

REQUEST FOR PROPOSAL NO. FESS-7513-TRP
FOR
GENERAL
ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES

PROPOSALS DUE: November 29, 2018
3:00 p.m. Local Prevailing Time

**EXHIBIT I A
REQUEST FOR PROPOSAL
FRA GENERAL A/E PROFESSIONAL
SERVICES**

REQUEST FOR PROPOSAL

FESS-7513-TRP

Pursuant to its obligation to the United States Government (Represented by the United States Department of Energy) under Contract Number DE-AC02-07CH11359, Fermi Research Alliance, LLC, manager and operator of the Fermi National Accelerator Laboratory, requests your written proposal for the work described in EXHIBIT III, set forth below.

ISSUING OFFICE Fermi Research Alliance, LLC (FRA) Kirk Road & Wilson Street P. O. Box 500 – Mail Station 210 Batavia, Illinois 60510-0500 Procurement Department	DATE ISSUED October 24, 2018
	CLOSING DATE: November 29, 2018 3:00 P.M./Local Prevailing Time

Written Proposals for the work described herein will be received until CLOSING DATE & TIME STATED ABOVE electronically to the Procurement Administrator Listed below.

PROCUREMENT ADMINISTRATOR Thomas R. Powers Telephone: 630/840-4255 Email: trpowers@fnal.gov	SUBMIT PROPOSALS TO trpowers@fnal.gov
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- REQUEST FOR PROPOSAL (RFP) Enclosures:
- EXHIBIT I A. REQUEST FOR PROPOSAL (FL-13) (Rev. 1/02)
 - EXHIBIT I B. LETTER OF INVITATION (TBD)
 - EXHIBIT I C. INSTRUCTIONS TO OFFERORS (FL-15) (Rev 1/07)
 - EXHIBIT II A. OFFEROR'S PROPOSAL FORM
 - EXHIBIT II B. SUBMISSION REQUIREMENTS
 - EXHIBIT III SAMPLE SUBCONTRACT
 - EXHIBIT A FRA General Terms and Conditions for Indefinite Delivery/Indefinite Quantity (IDIQ) Subcontracts for Services (7/18)
 - EXHIBIT B Statement of Work General Architectural/Engineering (A/E) Professional Services (08/24/18)
 - EXHIBIT C FL-6 Representations, Certifications & Acknowledgements (Rev 5/18)
 - EXHIBIT D FL-11 Organizational Conflict of Interest (OCI) Certification (Rev 01/07) and FL-57B Organizational Conflicts of Interest (Rev 1/07)
 - EXHIBIT E FL-12 Restriction Respecting Participation in Construction Work Related to the Facility Designed Under this Subcontract (Rev 1/07)
 - EXHIBIT F FL-20 Preparation of Statement of Work or Specifications (Rev 1/07)
 - EXHIBIT G FL-55 Small Business Subcontracting Plan (Rev 5/18)
 - EXHIBIT H FL-105 Representations Regarding Proprietary Data (Technical) (Rev 07/08)
 - EXHIBIT I FL-106 Patent Terms and Notice of Right To Request Patent Waiver (Rev 07/08)
 - EXHIBIT J FL-107 Rights to Proposal Data (Rev 01/07)
 - EXHIBIT K Insurance Requirements for IDIQ Architectural and Engineering Professional Services Subcontracts
 - EXHIBIT L SF-330 - Architect-Engineer Qualifications (Rev 08/16)
 - EXHIBIT M Quality Control Plan
 - EXHIBIT N Labor Rates

DESCRIPTION OF WORK:

The General Architect/Engineer (A/E) Subcontractors shall have a wide range of experience in the area of industrial design and construction of large scale multi-discipline projects. The General A/E subcontracts will include in-house support of the architectural and engineering disciplines required to provide General A/E support with minimal use of consultants at any level. The Subcontractors shall have the ability to assemble and manage an effective project team through the use of both in-house and sub-subcontractor disciplines.

**EXHIBIT I B
LETTER OF INVITATION
GENERAL ARCHITECT AND ENGINEERING (A/E)
PROFESSIONAL SERVICES**

October 24, 2018

Description

Fermi Research Alliance, LLC (FRA) expects to select three subcontractors to perform A/E tasks as required by the Facility Engineering Services Section Engineering (FESS/E) at Fermilab under an Indefinite Delivery Indefinite Quantity (IDIQ) Subcontract, for work described in the Exhibit III B Statement of Work (SOW) to the RFP.

The total dollar value for all task orders awarded under subcontracts as a result of this RFP will not exceed \$20M.

Please submit a technical proposal for professional A/E services to provide these services. The technical proposals received from this RFP will be evaluated to determine the firms that best meet the requirements.

Description of Services

The General A/E shall furnish the personnel, facilities, equipment, materials, travel, and supplies necessary to perform General A/E Services tasks, when ordered by FRA's Procurement, at subcontractor's office locations or at Fermilab in Batavia, Illinois, as requested.

The General A/E shall perform all tasks in-house or use a team of sub-tier subcontractors approved by FRA to provide complete coverage for all possible task assignments listed in Section D – Scope Requirements of the Statement of Work, hereinafter referred to as the work.

A/E services shall include all normal and customary professional A/E services per the Illinois Architecture, Professional Engineering, and Structural Engineering Practice Acts required of a qualified, professionally licensed A/E and its sub-tier subcontractors. The selected subcontractors shall complete the various tasks in accordance with FRA's requirements as outlined herein and in any task orders, as well as applicable portions of the U.S. Department of Energy and the State of Illinois codes, orders, and regulations.

Deliverables

Deliverables are addressed in the A/E Statement of Work at Exhibit III B.

Schedule

The period of performance will be five years starting on/or about April 1, 2019 to March 30, 2024.

Evaluation Process and Criteria

The A/E selection will involve a multi-step process as described below.

Step 1: Submittal of Technical Proposals

Submission Requirements

See Exhibit II B Submission Requirements

Technical Requirements

The selected subcontractors must demonstrate an ability to perform the type of work identified in the SOW and related RFP documents. Considerations include project management capabilities and experience, including key personnel, approach to accomplish the SOW, and recent experience on projects with similar scope including cost and schedule performance.

The technical criteria below are listed in descending order of importance:

Demonstrated Success

- A.1 Demonstrated success in the past five years of the firm's experience and technical competence in leading the design of similar facilities
- A.2 Demonstrated record in delivering projects on time and within budget in the last five years.
- A.3 Reputation and standing of the firms and its principal members
- A.4 Experience and technical competence of the firms in comparable work
- A.5 Adequacy of central or branch office facilities for the proposed work including facilities for any special services that may be required
- A.6 Corporate Environmental, Safety, and Health Plan of the prime team
- A.7 Corporate Quality Control Plan of the prime team

Key Personnel

- B.1 Specific experience and qualifications of personnel proposed for assignment to the project including as required for various phases of the work including technical skills and abilities in planning, organizing, executing, and controlling; abilities in overall project coordination and management; and experience in working together as a team
- B.2 Project Manager Experience
- B.3 Experience of the respondent team and proposed personnel with DOE Order 413.3 Projects
- B.4 Interest of company management in the projects and expected participation and contribution of top officials

Proposed Organization

- C.1 Proposed organization, delegations of responsibility, and assignments of authority
- C.2 Availability of competent, regular employees for support of the project, and the depth and size of the organization so that any necessary expansion or acceleration could be handled adequately
- C.3 Small Business Subcontracting Plan
- C.4 The offeror's proposed organization is set up to successfully execute the scope of work.

Experience and Qualifications Consultants and Subcontractors

- D.1 Experience and qualifications of proposed consultants and subcontractors
- D.2 Experience and technical competence of the subcontract personnel in comparable work

Interface with Fermilab Document Standards

- E.1 FRA Interface including teleconferencing and electronic file transfers
- E.2 Compliance with FRA document standards

Additionally, parties of a Joint Venture will be evaluated in the aggregate.

Step 2: Submittal of Price Proposals

Base IDIQ Subcontract -

When and if requested by FRA, the top three most technically preferred firms will have the opportunity to provide firm fixed hourly rates under a separate, follow-on letter. The hourly rates are the basis for the selected Subcontractor to propose one Firm Fixed Price (FFP) for any Task Order issued under the Subcontract. All Task Orders will be awarded on a FFP basis under the IDIQ Subcontracts.

AWARDS

While FRA expects to award three ID/IQ subcontracts, FRA is not obligated to do so. FRA may make no award, or may make more or fewer awards than stated above.

SAMPLE SUBCONTRACT

See Exhibit III Sample Subcontract for the terms and conditions.

ESTIMATED PROCUREMENT SCHEDULE

Technical Proposals due	11/29/18
Down select date	01/18/19
Notification to firms selected for further evaluation	01/25/19
Price proposals due	02/01/19
Award of IDIQ subcontracts	03/29/19

EXHIBIT I C

**REQUEST FOR PROPOSAL
INSTRUCTIONS TO OFFERORS**

REQUEST FOR PROPOSAL INSTRUCTIONS TO OFFERORS

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1. EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanations or instructions given before the award of the subcontract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors.

2. SUBMISSION OF OFFERS

- Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the Offeror.
- Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of offers.
- Facsimile offers, modifications or withdrawals will be considered.
- Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to Fermilab and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

3. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

- Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it –
 - Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by Fermilab that the late receipt was due solely to mishandling by Fermilab after receipt at Fermilab.
 - Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
 - Is the only proposal received.
- Any modification of a proposal or quotation, except a modification resulting from Fermilab's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) above.

(c) A modification resulting from Fermilab's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by Fermilab after receipt at Fermilab.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at Fermilab is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to Fermilab will be considered at any time it is received and may be accepted.

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

4. AWARD

- Fermilab will award a subcontract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to Fermilab, cost or price and other factors, specified elsewhere in this solicitation, considered.
- Fermilab may (1) reject any or all offers, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
- Fermilab may award a subcontract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.
- Fermilab may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. *Unless otherwise provided in the solicitation, offers may be*

submitted for quantities less than those specified. Fermilab reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the offer.

- (c) A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding subcontract without further action by either party. Before the offer's specified expiration time, Fermilab may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by Fermilab.
- (f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting subcontract. However, if the resulting subcontract contains a clause providing for price reduction for defective cost or pricing data, the subcontract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- (g) Fermilab may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to Fermilab, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

5. PRIORITIES AND ALLOCATIONS DOMESTIC ENERGY SUPPLIES

A program or project under this purchase order may be determined to be eligible for priorities and allocations support as provided for by Section 101(c) of the Defense Production Act of 1950, as amended by the Energy Policy and Conservation Act (Pub. L. 94-163, 42 U.S.C. 6201 *et seq.*) if it is determined that its purpose is to maximize domestic energy supplies. Eligibility is dependent on an executive decision on a case-by-case basis with the decision being jointly made by the Department of Energy and Commerce.

DOE regulations regarding material allocation and priority performance under contracts or orders to maximize domestic energy supplies can be found at Part 216 of Title 10 of the Code of Federal Regulations (10 CFR Part 216).

Additional guidance is provided by DOE Publication MA-0192, "Priorities and Allocations Support for Energy: Keeping Energy Programs on Schedule," dated August 1985, as it may from time to time be revised. Copies may be obtained by written request to: Department of Energy, Office of Scientific and Technical Information (OSTI), Post Office Box 62, Oak Ridge, Tennessee 37830.

6. RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by Fermilab except for evaluation purposes, shall -

- (a) Mark the title page with the following legend:
"This proposal or quotation includes data that shall not be disclosed outside Fermilab and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a subcontract is awarded to this Offeror or quoter as a result of - or in connection with - the submission of this data, Fermilab shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting subcontract. This restriction does not limit Fermilab's right to use information contained in this data

if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

- (b) Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

7. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation by
 - (1) signing and returning the amendment,
 - (2) identifying the amendment number and date in the space provided for this purpose on FL-6,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation. Fermilab must receive the acknowledgement by the time and at the place specified for receipt of offers.

8. FACSIMILE OFFERS

- (a) Definition. "Facsimile offer," as used in this solicitation, means an offer, modification of an offer or withdrawal of an offer that is transmitted to and received by the Fermilab via electronic equipment that communicates and reproduces both printed and handwritten material.
- (b) Facsimile offers may be submitted in response to this solicitation. Facsimile offers must be received at the place, and prior to the time, specified in the solicitation for the submission of offers.
- (c) Facsimile offers that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.
- (d) Facsimile offers must contain the required signatures. The Offeror agrees that its facsimile signature has the same force and effect as a handwritten signature on an original document and fully signifies its intent to contract in accordance with the facsimile offer.
- (e) Fermilab reserves the right to make award solely on the facsimile offer. However, Offerors shall promptly submit the complete original signed offer, but in no event later than five (5) working days following Fermilab's request.
- (f) The Offeror's failure to make timely submission of the original, signed, offer in accordance with paragraph (e) of this provision may render the offer ineligible for award.
- (g) Facsimile receiving data and compatibility characteristics are as follows:
 - (1) Telephone number of receiving facsimile equipment:
(630) 840-2457 PURCHASING DEPT.
(630) 840-2907 CONTRACTS DEPT.
 - (2) Compatibility characteristics of receiving electronic equipment:
OMNIFAX MODEL 9S, 9600 BPS
- (h) If the Offeror chooses to transmit a facsimile offer, Fermilab will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer including, but not limited to, the following:
 - (1) Receipt of illegible, garbled or incomplete offer.
 - (2) Availability (or condition) of the receiving electronic equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of offer.
 - (5) Failure of the Offeror to properly identify the offer.
 - (6) Fermilab shall not be responsible for physical security of a facsimile offer prior to receipt of the offer.

EXHIBIT II A
OFFEROR'S PROPOSAL FORM
for
GENERAL ARCHITECTURAL/ENGINEERING (A/E) PROFESSIONAL SERVICES

October 24, 2018

NAME AND ADDRESS OF OFFEROR *(Type or Print):*

(Street)

(City) (State) (Zip Code)

By _____

(Signature in Ink)

(Type or Print Name and Title)

Telephone Number: _____

E-mail Address: _____

Fax Number: _____

Date: _____

CHECK THE APPROPRIATE BOX:

- | | | | |
|--------------------------|--------------------|--------------------------|----------------------|
| <input type="checkbox"/> | INDIVIDUAL | <input type="checkbox"/> | PARTNERSHIP |
| <input type="checkbox"/> | CORPORATION | <input type="checkbox"/> | JOINT VENTURE |

INCORPORATED UNDER STATE OF _____

PROMPT PAYMENT TERMS _____

1. Special Note

This solicitation is for Architectural/Engineering Professional Services that are delineated in the Statement Work at Exhibit III B of the Request for Proposal.

2. General Requirements

- a. The Offeror's written proposal shall be electronically submitted to the Procurement Administrator at the FRA email address listed in Exhibit I A.
- b. Technical proposals are due on November 23, 2018.
 - 1. Describe your firm's background, local and national number years in the architectural and engineering service business.
(You may use SF-330 Form for this information.)
 - 2. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.
- c. Fully Loaded/Burdened Direct Labor Rates will be due when and only if FRA requests them from an Offeror.

3. FULLY LOADED/BURDENED DIRECT LABOR RATES: (This information will be included in the Price Proposal if a Price Proposal is requested by FRA)

- a. The hourly rate shall include all direct costs and overhead and profit including but not limited to: base salary; local office overhead; and, profit.
- b. Hourly rates shall be assembled in a logical matrix that includes the cost related to its classification.
- c. Where rates for the same classification differ for consultant design firms, list separately.

NOTE: Fully Loaded/Burdened Direct Labor Rate's Form

The Offeror may substitute their hourly rate schedules for the below table to include individual classification. Include the hourly billing rate for each classification provided for your company, and for all sub-tiers.

**DO NOT SUBMIT WITH PROPOSAL – FRA WILL REQUEST AT A LATER DATE
TBD**

Fully Loaded/Burdened Direct Rates

	RATES	RATES	RATES	RATES	RATES	RATES
CLASSIFICATION	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022	CY 2023
<i>Architecture/Engineering</i>						
Partner						
Director						
Project Manager						
Project Architect/Engineer						
Senior Engineer						
Engineer						
Estimator						
Specifier						
Senior Architect						
Design Engineer						
Architect						
Senior Technician (Detailer)						
Technician (Draftsperson)						
Junior Technician						
<i>Graphics</i>						
Director						
Senior Designer						
Graphics Designer						
<i>Construction Administration</i>						
Construction Observer						
<i>Office / Clerical</i>						
Administrative Assistant						
Secretary / Clerical						
Firm's Principal						
Project Manager						
Manager of Quality Control						
Chief Architect						
Supervisory Architect						
Senior Architect						
Architect						
Assistant Architect						
Chief of Engineering Department						
Chief Structural Engineer						
Senior Structural Engineer						
Associated Structural Engineer						
Junior Structural Engineer						
Drafting Structural Engineer						
Chief Mechanical Engineer						
Senior Mechanical engineer						
Associate Mechanical Engineer						
Junior Mechanical Engineer						
Drafting Mechanical Engineer						
Chief Electrical Engineer						
Senior Electrical Engineer						
Associated Electrical Engineer						
Junior Electrical Engineer						
Drafting Electrical Engineer						
Chief Environmental Engineer						
Senior Environmental Engineer						
Junior Environmental Engineer						
Drafting Environmental Engineer						
Fire Protection Engineer						
Supervisory Estimator						
Senior Estimator						
Interior Designer						
Drafter (CAD generator drawing capability)						
Typist/Secretary						
Reproduction Staff						

EXHIBIT II B SUBMISSION REQUIREMENTS October 24, 2018

In order to be considered for an award, the following must be submitted with Offeror’s proposal. This form must be completed and accompany the response to this solicitation:

QUALIFICATION CRITERIA	YES	NO	*DOCUMENT REFERENCE
1. Technical Proposal with completed SF 330			
2. Submittal of Corporate Quality Control Plan			
3. Submittal of Firm’s ES&H Plans			
4. FL-6 – Representations, Certifications & Acknowledgments			
5. Submittal of FL-11 – Organizational Conflict of Interest (OCI) Certification			
6. FL-55 - Submittal of Small Business Subcontracting Plan (If Large Business)			
7. Submittal of FL-105 – Representations Regarding Proprietary Data			
8. Submittal of FL-106 – Patent Terms and Notice of Rights to Request Patent Waiver			
9. Submittal of FL-107 – Rights to Proposal Data (Technical)			
10. Offeror’s Proposal Form (Exhibit II A)			

*Note: Offerors must state in the “Document Reference” column where the support documentation is located in the Offeror’s proposal.



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EXHIBIT III

SAMPLE SUBCONTRACT

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

SUBCONTRACT NO. TBD

**Under U.S. Government
(Represented by the Department of Energy)
PRIME CONTRACT NO. DE-AC02-07CH11359)**

For

Architectural/Engineering (A/E) Professional Services

BETWEEN Fermi Research Alliance, LLC (FRA), a limited liability company, with offices in the vicinity of Batavia, Illinois.

AND

XXXXXXXXXX
("Subcontractor")

This Subcontract is effective for the date of award for a period of five years. The Subcontract is effective from TBD through TBD, the award date is to be determined.

This Subcontract between FRA and XXXXXXXXX is an IDIQ Subcontract with Task Orders for specific scopes of work. The Task Orders will be on a Firm Fixed Price (FFP) basis.

WHEREAS, FRA, pursuant to United States Government Department of Energy Prime Contract No. DE-AC02-07CH11359, is responsible for management and operation of the Fermi National Accelerator Laboratory, and

WHEREAS, FRA, in connection with said responsibility, desires to engage Subcontractor to furnish architectural and engineering professional services, in accordance with the Terms and Conditions of this Subcontract and its exhibits.

Now, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. A Subcontract is placed with Subcontractor for furnishing to FRA the services as set forth herein, and in the below listed Exhibits, which are incorporated into this subcontract and attached hereto:
 - EXHIBIT A Fermi Research Alliance, LLC General Terms and Conditions for Indefinite Delivery/Indefinite Quantity (IDIQ) Subcontracts for Services (Rev 7/18)
 - EXHIBIT B Statement of Work (Rev 8/24/18)
 - EXHIBIT C FL-6 Representations, Certificates & Acknowledgements (Rev 5/18)
 - EXHIBIT D FL-11 Organizational Conflict of Interest Certification (Rev 01/07) and FL-57B Organizational Conflicts of Interest (Rev 1/07)
 - EXHIBIT E FL-12 Restriction Respecting Participation in Construction Work Related to the Facility Designed Under this Subcontract (Rev 1/07)
 - EXHIBIT F FL-20 Preparation of Statement of Work or Specifications. (Rev 1/07)
 - EXHIBIT G FL-55 Small Business Subcontracting Plan (Rev 5/18)
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 - EXHIBIT M Quality Control Plan
 - EXHIBIT N Labor Rates
2. Final acceptance of the work, equipment, material and/or services by FRA or its designee will be as provided in this Subcontract and the attached Exhibits.
3. In the event of an inconsistency between the provisions of this Subcontract, it shall be resolved by giving precedence to this Subcontract document and then the Exhibits in the order listed above.
4. Nothing in this Subcontract shall be deemed as creating any relationship other than that of Buyer and Seller. Subcontractor shall not interpret any clause contained herein as being binding or purporting to bind the United States Government, its officers or agents.
5. **MAXIMUM SUBCONTRACT VALUE:** The total maximum value for this IDIQ Subcontract award, defined as the sum of Subcontractor payment streams associated

with all FFP Task Orders against this IDIQ Subcontract, shall not exceed the amount of \$15,000,000.

