

32748

SECTION A – SUBCONTRACT FORM

- A. 1 SUBCONTRACT NUMBER: S084-CCC-PPM4002 Mod 02
- A. 2 EFFECTIVE DATE: November 16, 2009
- A. 3 AWARDED BY: Leonardo Technologies, Inc.
P.O. Box 178
Bannock, OH 43972
- A. 4 AWARDED TO: City of Long Beach
Fleet Services Bureau
2600 Temple Avenue
Long Beach, CA 90806
- A. 5 SUBCONTRACT TITLE: Clean Cities Coalition Programmatic Support
- A. 6 TYPE OF SUBCONTRACT: Firm Fixed Price w/Cost Reimbursable Travel
- A. 7 PERIOD OF PERFORMANCE: **November 16, 2009 to October 31, 2012**
- A. 8 APPLICABLE PRIME CONTRACT: DE-FE0004002
- A. 9 AUTHORIZED WBS JOB NUMBERS: 520.03.01.000
- A. 10 **SIGNATURE**

THIS SUBCONTRACT/WORK ORDER MODIFICATION is made and entered into by and between Leonardo Technologies, Inc. (hereinafter referred to "LTI" and/or "Prime Contractor") and City of Long Beach (hereinafter referred to as "Subcontractor").

WHEREAS, the U.S. Government awarded prime contract to LTI to provide Program & Performance Management Services (PPM) for the National Energy Technology Laboratory (NETL); and

WHEREAS, Prime Contractor desires to employ Subcontractor to perform certain services under that prime contract, as set forth more fully within this subcontract; and

WHEREAS, Subcontractor represents that it has the personnel and resources and desires to perform such services; and

WHEREAS, Prime Contractor and Subcontractor desire to define herein their mutual rights and obligations with respect to the performance of the subcontract, consistent with Federal and State laws; and

WHEREAS, Prime Contractor and Subcontractor intend that the terms and conditions of this subcontract comprise the entire subcontract and may not be supplemented or altered by communications external to this subcontract.

NOW THEREFORE, the parties hereto agree as follows:

Either party may execute the contract and any additional documents including, but not limited to, modifications, or representations and certifications related to the contract by facsimile or electronic signature. The other party shall be entitled to rely on such facsimile or electronic signature as evidence that the contract has been duly executed by an authorized representative. Further, neither party shall contest the validity of the contract based on the use of facsimile or electronic signatures.

Each party acknowledges having read this entire subcontract and with the full power and authority to execute this subcontract, agrees to perform in accordance with the terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this SUBCONTRACT MODIFICATION, effective as of the date indicated in paragraph A.2 above.

Leonardo Technologies, Inc.

Subcontract No. S084-CCC-PPM4002 Mod 02

PRIME CONTRACTOR:

LEONARDO TECHNOLOGIES, INC.

Paul G. McCroskey

Digitally signed by Paul G. McCroskey II
DN: cn=Paul G. McCroskey II, o=LTI,
ou=Contracting,
email=pmccroskey@lti-global.com,
c=US
Date: 2012.01.05 15:41:37 -05'00'

(Signature)

Paul McCroskey
(Name)

Contracts Manager
(Title)

January 5, 2012
(Date)

SUBCONTRACTOR:

CITY OF LONG BEACH

Patrick H. West

(Signature)

Patrick H. West
(Name)

City Manager
(Title)

4-30-12
(Date)

APPROVED AS TO FORM

February 28, 20 *12*

ROBERT E. SHANNON, City Attorney

By *Gary J. Anderson*
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

RECEIVED
CITY CLERK
LONG BEACH, CA
12 MAY 11 AM 10:35

1. The purpose of this modification is amend subcontract terms & conditions, extend period of performance, increase subcontract value, increase subcontract funding, and incorporate Contract Year 3 (CY3) Statement of Work.
2. The Contract Year 3 (CY3) Statement of Work is hereby incorporated under Attachment A of this modification. All subcontract terms & conditions, period of performance, subcontract value, subcontract funding are hereby deleted in their entirety and replaced with the following:

SECTION B -SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED

The Subcontractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this subcontract) and otherwise do all things necessary for, or incident to, the performance of the Statement of Work included under Section J, Attachment A.

Item 1 – Services entitled “Program and Performance Management Services for the National Technology Laboratory (NETL)” in accordance with Attachment A, Statement of Work.

Item 2 – The Subcontractor shall provide detailed, accurate and timely reports of information and activities under this Subcontract to enable the Prime Contractor to adhere to the reporting requirements of the Prime Contract.

B.2 SUBCONTRACT VALUE

The value of this subcontract is established at: The value of this subcontract is established at: \$62,500.00

Contract Year 2	
Award Value	\$40,000.00
Contract Year 2 Unused	
Training Value	(\$2,500.00)
Contract Year 3	
Award Value	\$25,000.00
New Subcontract Value	\$62,500.00

B.3 AVAILABLE FUNDING

Total funds in the amount of \$62,500.00 are obligated herewith and made available for payment.

B.4 TRAVEL

No travel is anticipated under this subcontract. If required, the request will need to be made and evaluated. Any travel that may be conducted under this subcontract agreement shall be compensated for authorized travel in accordance with the applicable Federal Travel Regulations in effect as of the time of travel. www.gsa.gov/federaltravelregulation. Foreign travel shall be subject to DEAR 952.247-70.

B.5 RESERVED

B.6 EXTENSION OF SERVICES

The Prime Contractor may require continued performance of any services within the limits and terms specified in the subcontract. The Prime Contractor shall request a proposal from the Subcontractor to extend services. The Prime Contractor shall issue a modification to the subcontract incorporating the negotiated terms for any extension of services under the subcontract.

B.7 PARTIAL PAYMENTS

Partial payments may be made under this Firm Fixed Subcontract at the successful completion and acceptance by the prime contractor of respective deliverables for each invoicing period milestone as defined in Attachment A – Statement of Work.

B.8 SMALL BUSINESS SIZE DESIGNATION

Subcontractor agrees to inform Prime Contractor in the event Subcontractor graduates from a small business designation to a large business designation for the NAICS code 541330 under the Prime Contract resulting from revenue growth, acquisition or a merger.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The Statement of Work is located in Section J, Attachment A to this subcontract.

C.2 REPORTS

The Subcontractor shall submit Reports electronically per the attached statement of work identifying major accomplishments and deliverables.

