. Current Employer/Business Name: Self-explanatory
- BLOCK 13. Business Address: Self-explanatory
- BLOCK 14. Business Phone: Self-explanatory

Section C – COMPUTER ACCESS & NETWORK CONNECTIVITY

- BLOCK 15. Do you have computer need: Answer yes or no
- BLOCK 16. Are you bringing a computer on site: Yes or no
- BLOCK 17. Do you need access to WAPA's Information Systems: Yes or no
- BLOCK 18. Will you need to install software application to perform presentation(s) : Yes or no
- BLOCK 19. Do you require internet access: Yes or no
- BLOCK 20. Will the visitor/assignee have external devices (flash drive, removable drive, cd's, disk, others) : Yes or no

Section D – VISIT DATA INFORMATION

- BLOCK 21. Buildings/Sites/Areas to be Visited: Be specific (note: Must be escorted by host at all times)
- BLOCK 22. Request Date: Date host is submitting this request for approval
- BLOCK 23. Name and Signature of DOE Host: Must be a supervisor
- BLOCK 24. Contact # - Host's #
- BLOCK 25. Is the host a U.S. Citizen: Yes/No
- BLOCK 26. Purpose of Visit: State clear purpose/be very specific
- BLOCK 27. Will sensitive or OOU be discussed? Describe what?
- BLOCK 28. Start Date of Visit: Month/Day/Year
- BLOCK 29. End Date of Visit: Month/Day/Year
- BLOCK 30. Authorized SES Manager Administrator Signature: Regional Manager or SES.
- BLOCK 31. IT/Cyber Security Office Approval: IT/Cyber signature and approval w/any computer access
- BLOCK 32. Authorized Approval Signature CSO Security Office –visit not approved without this signature

ATTACHMENT B

DE-RP65-09WN81279

NONDISCLOSURE AND CONTRACTOR EMPLOYEE CONFLICT OF INTEREST AGREEMENT

"NONDISCLOSURE AND EMPLOYEE CONFLICT OF INTEREST"

NONDISCLOSURE: I, _____, hereby agree as a condition of employment and in certain cases under penalty of law that I will not, unless authorized, disclose to the public or any authorized government employees any information, oral or written, which was obtained in the performance of the contract with the U.S. Department of Energy. This agreement applies to classified and unclassified information and materials relating to all aspects of contractual performance.

CONFLICT OF INTEREST: I, _____, hereby agree as a condition of employment to report to my immediate supervisor any actual or apparent conflict of interest during my term of employment with regards to contractual support for the U.S. Department of Energy. This reporting applies to financial or employment interests in subcontractors, or potential subcontractors to the prime support contract, employment or financial relationships with prime or subcontractors doing business with the Western Area Power Administration of the U.S. Department of Energy, or any present or firm future personal or business relationships with government employees who are employed within the Western Area Power Administration activity DOE.

This information will be supplied to the Western Contracting Officer or his contract representative upon request or upon the identification of an actual or apparent conflict of interest. This disclosure will be made on a continuing basis and a negative affirmation will be made at least annually.