6. **MINIMUM GUARANTEED SUBCONTRACT VALUE:** The minimum guaranteed value for this IDIQ Subcontract award is \$10,000, provided that the Subcontractor can demonstrate it has exercised due diligence and made its best efforts to secure a Task Order.
7. **PERIOD OF PERFORMANCE:** This Subcontract will be effective beginning on **TBD**, through and including **TBD**, unless terminated prior to the expiration date delineated herein. The total period of performance of this Subcontract is five years.
8. **SCOPE OF SERVICES:**
 - 8.1 When awarded a Task Order, the Subcontractor shall provide professional Architectural and/or Engineering (A/E) services to FRA at their office locations in support of the Facilities Engineering Services Section Engineering (FESS E) at the Fermi National Accelerator Laboratory (Fermilab) in Batavia, Illinois or at Fermilab as requested. The Statement of Work (SOW) is described in further detail in Exhibit B.
 - 8.2 The Subcontractor shall design/engineer the work under this Subcontract in accordance with recognized architectural and engineering practice and shall comply with the applicable portions of the U.S. Department of Energy and the State of Illinois codes, orders and regulations.
9. **TASK ORDERS:**
 - 9.1 Task Orders will be issued on a FFP basis.
 - 9.2 In general, professional A/E services associated with this Subcontract will be primarily for the operations located at the Fermilab site in Batavia, Illinois. However, Task Orders may be negotiated for services to support design and engineering of projects at sites other than Fermilab. Travel, if required for off-site projects, will be included in the FFP.
 - 9.3 Each Subcontractor with an IDIQ Subcontract for A/E Services may submit a proposal for each Task Order that indicates the scope of the task, a list of proposed deliverables, date of review submittals, and the completion date for the task. These proposals will be in response to the request for proposal (RFP) provided by FRA for each Task Order. Subcontractors shall propose a FFP for a Task Order using the labor rates in Exhibit N.
 - 9.4 The Subcontractor's Task Order proposal shall include proposed hours for each direct labor classification as listed in Subcontract. The subcontractor's task order proposal shall follow the submittal format established in the A/E Consultant Handbook, Section 9.3.5.1 Standard Operating Procedure, Architectural/Engineering Consultant

Tasking. Task order proposals shall contain any proposed travel, materials, and sub-subcontracted costs.

9.5 IDIQ Task Orders will be awarded on a FFP basis in accordance with Exhibit A - Fermi Research Alliance, LLC General Terms and Conditions for IDIQ Subcontracts for Services, Clause 2. Task Order.

9.6 Reporting Requirements. (See Statement of Work)

10. GENERAL SCOPE REQUIREMENTS: Task Orders may include the types of effort as delineated in Exhibit B (Scope of Work). FRA will issue separate Task Orders referencing the IDIQ Subcontract.

11. QUALITY REQUIREMENTS:

11.1 The Subcontractor's Corporate Quality Control Plan at Exhibit M is incorporated into the Subcontract.

11.2 The Subcontractor must submit a task specific Quality Control Plan for each Task Order awarded under this Subcontract.

11.3 All work under Task Orders are to include the appropriate levels of "Value Engineering" and "Quality Control" to assure that the final product is in compliance with the applicable codes and standards and conform to the technical requirements of the project. The Subcontractor will be responsible for the coordination of the design and all quality assurance of work produced by the Subcontractor and its sub-tier subcontractors.

11.4 Quality Control for the 100 percent document submittal must be accomplished by the Subcontractor prior to transmitting to FRA.

12. SUB-TIER SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS:

12.1 Any Sub-tier subcontractors and outside associates or consultants required by the Subcontractor in connection with the services covered by a Task Order issued under the Subcontract will be limited to individuals or firms that were specifically identified and agreed to with FRA during Subcontract and/or Task Order negotiations. The Subcontractor shall obtain the FRA Procurement Administrator's written consent before making any substitution for these sub-tier subcontractors, associates, or consultants after the initial Subcontract or Task Order award.

12.2 The Subcontractor must provide with each Task Order proposal, one-time fully loaded direct rates for new sub-tier subcontractors that will be used in proposing the FFP for the Task Order. FFP shall include any proposed travel, materials, and sub-subcontracted costs.

12.3 As part of a Task Order proposal submittal, the Subcontractor must include a list of proposed Sub-tier subcontractors and associated costs and milestones.

13. INVOICES AND PAYMENTS:

13.1 The Subcontractor must submit certified invoices based on the payment terms established for each Task Order and must specify the Subcontract number and specific Task Order in the invoice.

13.2 Invoices as described herein will be paid net thirty days after receipt and verification by FRA.

13.3 Invoices must be emailed to: apinvoices@fnal.gov

14. ACCEPTANCE: Acceptance occurs upon FRA determination of completion of each Task Order in accordance with the terms of the subcontract and the Task Order. Final acceptance will be at Fermi Research Alliance, LLC, in Batavia, Illinois 60510-0500.

15. RESPONSIBILITIES OF THE SUBCONTRACTOR:

15.1 **RESPONSIBILITY FOR PROFESSIONAL SERVICES:** The Subcontractor is responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by it under this subcontract.

15.2 The Subcontractor warrants that it shall perform its services in accordance with the standards of care and diligence normally practiced by recognized firms in performing services of a similar nature.

15.3 The Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

15.4 Neither the FRA's review, approval, or acceptance of, nor payment for, the services required under this Subcontract and any Task Order thereunder will be construed to operate as a waiver of any rights under this Subcontract or of any cause of action arising out of the performance of this Subcontract and any Task Order thereunder, and the Subcontractor shall be and remain liable to FRA in accordance with applicable law for all damages to FRA caused by the Subcontractor's negligent performance of any of the services furnished under this Subcontract and any Task Order thereunder.

15.5 The rights and remedies of FRA provided for under this Subcontract are in addition to any other rights and remedies provided by law.

15.6 If the Subcontractor is comprised of more than one legal entity, each such entity is jointly and severally liable hereunder.

16. INSURANCE: The Insurance requirements are set out in Exhibit K, and must be met prior to the start of any work under this Subcontract.

17. SAFETY: The Subcontractor is responsible for complying with all relevant safety laws and regulations and for taking all necessary safety precautions in connection with the

performance of the Subcontract and any Task Order thereunder in order to protect all persons and property.

18. PACKAGING REQUIREMENTS: The Subcontractor shall adequately package all material, drawings, or other items required under this Subcontract to prevent damage during shipment to FRA, and will be responsible for paying the costs associated with damages, if occurred, during shipment to FRA.

19. COGNIZANT FRA PERSONNEL:

The Subcontractor shall direct all contractual correspondence (except invoices) to Thomas Powers, Procurement Supervisor at (630) 840-4255 or tpowers@fnal.gov or his designate.

Fermi Research Alliance LLC
Kirk Road and Wilson Street
P.O. Box 500
Batavia, Illinois 60510- 0500

Attention: Thomas Powers / Mail Station 210

Payment shall be made as provided in Exhibits attached hereto. The Subcontractor shall submit certified invoices bearing this Subcontract Number, in duplicate by email to: apinvoices@fnal.gov

IN WITNESS WHEREOF, parties have caused this Subcontract to be executed by their agents duly authorized by the date and year set forth below the respective signatures:

<p>_____</p> <p>BY: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p><u>FERMI RESEARCH ALLIANCE, LLC</u></p> <p>BY: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
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EXHIBIT III A

**FRA GENERAL TERMS AND CONDITIONS FOR INDEFINITE
DELIVERY/INDEFINITE QUANTITY (IDIQ) SUBCONTRACT SERVICES**

**FERMI RESEARCH ALLIANCE, LLC GENERAL TERMS AND CONDITIONS FOR
INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)
SUBCONTRACTS FOR SERVICES**

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CLAUSE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

As used throughout this Subcontract, the following terms have the meanings set forth below:

“CFR” means the Code of Federal Regulations.

“DEAR” means the Department of Energy Acquisition Regulations.

“DOE” means the United States Department of Energy or any duly authorized representative thereof.

“FRA” means Fermi Research Alliance, LLC, acting as operator and manager of the Fermi National Accelerator Laboratory under United States Department of Energy Prime Contract No. DE-AC02-07CH11359, and includes any successor to that Prime Contract or any duly authorized representatives thereof. FRA is the contracting entity for this Subcontract.

“FAR” means the Federal Acquisition Regulation.

“Fermilab” means the physical site and property that is the Fermi National Accelerator Laboratory.

“FRA Procurement Administrator” shall mean the person in charge of administering this Subcontract for FRA or his or her written designee.

“Government” means the Government of the United States acting through the United States Department of Energy or its successor.

“Project Manager” means the manager for this project designated by FRA in this Subcontract.

“Subcontract” means this Subcontract between FRA and the Subcontractor and any task orders issued under this Subcontract. “Sub-subcontracts” means the Subcontractor’s subcontracts.

“Subcontractor” means the party that has entered into this Subcontract with FRA.

When an article, provision, or clause in this Subcontract uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless:

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition in the Subcontract;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

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

1.2 SCOPE OF SUBCONTRACT

The scope of this Subcontract is set forth in the Subcontract, including the Schedule of Articles, and its incorporated documents.

This Subcontract is entered into under FRA's Prime Contract No. DE-AC02-07CH11359 with DOE for the operation and management of the Fermi National Accelerator Laboratory.

1.3 INDEPENDENT CONTRACTOR

The Subcontractor is, and shall act as, an independent Subcontractor and the Subcontractor shall not be or act as the agent, employee or servant of FRA or the Government. Without limiting the generality of the foregoing it is understood and agreed that:

- (a) All persons employed by the Subcontractor in the performance of this Subcontract or any task orders under the Subcontract agreement shall be employees of the Subcontractor and not employees of FRA or the Government,
- (b) This Subcontract does not create a joint employer relationship for FRA or the Government; and
- (c) The Subcontractor shall not enter into any contract with a third party which purports to obligate or bind FRA or the Government.

1.4 ASSIGNMENT

Neither this Subcontract nor any interest therein nor claim thereunder shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by FRA. FRA may assign the whole or any part of this Subcontract to the Government or its designee or to a successor contractor for operation and management of the Fermi National Accelerator Laboratory, and in such event this Subcontract shall continue in full force and effect.

1.5 ACCEPTANCE OF SUBCONTRACT

The Subcontractor's written acceptance of this Subcontract, any task order under this Subcontract, or the performance of any portion of the Subcontract or a task order issued under the Subcontract shall constitute the Subcontractor's unqualified acceptance of this Subcontract and all of the Subcontract's and any task order's terms and conditions. Any alterations made to the documents comprising this Subcontract, any task order under this Subcontract, or any conditions imposed by the Subcontractor upon its written acceptance of this Subcontract or a task order under this Subcontract are not accepted, shall only constitute a proposal for modification of the Subcontract, and shall have no effect on the validity or the Subcontractor's acceptance of this Subcontract, a task order under this Subcontract, and their terms and conditions, anything to the contrary notwithstanding.

CLAUSE 2 - INDEFINITE DELIVERY/INDEFINITE QUANTITY SUBCONTRACT TASK ORDERS

2.1 INDEFINITE DELIVERY / INDEFINITE QUANTITY [REFERENCE: FAR 52.216-20 AND FAR 52.216-22]

(a) This is an indefinite-delivery / indefinite-quantity Subcontract for the services (and any related supplies) specified in the Subcontract. The effective period is stated in the Subcontract. The quantities of services specified in the Subcontract are estimates only and are not purchased by this Subcontract.

(b) Delivery or performance shall be made only as authorized by task orders issued in accordance with the Ordering clause. The Subcontractor shall furnish to FRA, when and if ordered, the services specified in the Subcontract in accordance with the Ordering Limitations clause. FRA shall order at least the quantity of services designated in the Subcontract as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Subcontract, there is no limit on the number of task orders that may be issued. FRA may issue task orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any task order issued during the effective period of this Subcontract and not completed within that period shall be completed by the Subcontractor within the time specified in the task order. The Subcontract shall govern the Subcontractor’s and FRA’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the Subcontract’s effective period; provided that the Subcontractor shall not be required to make any deliveries or perform any services under this Subcontract more than 30 days after the end of the Subcontract’s effective period.