Each deliverable shall be submitted concurrently and electronically to the Prime Contractor's Technical Representative.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

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

D.2 MARKING

Each package, report or other deliverable shall be accompanied by a letter or other document which identifies the subcontract number under which the item is being delivered.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION

Inspection of all items under this subcontract shall be accomplished by the Prime Contractor's Technical Representative, or any other duly authorized Prime Subcontract Representative.

E.2 ACCEPTANCE

Final acceptance of all work and effort under this subcontract shall be accomplished by the Prime Contractor's Subcontract Representative.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The work to be performed under the subcontract (Reference Section, B) shall commence on the effective date of the subcontract and shall continue through October 31, 2012.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance under this subcontract shall be at the Subcontractor's place of business and/or the National Energy Technology Laboratory located in Morgantown, WV; Pittsburgh, PA; Albany, OR, Houston, TX; and Fairbanks, AK. NETL is a geographically dispersed organization, therefore the Subcontractor may be required to travel between, and provide services to various other NETL or DOE locations in the United States.

F.3 STOP-WORK ORDER

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

- (1) Cancel the stop-work order; or
- (2) Terminate the work in accordance with Termination clause of this subcontract.

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

- (1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this subcontract; and
- (2) The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Prime Subcontract Representative decides the facts justify the action, the Prime Subcontract Representative may receive and act upon the claim submitted at any time before final payment under this subcontract.

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

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

SECTION G - SUBCONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

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

(a) Technical Correspondence

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

(b) Correspondence on Patent or Technical Data Issues

Correspondence concerning patent or technical data issues shall be addressed to the Prime Subcontract Representative.

(c) Other Correspondence

All other correspondence shall be addressed to the Prime Subcontract Representative.

G.2 SUBMISSION OF VOUCHERS / INVOICE PACKAGE

(a) The Invoice, as described below shall be supported by the information contained in Paragraph (c) of this clause. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

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

- (1) Name and address of Subcontractor/vendor
- (2) A unique invoice number that does not duplicate any other invoice number that Prime Contractor may receive from the subcontractor
- (3) Each invoice shall indicate whether invoice is initial, interim, or final invoice for the Subcontract or Subcontract Order, as appropriate. (If submitted invoice is a revised or corrected version from a prior invoice, the invoice number will be followed by "Rev##" and include the date the revised version was submitted.
- (4) Invoice date
- (5) Subcontract number (S084-CCC-PPM4002) and authorized WBS job number (520.03.01.000) for property or service
- (6) Description and quantity of property and services actually delivered or rendered
- (7) Period of Performance
- (8) Coalition name title, phone number and complete mailing address of responsible official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (9) Remit name, title, phone number and complete mailing address of the person to be notified in the event of a defective invoice
- (10) Other substantiating documentation or information as required by the subcontract
- (11) Authorized signature of Consultant w/following certification:

"Pursuant to the authority vested in me, I certify that the costs were expended in performance of work authorized under the referenced subcontract and that the voucher is correct and proper for payment"

Date

Authorized Signature

(b) Submission of the Invoice

The Invoice must be submitted to the Prime Contractor to allow sufficient time to coordinate and compile the reports required to NETL. Subcontractor invoices and required travel supporting documentation shall be provided electronically to the Prime Contractor no later than the close of business (5:00 pm) of the 4th business day after the last business day of the invoicing month.

Invoices received by the 4th business day will be evaluated and processed together under the PPM Contract. All approved invoices will be submitted by LTI for reimbursement to the government on the 15th of each month. The Government contractually has up to 30 days to reimburse LTI for approved invoices. LTI will reimburse all subcontractors not later than 30 days after receipt of payment from the government.

(c) Invoicing Schedule

Subcontractors are required to select their chosen invoicing option as described in the attached SOW.

(d) Defective Invoices

An Invoice that contains incorrect information or is missing required information that prevents the Prime Contractor from generating the reports required under the Prime Contract will be considered defective. Defective invoices are to be corrected and resubmitted immediately upon request from the Prime Contractor.

(e) Payment Cycle

The Subcontractor will only be reimbursed after the Prime Contractor has been reimbursed by the government. The government has up to 30 days to reimburse the Prime Contractor after submittal of an approved invoice. The Subcontractor will be reimbursed not later than 30 days after the date the Prime Contractor receives reimbursement from the government.

(f) Subcontractor shall submit Electronic copies of the invoices and the supporting documentation to the following:

ppminv@LTI-global.com

SECTION H - SPECIAL REQUIREMENTS

H.1 CONSECUTIVE NUMBERING

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

H.2 TECHNICAL DIRECTION

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

H.3 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this subcontract, the Prime Subcontract Representative shall be the only individual authorized to:

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

H.4 RESERVED

H.5 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS AND/OR SUBCONTRACTORS (OCT 1998)

The Subcontractor shall not further subcontract or delegate its obligations under this subcontract without the prior written consent of Prime Contractor. If such consent is granted, Subcontractor shall be solely responsible for ensuring its next tier subcontractors' full compliance with all terms and conditions of this subcontract.

H.6 TECHNICAL REPRESENTATIVES

All technical communication relating to this Subcontract shall be directed only to the specific persons below. Communications that are not properly directed to the persons designated to represent Prime Contractor and Subcontractor shall not be binding upon Prime Contractor or Subcontractor.

Prime Contractor

Kimberly Nix
Phone: 724-554-3678
Kimberly.Nix@CONTR.NETL.DOE.GOV

The Prime Contractor's Technical Manager has the authority to provide technical direction to the subcontractor and to determine the acceptability of subcontractor's progress and technical performance within the terms of the subcontract, but does not have the authority to change the subcontract.

Subcontractor

Richard Steinhaus
Phone: 562-570-5407
Richard.Steinhaus@longbeach.gov

The Subcontractor's Technical Representative has the authority to communicate subcontractor's progress and technical performance within the terms of the subcontract, but does not have the authority to change the Subcontract.

H.7 SUBCONTRACT REPRESENTATIVES

All contractual communication relating to this subcontract shall be directed only to the specific persons below. Communications that are not properly directed to the persons designated to represent Prime Contractor and subcontractor shall not be binding upon Prime Contractor or subcontractor.

Prime Contractor

Paul McCroskey
Phone: 740-968-2222 x 104
pmccroskey@lti-global.com

The Prime Subcontract Representative is the only person authorized by Prime Contractor to direct changes to the Subcontract such as matters relating to price, terms and conditions, and schedule.