2.2 ORDERING [REFERENCE: FAR 52.216-18]

(a) Any services (and related supplies) to be furnished under this Subcontract shall be ordered by issuance of task orders. Such task orders may be issued during the effective period stated in the Subcontract.

(b) All task orders are subject to the terms and conditions of this Subcontract. In the event of conflict between a task order and this Subcontract, the Subcontract shall control.

(c) Task orders may be issued by electronic commerce methods. Task orders may be issued orally only by the FRA Procurement Administrator. If mailed, a task order is considered “issued” when FRA deposits the task order in the mail.

2.3 ORDERING LIMITATIONS

The total maximum Subcontract value, defined as the sum of Subcontractor payment streams associated with all task orders against this IDIQ Subcontract, shall not exceed the amount stated in the Subcontract.

The minimum guaranteed task order(s) value for this IDIQ Subcontract award is stated in the Subcontract, provided that the subcontractor can demonstrate it has exercised due diligence and made its best efforts to secure an order.

Other than the minimum guaranteed Subcontract value, FRA has no obligation to issue task orders under this IDIQ Subcontract and all task orders are subject to the availability of funding.

2.4 PROCEDURES FOR AWARDING TASK ORDERS WHEN MULTIPLE IDIQ SUBCONTRACTS EXIST

(a) General. FRA may have awarded more than one indefinite delivery/indefinite quantity (IDIQ) Subcontract for the work specified in the Statement of Work (SOW) of this Subcontract. FRA may periodically issue task orders pursuant to the procedures set forth in the paragraphs below. The ordering procedures identified below will be used to select a subcontractor for a task order when there are multiple IDIQ Subcontracts for the scope of work.

(b) Subcontractor Task Order Selection Procedures. Subject to sub-paragraph f. below, FRA will provide each subcontractor with an IDIQ Subcontract encompassing the same type of work a fair opportunity to

be considered for any task order award. In selecting a subcontractor for a task order, FRA may exercise discretion in developing subcontractor selection procedures, as long as it complies with the framework of the selection methods established below. FRA reserves the right to adjust the selection process.

(c) Evaluation Factors. Formal evaluation plans and scoring of proposals are not required when selecting a subcontractor for consideration for a task order under an IDIQ Subcontract. FRA may consider past performance, related experience, technical capabilities, the use of small business concerns for sub-subcontracting work, the proposed price, and any other order specific criteria in making its selection decision.

(d) Down-selections. FRA may perform additional down-selections not specifically identified in the subcontractor selection methods described herein.

(e) Debriefs. FRA will notify the unsuccessful subcontractor(s) they are no longer being considered for a task order and provide an opportunity for debriefings.

(f) Exceptions to Fair Opportunity. FRA will provide each IDIQ subcontractor with the same scope of services fair opportunity to be considered for any task order award unless one of the following exceptions applies:

- 1) FRA's need for the services (and related supplies) is so urgent that providing a fair opportunity would result in unacceptable delays;
- 2) Only one subcontractor is capable of providing services (and related services) required at the level of quality required because the services ordered are unique or highly specialized;
- 3) The task order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under an IDIQ Subcontract, provided that all awardees were given a fair opportunity to be considered for the original task order; or
- 4) It is necessary to place a task order to satisfy a minimum guarantee under an IDIQ Subcontract.

(g) If FRA and the selected subcontractor fail to reach agreement on the price, delivery, or other terms and conditions of a task order, FRA may elect to issue a task order to another IDIQ subcontractor.

2.5 REQUIREMENTS FOR SUBCONTRACTOR'S PROPOSAL FOR A TASK ORDER

FRA will issue a Request for Proposal (RFP) for each task order falling within the scope of this IDIQ Subcontract. The Subcontractor is responsible for the cost of preparing a proposal for a task order in the form and with the content specified in the RFP.

CLAUSE 3 - PROFESSIONAL LICENSES AND PERMITS

The Subcontractor shall maintain all applicable professional licenses and permits in good standing with the appropriate jurisdiction or professional governing body throughout the term of this Subcontract. Subcontractor shall immediately notify FRA of any change in the good standing status of its professional licenses or permits. Failure by the Subcontractor to maintain applicable licenses in good standing or permits is cause for immediate termination of this Subcontract by FRA.

CLAUSE 4 - SITE AND FACILITIES ACCESS

All Subcontractor and lower-tier subcontractor employees requiring access to any Fermilab facility or sites, including on-site or remote access to Fermilab/FRA computer systems, are subject to DOE access restrictions. Any questions should be directed to either the subcontract designated Technical Representative or the FRA Procurement Administrator.

- (a) The Subcontractor shall not assign foreign national (non-U.S. citizen) employees or other personnel to work at any Fermilab facility or site, including through on-site or remote access to Fermilab/FRA computer systems, who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution, or other organization based in a country on the Department of State's List of State Sponsors of Terrorism without prior written approval from DOE Headquarters. Terrorist-sponsoring countries currently include Iran, Sudan and Syria, but may be updated from time to time by the State Department. Requests for access must be submitted to the FRA Procurement Administrator at least 180 days in advance to allow time for approval from the DOE.
- (b) FRA also is required by DOE to document all foreign national employees who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution or organization based in, a sensitive country and who require access to a Fermilab facility or site, including either on-site or remote access to Fermilab/FRA computer systems. To obtain site access, the Subcontractor must provide the place of birth and citizenship for all foreign national employees/personnel working on this subcontract who may access a Fermilab facility or site, including on-site or remote access to Fermilab/FRA computer systems. Employees/personnel from specific sensitive countries may need additional processing and/or be subject to specific restrictions as required by DOE Order 142.3A.

CLAUSE 5 - ENVIRONMENT, SAFETY & HEALTH (ES&H)

The Subcontractor shall take all reasonable precautions in the performance of this Subcontract to protect the health and safety of employees, sub-subcontractor employees, FRA employees, and members of the public, to minimize danger from all hazards to life and property, and to prevent injury to any employees or other persons. The safety of all persons employed by the Subcontractor and its subcontractors on the Fermilab site or Government premises, or any other person who enters on the site or premises for reasons relating to this Subcontract, shall be the sole responsibility of the Subcontractor.

The Subcontractor shall comply with all applicable environmental, safety, health, and fire protection laws, regulations, orders, and requirements (including reporting requirements), including those of DOE. The Subcontractor shall comply with FRA's environmental, safety, and health requirements.

The Subcontractor shall immediately take action to correct any noncompliance with the environmental, safety, and health requirements of this Subcontract. If the Subcontractor fails to comply with the environment, safety, and health requirements, FRA may, without waiver of any other legal or contractual rights or remedies of FRA, issue a stop-work order that stops all or any part of the work under this Subcontract. Thereafter, a start order for resumption of any or all of the work may be issued at the discretion of FRA. The Subcontractor may not make any claim for an extension of time or for compensation or damages in connection with any work stoppage under this provision.

CLAUSE 6 - CHANGES

FRA may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Subcontract, including changes:

- (a) In the description of services to be performed;
- (b) In the time of performance of services;
- (c) In the place of performance of the services;

Any other written order or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from FRA that causes change shall be treated as a change order under this clause, provided that the Subcontractor gives FRA written notice stating (a) the date, circumstances, and source of the order and (b) that the Subcontractor regards the order as a change order.

Except as provided in this clause, no order, statement, or conduct of FRA shall be treated as a change under this clause or entitle the Subcontractor to an equitable adjustment.

If any change under this clause causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the work under a task order issued for this Subcontract, whether or not changed by any such order, FRA shall make an equitable adjustment and modify the task order or Subcontract in writing. No adjustment for any change shall be made for any costs incurred more than 30 days before the Subcontractor gives written notice as required.

The Subcontractor must assert its right to an equitable adjustment under this clause, within 30 days after (a) receipt of a written change order or (b) the furnishing of a written notice submitting to FRA a written statement describing the general nature and amount of the proposal, unless this period is extended by FRA.

No claim by the Subcontractor for an equitable adjustment based on changes made by FRA shall be allowed if asserted after final payment under a task order issued in connection with this Subcontract.

CLAUSE 7 - INSURANCE

Insurance requirements may be issued on either a total Subcontract or task order basis. Before undertaking any work, the Subcontractor shall, except as otherwise approved by FRA, take out and maintain at its own cost and expense, until the work called for under the Subcontract or task order shall be completed and accepted by FRA, the insurance coverages and limits as specified in the Insurance Requirements document issued with the task order.

Unless otherwise indicated in the specific insurance requirements, all general liability and automobile liability policies shall provide that Fermi Research Alliance, LLC, the University of Chicago, Universities Research Association, Inc., and the United States Government are additional insureds, that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution from other insurers of Fermi Research Alliance, LLC, the University of Chicago, Universities Research Association, Inc., and the United States Government are waived.

Before undertaking any work, the Subcontractor must deliver to the FRA Procurement Administrator certificates of insurance as evidence that the insurance requirements of the Subcontract or task order are met. The certificates of insurance also must provide that the insurance will not be canceled or changed except upon no less than 30 days' written notice to the FRA Procurement Administrator.

Before permitting any sub-subcontractor to perform any work relating to this Subcontract, the Subcontractor must require the lower tier subcontractors to provide satisfactory evidence that it meets the same insurance requirements and additional insureds provisions as required by the task order.

The Subcontractor shall indemnify FRA for any expense incurred or loss suffered by FRA for the failure of the Subcontractor to comply with the provisions of this clause or the insurance requirements in the Subcontract Schedule of Articles.

CLAUSE 8 - TERMINATION AND NON-WAIVER OF DEFAULTS

8.1 TERMINATION

FRA may terminate this Subcontract in accordance with the FAR provisions on Termination for Convenience of the Government (Fixed Price), with Alternate I, Default (Fixed-Priced Supply and Service) that are incorporated by reference into these General Terms and Conditions at Clause 14.

In addition, FRA may terminate this Subcontract for any material default by the Subcontractor relating to any Subcontract article, clause, requirement, or task order, including but not limited to the environmental, safety, and health requirements.

8.2 NON-WAIVER OF DEFAULTS

Any failure by FRA at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Subcontract and any task orders issued thereunder shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of FRA at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

The rights and remedies of FRA in this clause are in addition to any other rights and remedies provided by law under this Subcontract.

CLAUSE 9 - LIABILITIES AND INDEMNIFICATION

9.1 LIABILITY FOR INJURIES AND DAMAGES

The Subcontractor assumes the entire responsibility and liability for losses, expenses, damages, demands, suits, and claims in connection with or arising out of any personal injury (including death), and/or damage or destruction or alleged damage to or destruction of property, or economic damages sustained, or alleged to have been sustained, in connection with or arising out of the performance of the work by the Subcontractor, its agents, servants, employees, subcontractors, and consultants, save and except that the Subcontractor, its agents, servants, employees, subcontractors, and consultants shall not be liable for the sole negligence of FRA.