Subcontractor

Richard Steinhaus
Phone: 562-570-5407
Richard.Steinhaus@longbeach.gov

The Subcontractor Representative is the only person authorized by the subcontractor to direct changes to the subcontract such as matters relating to price, terms and conditions, and schedule.

H.8 CONFIDENTIALITY OF INFORMATION

To the extent that the work under this subcontract requires that the Subcontractor be given access to confidential or proprietary business, technical, or financial information belonging to the Prime Contractor, Government or other companies, the Subcontractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Prime Subcontract Representative. The foregoing

obligations, however, shall not apply to:

- (a) Information which, at the time of receipt by the Subcontractor, is in the public domain;
- (b) Information which is published after receipt thereof by the Subcontractor or otherwise becomes part of the public domain through no fault of the Subcontractor;
- (c) Information which the Subcontractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Prime Contractor, Government or other companies;
- (d) Information which the Subcontractor can demonstrate was received by it from a third party who did not require the Subcontractor to hold it in confidence.

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

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

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

This clause shall flow down to all lower tier contracts/subcontracts.

H.9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications and Other Statements of the Offeror for this subcontract are hereby incorporated by reference.

H.10 SUBCONTRACTOR INTERFACE WITH OTHER CONTRACTORS, SUBCONTRACTORS AND/OR GOVERNMENT EMPLOYEES

The Subcontract shall cooperate fully with all other on-site DOE Contractors and Subcontractors and Government employees, and carefully fit its own work to such other work as may be directed by the Prime Contractor or the Prime Contractor's Technical Representative. The Subcontractor shall not commit, or permit, any act which will interfere with the performance of work by any other Contractor, Subcontractor or by Government employees.

H.11 PRESS RELEASES

The DOE policy and procedure on news releases requires that all press releases be reviewed and approved by DOE prior to issuance. Therefore, the Subcontractor shall, at least twenty (20) days prior to the planned issue date, submit a draft copy to the Prime Subcontract Representative of any planned press releases describing work performed under this subcontract and affiliation with NETL or DOE. The Prime Contractor will then obtain necessary reviews and clearances and provide the Subcontractor with the results of such reviews prior to the planned issue date.

H.12 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION

The Subcontractor shall implement the SOW in accordance with all applicable Federal, State and local law as, including codes, ordinances and regulations, covering safety, health and environmental protection.

H.13 LOBBYING RESTRICTION (DEPARTMENT OF INTERIOR AND RELATED AGENCIES APPROPRIATIONS ACT, 2002)

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

A copy of the DOE "Lobbying Brochure" which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal Contractors can be found at <http://energy.gov/management/lobbying>.

H.14 GOVERNMENT PROPERTY AND DATA

- (a) Except as otherwise authorized by the Prime Subcontract Representative in writing, the subcontractor is not authorized to acquire as a direct charge item under this subcontract any equipment (including office equipment), furniture, fixtures or other personal property items.

H.15 RESERVED

THE FOLLOWING CLAUSE ONLY APPLIES IF SUBCONTRACTOR HAS EMPLOYEES WORKING ONSITE AT NETL FACILITIES.

H.16 ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS

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

(b) The Contractor shall comply with the requirements of NETL's environment, safety, and health (ES&H) programs as implemented through NETL directives (orders, operating plans and procedures). These programs are based on conforming to the requirements listed on NETL's focused standards list (see the Focused Standards List clause in Part I, Section H), which is a compendium of applicable federal, state, and local regulations; consensus standards; and DOE directives. In particular, the Contractor shall comply with the procedural, recordkeeping, and reporting requirements of these ES&H programs and their supporting directives. Where conflict exists among the standards' requirements, the most protective shall be adopted, unless relief is provided by the Contracting Officer.

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

- (1) the integration of ISM's five functions: defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance into its everyday work activities, and
- (2) demonstrating ISM's seven guiding principles: workforce responsibility and accountability; clear roles, responsibilities, and authorities; competence commensurate with responsibilities, balanced priorities, identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization.

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

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

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

(f) The Contracting Officer shall notify the Contractor, in writing, of any non-conformance with the ES&H requirements of this Contract. After receipt of such notice, the Contractor shall immediately take corrective action. In the event that the Contractor fails to

comply with NETL's environment, safety, and health requirements, the Contracting Officer may, without prejudice to any other legal or contractual rights of the DOE, issue an order stopping all or any part of the work; thereafter, a start order for work resumption may be issued by the Contracting Officer. The Contractor shall make no claim for an extension of time, or for compensation or damages by reason of, or in conjunction with, such work stoppage.

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

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

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

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

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

(l) The Contractor shall collect metrics on environment, safety, and health performance as determined by NETL in addition to those contained in their ISM plan. These metrics may change with time. The following are examples and may not represent the actual metrics that will be required to be reported: recordable injury/illness rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked); days away or restricted time rate (total number of OSHA-defined lost work day cases or restricted days cases/total hours worked); and hazardous waste generated (total cubic feet of hazardous waste shipped); number of employees who have completed ES&H training on-time; number of inspections/assessments conducted; and number of employees participating in the emergency response program. The metrics shall be provided to the contracting office or his/her representative.

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

H.17 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS

In performing work under this Subcontract, the Subcontractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

THE FOLLOWING CLAUSE ONLY APPLIES IF SUBCONTRACT IS FUNDED WITH AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS.

H.18 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (APR 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

SECTION I - CONTRACT CLAUSES

THE FOLLOWING CLAUSES APPLY TO ALL TYPES OF TASK ORDERS ISSUED AGAINST THIS SUBCONTRACT.

NON APPLICABLE CLAUSES ARE SELF DELETING.

FOR THE PURPOSES OF SECTION I, REFERENCES TO "CONTRACT" MEANS "SUBCONTRACT; "CONTRACTOR" MEANS "SUBCONTRACTOR"; "GOVERNMENT" MEANS "PRIME CONTRACTOR" AND "CONTRACTING OFFICER" MEANS "LTI CONTRACTING REPRESENTATIVE" AS APPROPRIATE.