9.2 INDEMNIFICATION

The Subcontractor shall indemnify and hold harmless FRA, The University of Chicago, Universities Research Association, Inc., and the United States Government, their officers, agents, servants, and employees from any and all liability for losses, expenses, damages, demands, and claims, and shall defend any claim, suit, or action brought against any or all of them based on any alleged personal injury or property damage, and shall pay any damages, costs, and expenses, including attorneys' fees, in connection with or resulting from such claim, suit, or action that arise in whole or in part from:

- (a) Subcontractor's breach of any term or provision of the subcontract documents or task orders, or

- (b) any negligent or willful act or omission of the Subcontractor, its employees, agents, of subcontractors, material suppliers, or anyone for whose acts they may be liable, regardless of whether such liability, claim, damage, loss, penalty, forfeiture, fine, or suit is caused in part by a party indemnified hereunder.

The obligations of the Subcontractor under this Clause regarding liability and indemnification will survive the final completion or termination of this Subcontract.

9.3 ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE

The Subcontractor assumes all risks and responsibility for damage to its work and materials from fire, earthquake, storm, or other causes prior to the completion and final acceptance of the work by FRA. The Subcontractor shall, at its own expense, repair and/or replace any work or materials damaged or destroyed.

9.4 THEFT

This clause applies to all work performed at the Fermilab site. Necessary precautions for safeguarding material and equipment will be the responsibility of the Subcontractor. The following procedures are to be followed in the event of theft of Subcontractor property or FRA furnished property:

- (a) Immediately notify the Site Patrol by telephone 630/840-3414.

- (b) Follow this with a written report including:

Name and phone number of person making report.

Description of missing property; i.e., make and color (if available), model number, serial number and value. Indicate ownership, if Government, furnish Government Identification No.

Date and time theft took place or was discovered.

Date and time property was last known to be in proper place.

Any other information which might be pertinent.

- (c) Submit a copy of report to FRA Procurement Administrator.

CLAUSE 10 - LAWS AND REGULATIONS; DISPUTES; AND APPLICABLE LAW

10.1 LAWS AND REGULATIONS

All delivered items and all services performed under this Subcontract shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, codes, rules and regulations (including DOE regulations), including but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety. The Subcontractor also shall comply with the Contractor Requirements Document (CRD) of any DOE Directive referenced within the Subcontract or these General Provisions.

10.2 DISPUTES

The parties agree to cooperate in resolving any claims, controversies or disputes that may arise out of or relate to this Subcontract and any task order thereunder, the breach thereof. The parties are committed to resolving any Disputes in an amicable, professional and expeditious manner so as to avoid any unnecessary costs or delays to the work under any task order.

10.3 APPLICABLE LAW

To the extent that Federal law does not exist and state law could become applicable to this Subcontract, the Law of Illinois shall apply.

CLAUSE 11 - RELEASE OF INFORMATION

The Subcontractor agrees that information regarding this Subcontract, any data developed or obtained in the course of performing this Subcontract, and the name of FRA, Fermi National Accelerator Laboratory, Fermilab, the United States Government, or the United States Department of Energy shall not be disclosed in any publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information without prior written approval from the FRA Procurement Administrator.

CLAUSE 12 - NOTIFICATIONS

The Subcontractor shall immediately notify the FRA Procurement Administrator in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontract, the cost of which is or is claimed to be reimbursable under this Subcontract.

The Subcontractor agrees to notify FRA of any government tax, fee, or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract which the Subcontractor has reason to believe may be inapplicable or invalid, and which would be reimbursable under this Subcontract of for which FRA has claimed an exemption. The Subcontractor also agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by FRA, and to take such steps as may be required by FRA to cause such tax, fee, or charge to be paid under protest and, if so directed by FRA, to cause to be assigned to FRA or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit FRA or its designee to join with the Subcontractor in any proceedings for the recovery thereof or to sue for recovery in the Subcontractor's name.

If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract or any task order, it shall immediately notify the FRA Procurement Administrator in writing of such circumstances, and the Subcontractor shall take whatever action is reasonably necessary to resolve such circumstances within the shortest possible time.

CLAUSE 13 - ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Subcontract shall consist of the Subcontract document (including any signature page), these General Terms & Conditions for IDIQ Professional Services, all task orders issued under the Subcontract, and any other referenced or incorporated clauses, provisions, and documents. Together, they are the entire agreement between the parties concerning the subject matter and they supersede all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these General Terms & Conditions, including the FAR and DEAR clauses incorporated by reference; (c) any specifications or drawings; (d) other documents listed in the Subcontract Article entitled *Incorporated Documents*, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, or documents.

CLAUSE 14 - SPECIAL GOVERNMENT FLOW DOWN PROVISIONS

The Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses listed below are incorporated by reference into this Subcontract and task orders, with the same force and effect as if they were written out in full verbatim text. The full texts of the clauses are located in Chapters 1 and 9 of Title 48 of the Code of Federal Regulations and are available at <https://www.gpo.gov/fdsys/> or <http://farsite.hill.af.mil/>.

The versions of the FAR or DEAR clauses that are in force at the time of execution of this Subcontract are the versions that apply.

The threshold categories below are additive, meaning that the clauses listed for each threshold level apply to any task order within that or any higher threshold level of applicability.

As used in these incorporated clauses, the following terms will have the meanings listed below:

“Contract” shall mean a task order under this Subcontract

“Contractor” shall mean the Subcontractor

“Subcontractor” in lower case shall mean the Subcontractor’s subcontractors (i.e., lower tier subcontractors)

“Government” and “Contracting Officer” shall mean FRA, except as specifically noted below

The Subcontractor shall include the listed provisions in its sub-subcontracts, at any tier, to the extent applicable.

THE FOLLOWING CLAUSES APPLY TO ALL TASK ORDERS

- | | |
|---------------|---|
| FAR 52.203-5 | COVENANT AGAINST CONTINGENT FEES |
| FAR 52.204-9 | PERSONAL IDENTITY VERIFICATION OF SUBCONTRACTOR PERSONNEL |
| FAR 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
Applies if subcontractor has federal contract information residing in or transiting through its information system |
| FAR 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS .
Applies if the Subcontract involves any further subcontracting opportunities. |
| FAR 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |
| FAR 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION
Subsections (a) through (d) only apply if Subcontract involves laborers or mechanics and is not for “commercial items” (defined in FAR) |
| FAR 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES |
| FAR 52.222-26 | EQUAL OPPORTUNITY
NOTE: DOWNLOAD THE EEO POSTER AT:
https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf |
| FAR 52.222-50 | COMBATING TRAFFICKING IN PERSONS |
| FAR 52.222-55 | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 |
| FAR 52.223-18 | ENCOURAGING POLICIES TO BAN TEXT MESSAGING WHILE DRIVING |

Applies to driving on Fermilab site or DOE owned or leased property.

FAR 52.224-1	PRIVACY ACT NOTIFICATION
FAR 52.224-2	PRIVACY ACT
FAR 52.225-1	BUY AMERICAN ACT – SUPPLIES
FAR 52.225-8	DUTY-FREE ENTRY
FAR 52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES
FAR 52.227-3	PATENT INDEMNITY
FAR 52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT
FAR 52.227-14	RIGHTS IN DATA – GENERAL (MAY 2014), with ALTERNATE V and DEAR 927.409(d)(3), and substituting paragraph (a) with DEAR 927.409(a).

Applies if any “data” will be produced, furnished, or acquired under the Subcontract.

If delivery of Limited Rights Data (as defined in FAR 52.227-14(a)) is required, then ALTERNATE II applies, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice:

1. Use (except for manufacture) by support services contractors or subcontractors;
2. Evaluation by non-government evaluators;
3. Use (except for manufacture) by other contractors or subcontractors participating in the Government’s program of which the specific subcontract is a part;
4. Emergency repair or overhaul work; and
5. Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation or for emergency repair or overhaul work.

If delivery of Restricted Computer Software (as defined in FAR 52.227-14(a)) is required, then ALTERNATE III applies.

FAR 52.232-1	PAYMENTS
FAR 52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS
FAR 52.242-14	SUSPENSION OF WORK
FAR 52.242-15	STOP-WORK ORDER
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS () Applies to Subcontractor’s sub-subcontracts for commercial items
FAR 52.245-1	GOVERNMENT PROPERTY, with ALTERNATE I
FAR 52.246-4	INSPECTION OF SERVICES – FIXED PRICE
FAR 52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE),
with ALTERNATE I

FAR 52.249-8 DEFAULT (FIXED-PRICED SUPPLY AND SERVICE)

DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR SUBCONTRACTOR EMPLOYEES
Applies if the Subcontract involves any work at the Fermilab site or DOE-owned or leased
property.

DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS
Applies if any nuclear technology information will be made available to foreign nationals of
sensitive foreign nations.

DEAR 952.204-77 COMPUTER SECURITY
Applies if Subcontractor has access to any computers owned, leased, or operated by or on behalf
of FRA or DOE.

DEAR 952.227-82 RIGHTS TO PROPOSAL DATA
Applies if the Subcontract is based on a technical proposal

DEAR 952.247-70 FOREIGN TRAVEL

DEAR 927.303(c) FACILITIES LICENSE

DEAR 970.5208-1 PRINTING
Applies if the Subcontract requires printing.

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES
Applies if the Subcontract involves work at the Fermilab site or on Government -owned or leased
property.

DEAR 970.5225-1 COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS

DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION
Paragraphs (a) through (h) are the only portions incorporated by reference into this Subcontract.
Applies where costs incurred are a factor in determining the amount payable to the subcontractor.
In this clause, "Government" shall mean the United States Government; "Contracting Officer"
shall mean the DOE Contracting Officer for Prime Contract No. DE-AC-2-07CH11359; and "DOE"
shall mean the Department of Energy and FRA.

**THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS THE SIMPLIFIED
ACQUISITION THRESHOLD, DEFINED IN FAR PART 2**

FAR 52.203-6 RESTRICTIONS ON SUB-SUBCONTRACTOR SALES TO THE GOVERNMENT

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO
INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS

FAR 52.215-2 AUDITS AND RECORDS-NEGOTIATION

FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS
Applies to Subcontracts for services.

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES

DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST, with ALTERNATE I

Applies if the Subcontract involves advisory and assistance services as defined in FAR 2.101

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$2,500

- FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS
- FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
- FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT
Applies if not a multiple year or option contract.

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$3,500

- FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$10,000

- FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$15,000

- FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER IS FOR \$30,000 OR MORE

- FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$35,000

- FAR 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
Applies to Subcontracts that are not for Commercial Off-the-Shelf Items

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$100,000

- FAR 52.227-1 AUTHORIZATION AND CONSENT
- DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
In this clause, “Government” shall mean the United States Government and “Contracting Officer” shall mean the DOE Contracting Officer for Prime Contract No. DE-AC-2-07CH11359

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$150,000

- FAR 52.203-7 ANTI-KICKBACK PROCEDURES
Excluding paragraph (c)(1)
- FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$500,000

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS
Applies to services contracts, including construction services.

DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$750,000

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
Applies if certified cost or pricing data is required.

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA –
MODIFICATIONS
Applies if certified cost or pricing data is required.

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
Applies if certified cost or pricing data is required.