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations (Clauses starting with 52): <http://www.arnet.gov/far/index.html>
Department of Energy Regulations (Clauses starting with 952): <http://www.professionals.doe.gov> or
<http://farsite.hill.af.mil/VFDOEa.HTM>

- I.2 52.202-1 DEFINITIONS (JUL 2004)**
- I.3 952.202-1 DEFINITIONS**
- I.4 52.203-3 GRATUITIES (APR 1984)**
- I.5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**
- I.6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
- I.7 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**
- I.8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.9 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**
- I.11 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)**
- I.12 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**
- I.13 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**
- I.14 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)**
- I.15 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**
- I.16 952.204-2 SECURITY (MAY 2002)**
- I.17 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**
- I.18 952.204-73 FACILITY CLEARANCE (MAY 2002)**
- I.19 952.204-76 CONDITIONAL PAYMENT OF FEE OR PROFIT--SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION (JAN 2004)**
- I.20 952.204-77 COMPUTER SECURITY (AUG 2006)**
- I.21 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)**
- I.22 952.208-70 PRINTING (APR 1984)**
- I.23 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)**
- I.24 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 1999)**

I.25	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
I.26	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
I.27	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
I.28	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
I.29	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
I.30	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (Oct 1997)
I.31	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
I.32	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
I.33	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
I.34	52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
I.35	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)
I.36	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
I.37	52.222-3	CONVICT LABOR (JUN 2003)
I.38	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
I.39	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
I.40	52.222-26	EQUAL OPPORTUNITY (MAR 2007)
I.41	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
I.42	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
I.43	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
I.44	52.222-41	SERVICE CONTRACT ACT OF 1965. (NOV 2007)
I.45	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (NOV 2006)
I.46	52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007)
I.47	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)
I.48	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
I.49	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
I.50	52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)
I.51	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
I.52	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
I.53	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
I.54	52.224-2	PRIVACY ACT (APR 1984)
I.55	952.224-70	PAPERWORK REDUCTION ACT (APR 1984)
I.56	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
I.57	952.226-71	UTILIZATION OF ENERGY POLICY ACT TARGET ENTITIES (JUN 1996)
I.58	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
I.59	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
I.60	52.227-3	PATENT INDEMNITY. (APR 1984)
I.61	970.5227-1	RIGHTS IN DATA--FACILITIES (DEC 2000)
I.62	970.5227-7	ROYALTY INFORMATION (DEC 2000)
I.63	970.5227-8	REFUND OF ROYALTIES (AUG 2002)
I.64	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
I.65	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
I.66	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
I.67	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
I.68	52.232-17	INTEREST (OCT 2008)
I.69	52.232-18	AVAILABILITY OF FUNDS (APR 1984)
I.70	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
I.71	52.232-25	PROMPT PAYMENT (OCT 2008) ALTERNATE I (FEB 2002)
I.72	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
I.73	52.233-1	DISPUTES (JUL 2002)

I.74	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
I.75	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
I.76	52.237-3	CONTINUITY OF SERVICES (JAN 1991)
I.77	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
I.78	52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
I.79	52.242-13	BANKRUPTCY (JUL 1995)
I.80	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
I.81	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
I.82	52.245-1	GOVERNMENT PROPERTY (JUN 2007)
I.83	52.245-9	USE AND CHARGES (JUN 2007)
I.84	52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
I.85	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
I.86	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)
I.87	952.247-70	FOREIGN TRAVEL (DEC 2000)
I.88	52.249-14	EXCUSABLE DELAYS (APR 1984)
I.89	52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
I.90	952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)
I.91	52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
I.92	970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)
I.93	952.209-72	<u>ORGANIZATIONAL CONFLICTS OF INTEREST. (JUN 1997)</u>

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

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

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of **three (3) 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 (e.g. Ability to serve as a Merit Panel Reviewer for projects that may be submitted by companies reviewed under this effort).

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

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

(2) Access to and use of information.

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

(A) use such information for any private purpose unless the information has been released or otherwise

made available to the public;

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

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

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

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

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

(c) Disclosure after award.

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

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

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

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

I.94 RESERVED

I.95 RESERVED

I.96 RESERVED

I.97 52.217-8 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 hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **thirty (30) days of the end of the contract period**.

I.98 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 **the term of the contract**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty (30) days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

1.99 952.219-70 DOE MENTOR-PROTEGE PROGRAM. (MAY 2000)

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE Contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

1.100 RESERVED

1.101 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board

(NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.102 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
Accounting Clerk II	\$11.68 -- \$5.26
Accounting Clerk III	\$13.20 -- \$5.94
Computer Operator III	\$16.36 -- \$7.36
Computer Systems Analyst II	\$26.90 -- \$12.11
Data Entry Operator II	\$11.68 -- \$5.26
General Clerk III	\$11.68 -- \$5.26
Personnel Assistant (Employment) III	\$14.68 -- \$6.61
Secretary II	\$14.68 -- \$6.61
Secretary III	\$16.36 -- \$7.36
Technical Writer III	\$26.90 -- \$12.11
Word Processor III	\$14.68 -- \$6.61

I.103 52.225-5 TRADE AGREEMENTS. (NOV 2007) (DOE Deviation) (FEB 2008)

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

Basin country-end product"

(1) Means an article that

~~(i)(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or~~

~~(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and~~

~~(ii) Is not excluded from duty free treatment for Caribbean countries under 19 U.S.C. 2703(b).~~

~~(A) For this reason, the following articles are not Caribbean Basin country-end products:-~~

~~(1) Tuna, prepared or preserved in any manner in airtight containers;~~

~~(2) Petroleum, or any product derived from petroleum;~~

~~(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and~~

~~(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;~~

~~(B) Access to the HTSUS to determine duty free status of articles of these types is available at <http://www.usitc.gov/tata/hts/>. In particular, see the following:-~~

~~(1) General Note 3(c), Products Eligible for Special Tariff treatment-~~

~~(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000-~~

~~(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b)-~~

~~(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and~~

~~(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself-~~

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
(4) ~~A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).~~

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, ~~or a Caribbean Basin country end product.~~

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(a) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

I.104 RESERVED

I.105 RESERVED

I.106 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond the end of the current fiscal year. 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 the end of the current fiscal year, 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.

I.107 RESERVED

I.108 52.244-2 SUBCONTRACTS. (JUN 2007)

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

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

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

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

(2) Is fixed-price and exceeds -

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

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

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

All Subcontracts valued at \$3,000 or greater.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: See Part I, Section H, "Prior Approval Requirements for Placement of Subcontracts and/or Consultants."

I.109 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in 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 in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

THE FOLLOWING CLAUSES I.110 THROUGH I.117 PERTAIN ONLY TO COST REIMBURSABLE TASK ORDERS ISSUED AGAINST THIS CONTRACT. THESE ARE IN ADDITION TO ALL CLAUSES LISTED ABOVE IDENTIFIED TO PERTAIN TO ALL TYPES OF TASK ORDERS.

I.110 RESERVED

I.111 RESERVED

I.112 RESERVED

I.113 RESERVED

I.114 RESERVED

I.115 RESERVED

I.116 RESERVED

I.117 RESERVED

THE FOLLOWING CLAUSE I.118 PERTAINS ONLY TO FIXED FEE TASK ORDERS ISSUED AGAINST THIS CONTRACT. THESE ARE IN ADDITION TO ALL CLAUSES LISTED ABOVE IDENTIFIED TO PERTAIN TO ALL TYPES OF TASK ORDERS AND COST REIMBURSABLE TASK ORDERS.

I.118 RESERVED

THE FOLLOWING CLAUSES I.119 THROUGH I.124 PERTAIN ONLY TO FIXED-PRICED TASK ORDERS ISSUED AGAINST THIS CONTRACT. THESE ARE IN ADDITION TO ALL CLAUSES LISTED ABOVE IDENTIFIED TO PERTAIN TO ALL TYPES OF TASK ORDERS.

I.119 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if –

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I.120 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

I.121 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

I.122 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(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.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must 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.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

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

I.123 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

I.124 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.125 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

I.126 52.215-2 AUDIT AND RECORDS – NEGOTIATION (MAR 2009) - ALTERNATE I (MAR 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to -

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General or Inspector General.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to--

- (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
- (ii) Interview any officer or employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition -

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) (1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

- (2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

1.127 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace;

and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
 - (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
 - (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) *All new employees.*
 - (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor’s decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for*—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

SECTION J -LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION
A	Statement of Work

ATTACHMENT A – STATEMENT OF WORK

Activity 520.03.01D FY12 Clean Cities Coalition Programmatic Support

1. Objectives

As authorized by the Energy Policy Act of 1992, Section 505, the goal of the U.S. Department of Energy's (DOE) Clean Cities Initiative is to decrease the nation's dependence on petroleum in the transportation sector through public/private Clean Cities partnerships formed around the country by:

- Accelerating the development of a sustainable alternative fuels market;
- Accelerating the use of idle reduction technologies;
- Accelerating the use of hybrid vehicles;
- Increasing the use of alternative fuel blends in petroleum fuels; and
- Promoting informed consumer choice on fuel economy.

Clean Cities coalitions are the force behind petroleum displacement activities in the geographic areas that they serve. They provide the organization, the motivation, and the staff to direct and sustain local activities. Activities can include, but are not limited to: facilitating the sales of alternative fuel vehicles (AFVs), hybrids, alternative fuels and blends, and idle reduction technologies by interacting with prospective fleet customers and industries; organizing and holding outreach events; developing fund-raising strategies and/or writing grant applications; holding public education and outreach campaigns; organizing and hosting stakeholder meetings; providing project management services to select Clean Cities projects; and providing technical assistance and specialized training to early adopters of advanced vehicle technologies.

The objective of this effort is to help fund activities related to validating, collecting, and reporting critical data and performance metrics that are needed to gauge consumer acceptance and track the growth/adoption of petroleum reduction technologies and practices in the market marketplace. It is anticipated that this information will be gathered in conjunction with Clean Cities outreach activities or via direct interaction between Clean Cities coalitions and key stakeholders (like fuel providers, vehicle & service providers, fleet managers, local/regional/state government agencies, etc.). This funding will support local Clean Cities efforts that help the coalition's measure and assess local market conditions and evaluate the potential for petroleum reduction in their community.

Officially-designated (or officially-approved for designation) Clean Cities coalitions are the only parties eligible for this funding. An "active" coalition is one with a valid and approved memorandum of understanding with U.S. Department of Energy (DOE). "Approved for designation" means that DOE has authorized a designation ceremony for a coalition.

2. Statement of Work

The contractor shall provide programmatic support to the Clean Cities Program under this task in the following activity areas:

- **Data Collection, Reporting, Assessment** - The contractor shall provide support for the data collection efforts listed below which are associated with Clean Cities and petroleum reduction activities in the coalition area of responsibility.
- **Coalition Technical Assistance and Activities Support** - The contractor shall provide support for activities listed below which are associated with the deployment of Clean Cities' petroleum reduction technologies and practices.

Deliverable Requirements:

1. *The 2011 Coalition Annual Report is to be completed no later than 3/15/12.* As the information is critical to the Clean Cities program, coordinators are to complete and submit the online Clean Cities Annual Reporting Database by the due date.
2. *Complete Quarterly Alternative Fuel Price Report by due dates specified by PPM (LTI)/DOE.* NOTE: Quarterly Alternative Fuel Price Reports are due in January, April, July, and October. All must be completed. Reports will be submitted to PPM (LTI) Task Activity Lead.

January: Data request will be issued on January 13; report is due by January 27.

April: Data request will be issued on March 30; report is due by April 13.

July: Data request will be issued on July 13; report is due by July 27.

October: Data request will be issued on September 28; report is due by October 12.

3. *In compliance (i.e. remain current) with annual and/or 3-year re-designation process during the entire reporting period.* NOTE: Must indicate date the coalition's renewal is due.
4. *Provide LTI Task Activity Lead, on behalf of DOE, updates on AFV refueling site openings, closings and status changes (public vs. private, hours, etc.) on an on-going basis and provide a review of unresponsive stations data when requested by LTI on behalf of DOE. For EVSE, only public access electric charging points are required to be submitted. If there are no updates, the coalition must send a notice to LTI Task Activity Lead on behalf of DOE indicating no updates.* NOTE: AFV refueling site information should be provided thru the Alt Fueling Station Locator website as stations open and/or close in coalition area (http://www.eere.energy.gov/afdc/fuels/stations_add_delete.html). New stations should NOT be submitted via the Alt Fuel Price Report (see item #2). If reviews of unresponsive stations are needed, this assistance will be requested by LTI on behalf of DOE during 2012 for stations that have been unable to be confirmed or reached.
5. *Attend DOE Regional Peer Exchange, Leadership Retreat, or another Clean Cities sponsored event deemed mission appropriate by regional DOE PMCs.* NOTE: Coordinator attendance is required for at least one of the above events per FY2012 annual contract year.
6. *Submit/update a 12 month Annual Operating Plan for the Coalition to PPM (LTI) Task Activity Lead and DOE Regional Project Manager by the end of the contract year.* It is up to the coalition to determine the appropriate 12 month period (i.e. fiscal year, calendar year, etc.) for planning coalition activities, but one must be completed and submitted during the contract year.