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS
Applies if certified cost or pricing data is required.

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

FAR 52.230-2 COST ACCOUNTING STANDARDS
Applies if the Subcontract is with a large business; is for other than a “commercial item” as defined in FAR 2.101; and is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2.

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
Excluding paragraph (b). Applies if the Subcontract is with a large business; is for other than a “commercial item” as defined in FAR 2.101; is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2; and the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2.

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$700,000

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN
Applies unless the Subcontractor is a small business or there are no subcontracting possibilities

THE FOLLOWING CLAUSES APPLY IF THE TASK ORDER EXCEEDS \$5,500,000

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
Applies if the Subcontract has a performance period of more than 120 days. All disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the DOE Inspector General, with a copy to the FNAL DOE Contracting Officer.

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S)
Modified by DEAR 903.1004. Applies unless subcontract is for the acquisition of a commercial item or is performed entirely outside of the United States. Download the required Poster at <https://energy.gov/ig/downloads/office-inspector-general-hotline-poster>

THE FOLLOWING CLAUSE APPLIES TO TASK ORDERS SET ASIDE OR RESERVED FOR OR AWARDED ON A SOLE SOURCE BASIS TO HUBZONE SMALL BUSINESS CONCERNS:

FAR 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD
Agreements limiting sub-subcontracting in sub-paragraphs (d) – (g) apply.

(END OF GENERAL TERMS AND CONDITIONS FOR IDIQ SUBCONTRACTS FOR SERVICES)

EXHIBIT III B
STATEMENT OF WORK

Exhibit III- B - Statement of Work

FESS Engineering
General Architectural/Engineering (A/E) Professional Services

August 24, 2018

Version Control

Approvals for this document will be required from:

Responsible Person: Tom Powers FRA Finance Section/Procurement
Project Manager: Russ Alber FRA FESS Engineering Department

Revision History			
Revision	Responsible Person	Date	Description of Changes
Original	T. Powers	August 24, 2018	Original

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Acronyms and Abbreviations

A/E	Architect/Engineer
DOE	U.S. Department of Energy
EA	Environmental Assessment
EOI	Expression of Interest
ESH&Q	Environment, Safety, Health, and Quality Section
EVMS	Earned Value Management System
FESHM	Fermilab Environment, Safety, and Health Manual
FESS	Facilities Engineering Services Section
FFP	Firm Fixed Price
FNAL	Fermi National Accelerator Laboratory (Fermilab)
FPA	Fire Protection and Life Safety Analysis
FRA	Fermi Research Alliance LLC
FSO	Fermilab DOE Site Office
RFI	Request for Information
RFP	Request for Proposal
SEB	Source Evaluation Board
SOW	Statement of Work

A. INTRODUCTION/PURPOSE

FRA's Facilities Engineering Services Section Engineering (FESS E) Department at the Fermi National Accelerator Laboratory (Fermilab) in Batavia, Illinois, is responsible for managing a wide variety of alterations, repairs, and new construction projects ranging in total project costs from a few thousand dollars up to several million dollars. Typical projects include new industrial buildings and utility installations, building additions, interior office alterations, repairs, HVAC equipment and systems, cooling water piping and equipment, low and high voltage electrical, and demolitions.

This SOW relates to professional A/E Services provided by FESS E to fulfill these responsibilities.

B. GENERAL SCOPE

The A/E shall furnish the personnel, facilities, equipment, materials, travel, and supplies necessary to perform various General Architectural/Engineering (A/E) Services tasks, when ordered by FRA's Procurement, and as required by FESS E at Fermilab in Batavia, Illinois, or at designated off-site locations, for Fermi Research Alliance, LLC (FRA).

The General A/E shall perform all tasks in-house or use a team of sub-tier subcontractors approved by FRA to provide complete coverage for all possible task assignments listed in Section D – Scope Requirements, hereinafter referred to as the Work.

A/E services shall include all normal and customary professional A/E services per the Illinois Architecture, Professional Engineering, and Structural Engineering Practice Acts required of a qualified, professionally licensed A/E and its sub-tier subcontractors, and complete the various tasks in accordance with FRA's requirements as outlined herein and in any Task Orders, as well as applicable portions of the U.S. Department of Energy and the State of Illinois codes, orders, and regulations.

C. TASK ORDERS

1 Task Orders

1.1 Task Orders are awarded in accordance with the terms and conditions of the Subcontract.

1.2 In general, A/E professional services associated with this Subcontract will be for the facilities and infrastructure located at the Fermilab site in Batavia, IL. .

2 Reporting Requirements

Reporting requirements will be designated in the Task Order. For all Task Orders, the Subcontractor shall provide the following submittals and reporting information:

2.1 SCHEDULE

The A/E shall submit a schedule for the design work within 15 days of receipt of the Task Order for the initial subcontract and any change order thereafter. The schedule shall include milestones at the completion of major activities including project reviews.

2.2 MONTHLY SUBMITTALS

The following information shall be submitted monthly:

2.2.1. Narrative description of project progress.

2.2.2 If the Task Order requires Earned Value Reporting System (EVMS):

2.2.3 Schedule Update including the following (if the Task Order requires Earned Value Reporting System (EVMS):

- Actual Start Dates for activities begun during the status period;
- Actual Finish Dates for the activities completed during the status period;
- Physical Percent Complete for those activities started but not complete;
- Forecast completion dates for activities started but not yet completed;

2.2.4 Earned Value Reporting:

- Budgeted Cost of Work Scheduled (BCWS);
- Budgeted Cost of Work Performed (BCWP);
- Actual Cost of Work Performed (ACWP);
- Budget at Completion (BAC);
- Variance report for activities outside the established thresholds;

2.2.5 Resource Loaded Schedule and Schedule of Values;

At the start of each phase of work, the A/E is to provide a resource-loaded schedule of its work for FRA's review and approval. In addition, a schedule of values by month shall be required. The schedule shall be used to track cost and schedule progress using earned value management techniques.

D. SCOPE REQUIREMENTS

1 General Requirements List

The subcontractor shall be able to accomplish various tasks including but not limited to, the following general requirements:

- Condition Assessments
- Project Definition and Requirements Reports
- Conceptual Designs, Schematic Designs, and Design Developments (aka Conceptual Design Reports and Project Execution Plans)
- Project Design and Drawing Documents for all phases of the project and for various procurement vehicles (T&M, FFP, Design/Build, and CMGC)
- Construction Documents
- Procurement and RFP Support
- Delivery of Drawings in AutoCAD format
- Cost Estimating as appropriate for all phases of the project
- Project Scheduling
- Construction Phase Support
- Value Engineering Analysis
- Alternatives Analysis

- U.S. Department of Energy (DOE) High Performance Sustainable Building (Guiding Principle) Assessments
- Net Zero Building Assessments and Designs
- Site Planning
- Master Planning
- Repair and Alteration Design for Firm Fixed Price Procurements

2 Architectural Requirements List

The subcontractor shall be responsible for the design, repair, alterations, and new construction for office and industrial facilities. The subcontractor shall have the capability to provide architectural support for the following tasks:

- Presentation techniques including 3D computer renderings, animations, and solid models (including proficiency in Sketchup, Rhinoceros, and AutoCAD Revit)
- Interior Design for New and Existing Facilities
- Furniture Selections
- Building Code Analysis
- Landscape Architecture and Sustainable Site Designs
- Acoustical Designs

3 Civil Engineering Requirements List

The subcontractor shall be responsible for the design and construction for industrial facilities. The subcontractor shall have the capability to provide civil support for the following tasks:

- Soil Investigation and Geotechnical Analysis
- Wetland Delineation and Reports
- Environmental Permit Application Development
- Storm Water Pollution Prevention Plans (SWPPP)
- Soil Erosion and Sedimentation Control Plans
- Surface Water Hydrologic Calculations
- Storm Sewer Hydraulic Calculations
- Topographic Surveys
- Cooling Pond Design
- Sanitary Sewer Collection System Design and Permitting
- Decommissioning and Demolition Design
- Pavement Design Calculations
- Parking Lot Lighting Design and Calculations

4 Electrical Engineering Requirements List

The subcontractor shall be responsible for the design and construction for industrial facilities. The subcontractor shall have the capability to provide electrical support for the following tasks:

- High Voltage (345KV) transmission systems including substations and switchgear
- Medium Voltage power distribution systems including substations, switchgear, feeder systems, and short circuit analysis
- ETap electrical system modeling software

- 480V/277V/208V/120V power and lighting distribution systems
- Interior lighting system modeling software
- Small and large capacity uninterruptible power supply systems (UPS)
- Large capacity, <1500KVA, standby and emergency power generating equipment and installations
- Experience with harmonic analysis and mitigation techniques
- Experience with data and communication systems infrastructure including telephone, data, and LAN/WAN copper and fiber optics
- Ability to investigate, analyze, and document electrical systems in accordance with NFPA-70E
- Technology Designs
- Audio/Visual Designs

5 Fire Protection Engineering Requirements List

The subcontractor shall be responsible for the design and construction for industrial facilities. The subcontractor shall have the capability to provide fire protection support for the following tasks:

- Familiar with DOE Order 420.1B Facility Safety, Illinois State, federal and local regulations, and associated standards pertaining to fire and life safety including but not limited to: International Building Code, International Fire Code, and National Fire Protection Association codes and standards. The most commonly used NFPA pamphlets used are: NFPA 1, NFPA 13, NFPA 15, NFPA 20, NFPA 25, NPFA 13, NFPA 30, NFPA 72, NFPA 75, NFPA 90A, NFPA 101, NFPA 318, NFPA 750, and NFPA 2001
- Experience with fire modeling, using fire modeling software recognized by the National Institute of Standards and Technology, Building and Fire Research Laboratory
- Knowledgeable of the requirements for the use, storage, and control of hazardous or flammable liquids/materials
- Fire Protection and Life Safety Analysis Reports
- Familiar with fire prevention principles, practices, and techniques related to the Occupational Health and Safety concepts
- Hydraulic, Battery, and Notifications Appliance Circuit Voltage Drop Calculations. FRA uses HRS-HASS for hydraulic calculations.
- Underground Structures

6 Mechanical Engineering Requirements List

The subcontractor shall be responsible for the design and construction for industrial facilities. The subcontractor shall have the capability to provide mechanical support for the following tasks:

- Building Energy Modeling using CDS Trace
- ASHRAE 55/62.1 Calculation and documentation
- Renewable/Clean Energy Project Assessment
- Commissioning Services
- Chilled Water System Designs
- Low Conductivity Water System Designs
- Data Center HVAC System Designs

7 Structural Engineering Requirements List

The subcontractor shall be responsible for the design and construction for industrial facilities. The subcontractor shall have the capability to provide structural support for the following tasks:

- Specification of Materials
- Soil Investigation and Geotechnical Analysis
- Structural Testing
- Assessment, Repair, and Modification of Existing Buildings and Structures
- Code Reviews
- Finite Element Analysis
- Elastic Foundation Analysis
- Structural Planning using experience based criteria
- Structural Concrete Design and Detailing
- Structural Steel Design and Detailing
- Shallow Foundation Design and Detailing
- Deep Foundation Design and Detailing
- Forensic Structural Investigations
- Design of Underground Enclosures
- Design of Earth Retention Systems
- Design and Analysis of Prestressed and Post-Tensioned Concrete

8 Quality Requirements

The Subcontractor shall submit with each Task Order proposal, a Corporate Quality Control Plan that details the means and methods the Subcontractor shall use to ensure that the work meets an acceptable quality level specified in the Task Order proposals.