NOTE: At a minimum, the AOP will include annual goals/objectives for:

- Discuss last year's goals versus actual accomplishments
 - Vehicle purchases, infrastructure development, and fuel use/displacement
 - Stakeholder meetings and events
 - Outreach/education activities
 - Coalition fundraising and operational budget
 - New stakeholder recruitment
 - Travel Plan/Conference, Meeting, Training Attendance (DOE & Industry)
 - Resource Allocation Plan
7. *Keep PPM (LTI) Task Activity Lead and DOE Regional Project Manager and Coordinator Council members apprised of issues, developments, success stories, etc. via monthly regional conference calls, webcasts, emails, etc.*

MUST PARTICIPATE ON 6 REGIONAL CALLS PER CONTRACT YEAR

8. *Organize/hold four stakeholder meetings and events.* Provide agenda and/or meeting summaries from stakeholder meetings and outreach/training events.

Activity Expectation: It is expected that coalitions have a mix of different types of meetings/events/activities that are mission-appropriate, demonstrate value for the coalition and contribute to the petroleum reduction goals of the Clean Cities program. Preferred activities include stakeholder meetings, fuel/technology-specific workshops and training classes, and fuel/technology-specific or project-oriented working group meetings. Other activities, such as exhibiting at community expos, giving presentations to various community groups, etc., are less desirable and will be approved on a case-by-case basis by the PMC. Board meetings do NOT count toward this requirement. It is recommended that future Annual Operating Plans should include the list of planned events. Coalitions should submit proposed events for the contract year to their DOE Regional Project Manager, if they have questions about eligibility.

4 COALITION MEETINGS OR EVENTS PER CONTRACT YEAR

9. *Conduct at least eight meetings/contacts which are dedicated outreach to fleets and/or fuel providers.* Contractor must have significant contact with fleets and/or fuel providers in each contract reporting period (e.g. 1:1 meetings and/or various consultations to provide specific technical or project assistance). Additionally, must provide documentation of the contacts (including name, company affiliation and email/phone), along with the summary/outcomes of each contact.

Activity Expectation: It is expected that coalitions are actively engaged in meeting fleets and fuel providers to provide information and help facilitate the transition of a fleet to alternative fuel or advance technology vehicles or a fuel provider offering alternative fuels to fleet and general public customers.

- These contacts could range from initial meetings with fleets and/or fuel providers that would put them in touch with the appropriate local or industry contacts to further discuss specifics to working closely with the fleets and/or fuel providers to develop a project and apply for funding.
- To get credit for this activity, the contacts need to be new fleets/fuel providers that you have not met with or worked with previously or an existing stakeholder/customer that is investigating new vehicle or fuel options (i.e. something different than what they are currently using).
- This could be a mix of cold calls with appropriate follow-up, fleets calling for assistance, references from other stakeholders or industry partners, follow-up from coalition activities or events, demonstration of Clean Cities tools and web-based resources, etc.

8 FLEET OUTREACH CONTACTS PER CONTRACT YEAR

10. *Participate in Training or Planning Activities related to Clean Cities Program Tools.* Contractor must complete one (1) of the following deliverables:
- Participate/assist NREL (and other program support National Laboratories) with the development and review of tools/products, webinars, beta-testing, CCU course development, etc.* 1 ACTIVITY PER CONTRACT YEAR; OR
 - Participate in at least one planning activity for Leadership Retreat, Regional Peer Exchanges, Coordinator 101, and/or other Clean Cities Program events.* This could include roles in planning committees, speaking, organizing speaker panels, event sponsorship, etc. 1 ACTIVITY PER CONTRACT YEAR; OR
 - Participate in at least one Special project s/ad hoc program assignment (from either HQ, PMC or NREL).* This activity could involve speaking at events, webinars, representation at meetings, etc. 1 ACTIVITY PER CONTRACT YEAR; OR
 - Complete a minimum of 4 Clean Cities University training courses during the contract year* 4 COURSES PER CONTRACT YEAR.
11. *Engage in Communications and Outreach Activities.* Contractor must complete one (1) of the following deliverables:
- Develop and submit Case Studies/Success Stories/Lessons Learned related to coalition stakeholders, projects, activities, etc.* The case study should focus on details related to how the coordinator or coalition were involved (i.e. the process) versus simply reporting results/promotion of a stakeholder product. A template will be provided for the required format. 1 CASE STUDY PER CONTRACT YEAR; OR
 - Produce and submit a video for inclusion on CCTV.* The video should focus on a coalition activity and be submitted in accordance with CCTV procedures. 1 VIDEO PER CONTRACT YEAR; OR
 - Engage in the development and distribution of media outreach related to coalition activities.* This includes development of a standard coalition press kit and should include one unique press release, media advisory, PSA, etc. 1 PRESS KIT INCLUDING 1 UNIQUE MEDIA OUTREACH PIECE (press release, media advisory, etc.) PER CONTRACT YEAR.

3. Deliverables

Deliverables must be completed and submitted to LTI in accordance with the deliverables schedule below. Approved reports and invoices should be submitted in accordance with the LTI- prepared invoice/report tool. All deliverables must be provided to LTI within 45 days after the end of the period of performance 10/31/2012. In addition, the Contractor shall submit the following:

Deliverable Activity:

- Copy of Coalition Annual Report or proof of completion
- Proof/documentation of completion (copy of report)
- Date of re-designation renewal/certification notice
- Proof/documentation of dates completed (email notice)
- Nothing additional required (email notice)
- Copy of Annual Operating Plan
- Provide dates when completed (email notice)
- Copy of agenda and/or meeting summaries from stakeholder meetings and special outreach/training events.
- Provide documentation of the contacts (including name, company affiliation and email/phone), along with the summary/outcomes of each contact.
- Proof/documentation of dates completed (or email notice where applicable)
- Proof/documentation of dates completed (or email notice where applicable)

*Deliverables Schedule (three invoicing scenarios)

Deliverables schedule - Each coalition can choose whether they want to invoice one, two or three times per year. The charts below show the detail of when deliverables are due based on which invoice scenario a coalition chooses. Invoice amounts are fixed amount and indicated at the bottom of each chart.

Please let LTI know by 4/30/12 which invoice schedule your coalition will use.

-----Remainder of page left blank, invoice schedule option to follow-----

Deliverable and Invoice Schedule OPTION 1

10/31/12

1.) Annual Report 3/15/11

x

2.) Alternative Fuel Price Report

x(1/27, 4/13, 7/27,
10/12)

3.) Compliance w/ 3-year designation process

x

4.) AFV refueling site openings, closings, and status changes

x

5.) Attend Doe Regional Peer Exchange, Leadership Retreat, Stakeholder summit, etc. Coordinator attendance is required for at least one of the above events per FY2012 annual contract year.

x

6.) 12-month Annual Operating Plan

x

7.) Monthly regional conference calls, webcast, email, etc.

x

8.) Organize stakeholder meetings and events

x

9.) Conduct outreach to fleets and/or fuel providers

x

10.) Participate in training or planning related to Clean Cities tools

x

11.) Engage in communications and outreach activities

x

Value of all items completed in each period

\$25,000

Deliverable and Invoice Schedule OPTION 2

	<u>11/1/11 - 4/30/12</u>	<u>5/1/12- 10/31/12</u>	
<u>1.) Annual Report</u>	X		
<u>2.) Alternative Fuel Price Report</u>	<u>X (1/27, 4/13)</u>	<u>X (7/27,10/12)</u>	4 total
<u>3.) Compliance w/ 3-year designation process</u>	X	X	
<u>4.) AFV refueling site openings, closings, and status changes</u>	X	X	
<u>5.) Attend DOE Regional Peer Exchange, Leadership Retreat, Stakeholder summit, etc. Coordinator attendance is required for at least one of the above events per FY2012 annual contract year.</u>		X	
<u>6.) 12-month Annual Operating Plan</u>		X	
<u>7.) Monthly regional conference calls, webcast, email, etc.</u>	X	X	6 total
<u>8.) Organize stakeholder meetings and events</u>	X	X	4 total
<u>9.) Conduct outreach to fleets and/or fuel providers</u>	X	X	8 total
<u>10.) Participate in training or planning related to Clean Cities tools</u>		X	
<u>11.) Engage in communications and outreach activities</u>		X	
<u>Value of all items completed in each period</u>	<u>\$12,500</u>	<u>\$12,500</u>	

Deliverable and Invoice Schedule OPTION 3

1.) Annual Report

2.) Alternative Fuel Price Report

3.) Compliance w/ 3-year designation process (complete during each reporting period if coalition remains in compliance)

4.) AFV refueling site openings, closings, and status changes

5.) Attend DOE Regional Peer Exchange, Leadership Retreat, Stakeholder summit, etc. Coordinator attendance is required for at least one of the above events per FY2012 annual contract year.

6.) 12-month Annual Operating Plan

7.) Monthly regional conference calls, webcast, email, etc

8.) Organize stakeholder meetings and events

9.) Conduct outreach to fleets and/or fuel providers

10.) Participate in training or planning related to Clean Cities tools

11.) Engage in communications and outreach activities

Value of all items completed in each period

	<u>11/1/11 - 3/15/12</u>	<u>3/16/12 - 6/15/12</u>	<u>6/16/12 - 10/31/12</u>	
	x			
	x (1/27)	x (4/13)	x(7/27,10/12)	<u>4</u> total
	x	x	x	
	x	x	x	
			x	
			x	
	x	x	x	<u>6</u> total
		x	x	<u>4</u> total
	x	x	x	<u>8</u> total
			x	
			x	
	<u>\$10,000</u>	<u>\$5,000</u>	<u>\$10,000</u>	



Vendor Business Representations

APPROVED AS TO FORM
February 28

We appreciate your assistance in furnishing the following information so that we may enter your company into our Vendor File. This allows us to pay you properly and consider you as a source of supply for future purchases. In addition, it helps us to meet socioeconomic subcontracting reporting requirements under our various Federal contracts.

ROBERT E. ANDERSON, JR. Mayor
GARY J. ANDERSON
JOURNEY

Primary Address		
Business Name		
City of Long Beach		
Address Line 1		
Fleet Services Bureau		
Address Line 2		
2600 Temple Avenue		
City	State	Zip Code
Long Beach	CA	90806
Name of Primary Point of Contact		
Richard Steinhaus, Administrative Analyst/LB Clean Cities Coordinator		
E-Mail Address		
Richard.Steinhaus@longbeach.gov		
Telephone Number	Fax Number	
(562) 570-5407	(562) 570-5414	

Remit Payment Address		
Business Name (who the check will be made out to and sent)		
City of Long Beach		
Address Line 1		
Fleet Services Bureau		
Address Line 2		
2600 Temple Avenue		
City	State	Zip Code
Long Beach	CA	90806
Name of Payment Point of Contact		
Richard Steinhaus, Administrative Analyst/LB Clean Cities Coordinator		
E-Mail Address		
Richard.Steinhaus@longbeach.gov		
Telephone Number	Fax Number	
(562) 570-5407	(562) 570-5414	

Tax and Identification Data				
Tax Identification Number (or Social Security Number)				
95-6000733				
IRS Form 1099-MISC Needed?	Yes	No		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Type of Organization				
Corporation	Joint Venture	Partnership	Sole Proprietorship	Government
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DUNS Number 075295832				
NAICS Code: n/a				
Central Contractor Registration (CCR) n/a				

Primary Products or Services
U.S. Dept. of Energy - Clean Cities programmatic support.

Socioeconomic Status		
(See following page for definitions related to this section)		
According to SBA size standards, company is:	Small <input type="checkbox"/>	Large <input checked="" type="checkbox"/>
Number of employees in company, including affiliates	500 or Less <input type="checkbox"/>	> 500 <input checked="" type="checkbox"/>
Veteran-Owned Small Business	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Disabled Veteran	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Women-Owned Small Business	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Small Disadvantaged Business	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If "Yes", check qualifying category:		
<input type="checkbox"/> Black American		
<input type="checkbox"/> Hispanic American		
<input type="checkbox"/> Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)		
<input type="checkbox"/> Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)		
<input type="checkbox"/> Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)		
<input type="checkbox"/> Handicapped Workshop		
<input type="checkbox"/> Historically Black College or University / Minority Institution		
HUBZone Small Business	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Vendor Representation	
This information is accurate as of the date below.	
Signature <i>[Signature]</i>	Date
Printed Name Patrick H. West	1-30-12

Please Return Completed Form To
LTI Technical Services, Inc.
P.O. Box 178
Bannock, OH 43972

Socioeconomic Definitions

“Handicapped Workshop” means a workshop approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48).

“Historically Black College or University” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

“HUBZone Small Business” means a small business concern that appears on the List of Qualified Historically Underutilized Business Zone (HUBZone) Small Business Concerns maintained by the Small Business Administration. This list is available on the SBA’s website at <http://www.sba.gov/hubzone>.

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this definition, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

“Small Disadvantaged Business” means an offeror that represents that it is a small business and either--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and
 - (a) No material change in disadvantaged ownership and control has occurred since its certification;
 - (b) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (c) It is identified, on the date of its representation, as a certified small disadvantaged business (SDB) concern in the database maintained by the Small Business Administration at <http://www.sba.gov/content/disadvantaged-businesses>; or
- (2) For a prime contractor, it has submitted a completed application to the Small Business Administration or a private certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since it submitted its application. In this case, a contractor must receive certification as an SDB by the SBA prior to contract award.

“Small Business” means any concern that --

- (1) In connection with subcontracts of \$10,000 or less has a number of employees, including its affiliates, that does not exceed 500 persons; and
- (2) In connection with subcontracts exceeding \$10,000, has a number of employees or average annual receipts, including its affiliates, that does not exceed the size standard in 13 CFR Part 121 for the product or service it is providing on the subcontract. These size standards are available on the SBA’s website at <http://www.sba.gov/size>.

“Veteran-Owned Small Business” 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” means a small business concern --

- (1) Which 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.

LTI Small Business Policy

It is the policy of LTI, Inc. to provide maximum practicable opportunities in its acquisitions to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns consistent with efficient performance.



**ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

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

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 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: 95-6000733

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 - Non Profit.

(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 _____

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business

Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

K.4 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [X] does not intend [check applicable block] 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.

Note from City of Long Beach: Our administrative office is at one location, outreach will occur throughout the City and surrounding area.

(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
--	--

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 2004) - ALTERNATE I (MAY 2004)

SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
- (2) The small business size standard is _____ [insert size standard].
- (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) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] 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) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

- (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 setaside 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)

Alternate 1 (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*]

The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999)

Note from City of Long Beach: N/A - The coalition is run by the City.

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR

52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.7 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 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.

K.8 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
- (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.

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 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 fulltime 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..

K.10 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2008)

Note from City of Long Beach: N/A – our contract for 2012 will be less than \$30,000.00.

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below::

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted.

The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

K.12 52.222-38 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

K.13 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

of

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2)(a) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.14 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 subparagraphs (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 subparagraphs (a)(1) through (a)(3) of this provision;

(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 subparagraphs (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 subparagraphs (a)(1) through (a)(3) of this provision.

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

K.15 ORGANIZATIONAL CONFLICTS OF INTEREST – DISCLOSURE OR REPRESENTATION

To avoid situations which place an offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the offeror may have which relates to the work to be performed under the resulting agreement or where the Offeror's performance of such work may provide it with an unfair competitive advantage:

(a) The offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the resulting agreement and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage.

[insert statement]

(b) The statement submitted will be reviewed and may require additional relevant information from the offeror. All such information, and any other relevant information known will be used to determine whether an award to the offeror may create an organizational conflict of interest. If such organizational conflict of interest is found to exist, (1) appropriate conditions may be imposed to avoid such conflict or mitigate such conflict in the resulting agreement, or (2) the offeror may be disqualified.

(c) In the absence of any relevant interests referred to above, the offeror shall execute the following statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest.

I certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the instructional work or services to be performed under the resulting agreement and bearing on whether offeror has a possible conflict of interest with respect to: (1) being able to render impartial, technically sound and objective assistance or advice, or (2) being given an unfair competitive advantage.

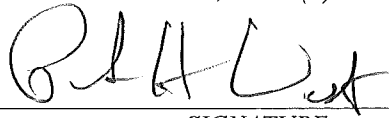
APPROVED AS TO FORM

February 28, 2012

ROBERT E. SHANNON, City Attorney

By Gary J. Anderson

GARY J. ANDERSON
DEPUTY CITY ATTORNEY

 4-30-12
SIGNATURE DATE

Patrick H. West

NAME (type/print)

(d) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of

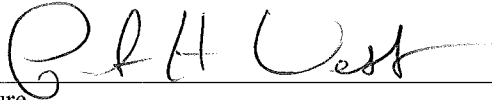
any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting agreement may be terminated for default. The offeror may also be disqualified from subsequent related agreements, and be subject to such other remedial action as may be permitted or provided by law or in the resulting agreement.

- (e) Depending on the nature of the work activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the Statement of Work contained in the solicitation, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered in the evaluation of proposals, and if the proposed excluded work is considered to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.
- (f) No award shall be made until the disclosure or representation has been evaluated. Failure to provide the disclosure or representation will be deemed to be a minor informality (FAR 14.405) and the offeror shall be required to promptly correct the omission.

K.16 (3) *The Offeror certifies that fees to be paid for services to be performed under the resulting agreement shall not exceed the lowest fees charged by Offeror to others for performing the same/similar services under the same/similar conditions of sale.*

K.17 VENDOR SIGNATURE/CERTIFICATION

By typing the name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the applicant to the conduct of a project), the offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.



Signature

Patrick H. West, City Manager

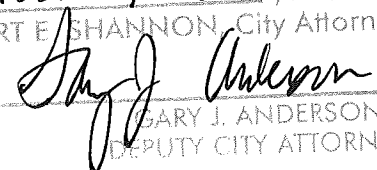
Typed Name and Title of the Officer or Employee
Responsible for the Offer

4-30-12

Date of Execution

Name and Address of Organization:

**City of Long Beach
2600 Temple Avenue
Long Beach, CA 90806**

APPROVED AS TO FORM
February 28, 2012
ROBERT E. SHANNON, City Attorney
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

Solicitation/Task Number: 520.03.01