All tasks shall include the appropriate levels of “Value Engineering” and “Quality Control” to assure that the final product complies with the applicable codes and standards, and conforms to the technical requirements of the project. The Subcontractor is responsible for the coordination of the design across all disciplines and all quality assurance of work produced by the Subcontractor and their sub-tier subcontractors.

Quality Control for the 100 percent document submittal shall be accomplished by the Subcontractor prior to transmitting to FRA.

E. SUB-TIER SUBCONTRACTORS AND OUTSIDE ASSOCIATES

Any known sub-tier subcontractors and outside associates or consultants required by the Subcontractor in the performing the work, shall be limited to individuals or firms that were specifically identified and agreed to with FRA during this subcontract solicitation. The Subcontractor must obtain FRA Procurement Administrator’s written consent before making any substitution for these sub-tier subcontractors, associates, or consultants after the initial purchase order agreement has been established.

The Subcontractor must provide with the proposal, the overhead, profit, and other cost multipliers that shall be applied to sub-tier subcontractor work.

F. RESPONSIBILITIES OF THE SUBCONTRACTOR

1 Responsibility for Professional Services

The completed designs shall be clear, definite, comprehensive, and developed to appropriate scales of detail to be conducive to construction bidding. The A/E is responsible for performing the work in accordance with professional standard practices and FRA requirements identified in this Statement of Work.

1.1 QUALITY

- The Subcontractor is responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished under this subcontract.
- The Subcontractor warrants that it shall perform its services in accordance with the standards of care and diligence normally practiced by recognized firms in performing services of a similar nature.
- The Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

1.2 REQUIREMENTS FOR PROFESSIONAL REGISTRATION

Subcontractor shall ensure that architects or engineers registered to practice in the professional field involved in a State, the District of Columbia, or an outlying area of the United States, shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

Final Designs approved for construction shall be submitted with a cover letter from the Subcontractor containing all signatures and engineers' seals required for the project.

2 Safety

A/E employees performing field work (e.g., inspections) on the FRA site shall perform such work in compliance with FRA safety requirements. The A/E shall prepare a Job Safety Analysis for FRA review and approval covering its field work. Any A/E employees who perform field work shall complete a FRA safety orientation. Those A/E employees performing field work may also be required by FRA to attend other safety training for specific hazards encountered during the work.

A/E designs shall support compliance with the Fermilab Environment, Safety, and Health Manual (FESHM). FESHM contains FRA's policies and procedures designed to manage environmental, safety, and health (ES&H) hazards in accordance with the requirements of the Work Smart (WS) set of ES&H standards attached to the DOE contract.

3 Cost Estimates

The A/E shall prepare estimates of the construction contract price at various times during the design process that are sufficient to ensure that the design remains within FRA's construction contract price limit as the design is developed. The cost estimates shall be in the UniFormat cost estimating framework. At a minimum, the A/E shall prepare and submit construction contract price estimates at the following design milestones.

- 100% Preliminary Design Cost Estimate (Class 3)
- 60% Final Design Cost Estimate (Class 2)

- 90% Final Design Cost Estimate (Class 1)
- 100% Final Design Cost Estimate (Class 1)

4 Design Document Coordination

The A/E shall confirm that all design documents are coordinated at each phase of the design process and coordinated prior to completion of the Final Design phase so that all interfaces between system components and equipment are clearly shown in design drawings and are cohesive, without exception.

5 Project Reviews

The Subcontractor shall participate in or support FRA's project processes, such as Design Reviews, Comments and Compliance Reviews, FRA Director's Reviews, DOE Independent Design Reviews, Submittals, RFIs, and Change Control, in accordance with FRA project specific procedures.

G. HANDBOOKS, MANUALS, GUIDES, AND CAD STANDARDS

The subcontractor shall perform its work under this subcontract in accordance with the following documents:

- FRA's A/E Consultant Handbook dated April 2008 [A/EConsultantHandbook.pdf](#)
- FRA's GIS Standard Manual dated March 2015 [GISStandardsManual.pdf](#)
- FRA's Design Guides dated March 2015 [Design-Guide.pdf](#)
- FRA's CAD Standard Manual dated March 2015 [CADStandardManual.pdf](#)
- FRA's Building Information Modeling (BIM) Guide dated March 2015 [BIM_Guide.pdf](#)
- FRA's Graphic Standards [designstandards/templates/](#)

End of Document

EXHIBIT III C

FL-6 REPRESENTATIONS, CERTIFICATION & ACKNOWLEDGMENTS

REPRESENTATIONS, CERTIFICATION & ACKNOWLEDGMENTS

Name and Address of Offeror:	RFQ/RFP/IFB No.
	Date of Offer

“Offeror” include “Bid” or “Bidder”

The offeror represents and certifies as part of this offer that (Check or Complete all applicable boxes or blocks):

1. TYPE OF BUSINESS ORGANIZATION

It operates as an individual a partnership, a nonprofit organization, a joint venture, or a corporation, incorporated under the laws of the State of _____, or country, _____, if a foreign entity.

2. PLACE OF SUBCONTRACT PERFORMANCE

Principal place of subcontract performance (if different from the Offeror’s address) will be at:

Street Address _____
 City _____, County _____, State _____, Zip Code _____
 Congressional District _____, Name & Address of Owner _____ & Operator of the
 Plant _____ or facility of other _____ than Offeror.

3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

- (a) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It has, has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance, reports, signed by proposed sub-subcontractors, will be obtained before sub-subcontract awards.

4. AFFIRMATIVE ACTION COMPLIANCE

(Non-construction work)

- (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.

5. SMALL BUSINESS PROGRAM REPRESENTATIONS

(a) *Representations.*

- (i) The Offeror represents as part of its offer that it is, is not a **small business concern**.
- (ii) *[Complete only if the Offeror represented itself as a small business concern in paragraph (a)(i) 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.

- (iii) *[Complete only if the Offeror represented itself as a small business concern in paragraph (a)(i) of this provision.]*

The Offeror represents as part of its offer that it is, is not a woman owned small business concern.

- (iv) *[Complete only if the Offeror represented itself as a small business concern in paragraph (a)(i) of this provision.]* The

Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

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

(iv) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (a)(i) of this provision.]* The offeror represents as part of its offer that it is, is not, 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 of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR 126.

(b) *Definitions.* As used in this provision –

- (i) “Service-disabled veteran-owned small business concern means a small business concern;
 - (A) 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 serviced-disabled veterans; and

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

(ii) 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(6).

(iii) "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.

(iv) "Veteran-owned small business concern" means a small business concern –
(A) Not less than 51 percent of which is owned by one or more veterans as described in 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;

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

(v) "Women-owned small business concern" means a small business concern –
(A) 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

(B) Whose management and daily business operation are controlled by one or more women.

6. BUY AMERICAN ACT CERTIFICATE

(Applicable only if the subcontract includes the FL-2 for supplies, the FL-4 for services, or the FL-90 For R&D)

(a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause entitled "Buy American Act-Supplies" of the FL-2, the FL-4 or the FL-90 and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line item No.	Country or Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) Fermi Research Alliance LLC (FRA) will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

7. NOTICE OF BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAY 2014)

7.1 Definitions. As used in this clause--

(a) Commercially available off-the-shelf (COTS) item—

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (i) of the definition at FAR 2.101);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(i) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

(c) Cost of components means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (i) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

- (d) Domestic construction material means--
 - (i) An unmanufactured construction material mined or produced in the United States;
 - (ii) A construction material manufactured in the United States, if--
 - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (B) The construction material is a COTS item.
- (e) Foreign construction material means a construction material other than a domestic construction material. United States means the 50 States, the District of Columbia, and outlying areas.

7.2 Domestic preference.

- (a) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs 7.2(b) and 7.2(c) of this clause.
- (b) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:
- (c) The Contracting Officer may add other foreign construction material to the list in paragraph 7.2(b) of this clause if the Government determines that--
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

7.3 Request for determination of inapplicability of the Buy American statute.

- (a) (i) Any Contractor request to use foreign construction material in accordance with paragraph 7.2(c) of this clause shall include adequate information for Government evaluation of the request, including--
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph 7.2(c) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph 7.4 of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (b) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph 7.2(c)(i) of this clause.
- (c) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American statute.¹

7.4 Data. To permit evaluation of requests under paragraph 7.3 of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) ¹
Item 1			
Foreign construction material			

- Domestic construction material
- Item 2
- Foreign construction material
- Domestic construction material

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

8. COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirement of 38 U.S.C. 5212(d) (i.e., if it has any contract or subcontract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veteran, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

9. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The prices in this offer have been arrived at independently, without, for the purpose of restricting completion, an 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;

(b) 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

(c) 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.

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

(i) 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 (a) through (c) above; or

(ii) (A) 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 sub paragraphs (a) through (c) above _____ (insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this proposal, and the title of his or her position in the Offeror's organization);

(B) As an authorized agent, does certify that the principals named in subdivision (d)(ii)(A) above have not participated, and will not participate, in any action contrary to subparagraphs (a) through (c) above; and

(C) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) through (c) above.

(e) If the Offeror deletes or modifies subparagraph (b) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

10. CERTIFICATION OF NONSEGREGATED FACILITIES

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the subcontract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed sub-subcontractors for specific time periods) it will –

(i) Obtained identical certifications from proposed Subcontractor before the award of subcontracts under which the sub-subcontractor will be subject to the Equal Opportunity clause:

(ii) Retain the certifications in the files; and

(iii) Forward the following notice to the proposed sub-subcontractor (except if the proposed sub-subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUB-SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Non-Segregated Facilities must be submitted before the award of a sub-subcontract under which the

sub-subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each sub-subcontract or for all sub-subcontracts during a period (i.e. quarterly, semiannually, or annually).

11. TAXPAYERS IDENTIFICATION

(a) *Definitions.* (i) "Common parent," as used in this solicitation 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.

(ii) "Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(iii) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) *Taxpayer Identification Number (TIN).*

TIN: _____

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 U. S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state or local government;

Other. State basis _____

(c) *Corporate status.*

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(d) *Common Parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name, address, and TIN of common parent:

Name _____

TIN _____

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

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

(A) The Offeror and/or any of its Principals –

(1) Are, are not presently debarred, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.

(2) Have, have not, within a 3-year period preceding this offer been convicted of 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, or receiving stolen property; and

(3) 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 subparagraph (a)(i)(A)(2) of this certification.

(B) The Offeror has, has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(ii) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management of supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment, and similar position).

(b) The Offeror shall provide immediate written notice to FRA if, at any time prior to subcontract 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 FRA may render the Offeror non-responsible.

(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 certification. 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 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 FRA and the Government, FRA may terminate the subcontract resulting from this solicitation for default.

13. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(Applicable only if subcontract exceeds \$100,000)

(a) The definitions and prohibitions contained in the clause, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, (FL-1 or the FL-90, as appropriate), are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 –

(i) 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 his or her behalf in connection with the awarding this subcontract;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, offeror shall complete and submit with its offer, OMB standard from LLL, Disclosure of Lobbying Activities, to FRA; and

(iii) He or she will include the language of this certification in all sub-subcontract awards at any tier and require that all recipients of sub-subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form 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:

14. ACKNOWLEDGEMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:

Amendment No.	Date	Amendment No.	Date

AUTHENTICATION BY OFFEROR

Name of Offeror: _____

By: _____
(Name of Person Authorized to Sign)

Name and title of Signor: _____

Date Signed: _____

NOTE: Offerors must provide accurate and complete information as required by this Solicitation and its attachments. The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

15. COMPLIANCE WITH PRIVACY REQUIREMENTS

By submission of its offer, Offeror certifies that it shall assist FRA in complying with section 208, of the E-Government Act of 2002, and Office of Management and Budget (OMB) directives related to the privacy requirements of the Privacy Act of 1974, as amended at Title 5 United States Code (U.S.C.) 552a. Offeror further certifies that it shall ensure all of employees are aware of their responsibility for Safeguarding Personally Identifiable Information and complying with the Privacy Act as specifically required under its subcontract.

EXHIBIT III D

FL-11 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) CERTIFICATION

FL-57B ORGANIZATIONAL CONFLICTS OF INTEREST

ORGANIZATIONAL CONFLICT OF INTEREST (OCI) CERTIFICATION

RFQ or RFP # _____

I. REPRESENTATION/DISCLOSURE STATEMENT OF THE OFFEROR

[Explanation: The Offeror must complete either A or B of this section, but not both of the following Statements. If the Offeror perceives no OCI in connection with its organization's performance of the Statement of Work under this solicitation, the block for the OCI Representation Statement at subsection A should be checked. If the Offeror has identified possible OCI in connection with its organization's performance of the Statement of Work, the block for the OCI Disclosure Statement at subsection B should be checked, and the relevant information disclosed.]

A. OCI Representation Statement

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past (within the past twelve months), present, or currently planned interest or activity (financial, contractual, personal, organizational or otherwise) which relate to the proposed work; and bear on whether I have (or the organization 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 unfair¹ competitive advantage.

B. OCI Disclosure Statement

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts - - concerning past (within the past twelve months), present or currently planned interests or activities (financial, contractual, organizational or otherwise) which relate to the proposed work and bear on whether I have (or the organization 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 unfair¹ competitive advantage - - are fully disclosed on the attached _____ page (s) and formatted to show:

- For ease of presentation, divide following data into four parts: Organizational, contractual, financial, other;

¹ An unfair competitive advantage does not include the normal flow of benefits from the performance of the subcontract.

- The company, agency, organization in which you have a past (within the past twelve months), present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
- A brief description of relationship;
- A period of relationship;
- The extent of relationship (e.g., value of financial interest of work; percent of total holdings, total work, etc.).

II. SUB-SUBCONTRACTOR/CONSULTANT OCI

Any sub-subcontractor or consultant identified in the Offeror's proposal who would perform evaluation services or activities, technical consulting services, or management support services similar to those to be performed by the Offeror has completed and signed either an OCI Representation Statement or an OCI Disclosure Statement (subsection I.A. or I.B. above), as appropriate, pertaining to its participation in the performance of the Statement of Work. Each such signed Statement is attached.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

ORGANIZATION: _____

ORGANIZATIONAL CONFLICTS OF INTEREST

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

(b) *Scope.* The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities covered by this clause as a subcontractor, sub-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 Subcontractor's Work Product.*

(i) The Subcontractor shall be ineligible to participate in any capacity in Fermilab or Department of Energy subcontracts, sub-subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the Subcontractor's performance of work under this subcontract without the express approval of Fermilab or the Department of Energy. Furthermore, unless so directed in writing by Fermilab, the Subcontractor shall not perform any advisory and assistance services work under this subcontract on any of its products or services or the products or services of another firm if the Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on subcontracts for advisory and assistance services.

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

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

(2) *Access to and Use of Information.*

(i) If the Subcontractor, in the performance of this subcontract, obtains access to information, such as Fermilab or Department of Energy 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 Subcontractor agrees that without prior written approval of Fermilab or the Department of Energy 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 Fermilab or the Department of Energy based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released or otherwise made available to the public, whichever is first;

- (C) submit an unsolicited proposal to Fermilab or 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 Fermilab or the Department of Energy.
- (ii) In addition, the Subcontractor 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 subcontract, it shall treat such information in accordance with any restrictions imposed on such information.
 - (iii) The Subcontractor may use technical data it first produces under this subcontract 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 subcontract.
- (c) *Disclosure After Award.*
- (1) The Subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this subcontract, occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to Fermilab. Such disclosure may include a description of any action which the Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. Fermilab may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of Fermilab or the Government.
 - (2) In the event that the Subcontractor 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 Fermilab, Fermilab 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 subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, Fermilab may terminate the subcontract for default, disqualify the Subcontractor from subsequent related subcontractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.
- (e) *Waiver.* Requests for waiver under this clause shall be directed in writing to Fermilab 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 Fermilab and the Government, Fermilab may grant such a waiver in writing.
- (f) *Sub-subcontracts.*
- (1) The Subcontractor shall include a clause substantially similar to this clause, including this paragraph (f), in sub-subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 2.101. The terms "subcontract," "Subcontractor," and "Fermilab" shall be appropriately modified to preserve Fermilab's rights.
 - (2) Prior to the award under this subcontract of any such sub-subcontracts for advisory and assistance services, the Subcontractor shall obtain from the proposed sub-subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interests is identified, the Subcontractor shall take actions to avoid, neutralize, or mitigate the

organizational conflict to the satisfaction of the Subcontractor. If the conflict cannot be avoided or neutralized, the Subcontractor must obtain the approval of Fermilab prior to entering into the sub-subcontract.

EXHIBIT III E

**FL-12 RESTRICTION RESPECTING PARTICIPATION IN
CONSTRUCTION WORK RELATED TO THE FACILITY
DESIGNED UNDER THIS SUBCONTRACT**

RESTRICTION RESPECTING PARTICIPATION IN
CONSTRUCTION WORK RELATED TO THE FACILITY
DESIGNED UNDER THIS SUBCONTRACT

Any firms involved in the furnishing of architect-engineering services under this subcontract (including their parent firms, subsidiaries or affiliates), and any successors in interest thereto, are ineligible until completion of construction of the facility to be designed hereunder to compete for or be awarded or perform any work under any subcontract or sub-subcontract for the furnishing of supplies and/or services for construction work with respect to the facility designed hereunder, and the design prepared hereunder shall not incorporate the products of any such firm. Neither shall any firm be allowed to perform any such work with its own forces. The foregoing shall not preclude such firms from providing construction management services for the facility designed hereunder, provided the subcontract therefore requires that all physical construction and related supply subcontracts or sub-subcontractors are to be competitively bid and provided that all such firms are ineligible to bid or perform any work under such subcontracts or sub-subcontracts.

EXHIBIT III F

**FL-20 PREPARATION OF STATEMENT OF WORK
OR SPECIFICATION**

PREPARATION OF STATEMENT OF WORK
OR SPECIFICATION

If the Subcontractor under this subcontract prepares a complete or essentially complete statement of work (SOW) or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any competitive contractual effort based on such SOW or specifications except for providing advice or assistance on these competitive acquisitions directly to Fermilab. This bar shall not be construed to prevent the Subcontractor from participating in any noncompetitive acquisition involving the SOW or specification.

EXHIBIT III G

FL-55 SMALL BUSINESS SUBCONTRACTING PLAN

SMALL BUSINESS SUBCONTRACTING PLAN

55.1 This clause does not apply to small business concerns.

55.2 *Definitions.* As used in this clause—

(a) “Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

(b) “Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

(c) “Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

(d) “Electronic Subcontracting Reporting System (eSRS)” means the Government wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

(e) “Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

(f) “Individual contract plan” means a sub-subcontracting plan that covers the entire subcontract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned sub-subcontracting in support of the specific subcontract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the subcontract.

(g) “Master plan” means a sub-subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual subcontract plans, provided the master plan has been approved.

(h) “Sub-subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Subcontractor or sub-subcontractor calling for supplies or services required for performance of the subcontract or sub-subcontract.

55.3 The Subcontract-offeror, upon request by FRA, shall submit and negotiate a sub-subcontracting plan, where applicable, that separately addresses sub-subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Subcontract-offeror is submitting an individual subcontract plan, the plan must separately address sub-subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic subcontract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant subcontract. The sub-subcontracting plan shall be negotiated within the time

specified by FRA. Failure to submit and negotiate the sub-subcontracting plan shall make the Subcontract-offeror ineligible for award of a subcontract.

55.4 The Subcontract-offeror's sub-subcontracting plan shall include the following:

(a) Goals, expressed in terms of percentages of total planned sub-subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as sub-subcontractors. The Subcontract-offeror shall include all sub-subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Sub-subcontracts awarded to an ANC or Indian tribe shall be counted towards the sub-subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more sub-subcontractors are in the sub-subcontract tier between the Subcontractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate sub-subcontractor(s) to count the sub-subcontract towards its small business and small disadvantaged business sub-subcontracting goals.

(A) In most cases, the appropriate Subcontractor is the Subcontractor that awarded the sub-subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Subcontractor to count the sub-subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total sub-subcontract award to each Subcontractor. The sum of the amounts designated to various Subcontractors cannot exceed the total value of the sub-subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to FRA, the Subcontractor, and the sub-subcontractors in between the Subcontractor and the ANC or Indian tribe within 30 days of the date of the sub-subcontract award.

(D) If FRA does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the sub-subcontract award, the Subcontractor that awarded the sub-subcontract to the ANC or Indian tribe will be considered the designated subcontractor.

(b) A statement of—

(i) Total dollars planned to be sub-subcontracted for an individual subcontract plan; or the Subcontract-offeror's total projected sales, expressed in dollars, and the total value of projected sub-subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be sub-subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be sub-subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be sub-subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be sub-subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be sub-subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be sub-subcontracted to women-owned small business concerns.

(c) A description of the principal types of supplies and services to be sub-subcontracted, and an identification of the types planned for sub-subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

- (vi) Women-owned small business concerns.
- (d) A description of the method used to develop the sub-subcontracting goals in paragraph 55.4(a) of this clause.
- (e) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (f) A statement as to whether or not the Subcontract-offeror included indirect costs in establishing sub-subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
 - (i) Small business concerns (including ANC and Indian tribes);
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
 - (vi) Women-owned small business concerns.
- (g) The name of the individual employed by the Subcontract-offeror who will administer the Subcontract-offeror's sub-subcontracting program, and a description of the duties of the individual.
- (h) A description of the efforts the Subcontract-offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for sub-subcontracts.
- (i) Assurances that the Subcontract-offeror will include the clause of this subcontract entitled "Utilization of Small Business Concerns" in all sub-subcontracts that offer further sub-subcontracting opportunities, and that the Subcontract-offeror will require all sub-subcontractors (except small business concerns) that receive sub-subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further sub-subcontracting possibilities to adopt a sub-subcontracting plan that complies with the requirements of this clause.
- (j) Assurances that the Subcontract-offeror will—
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government or FRA can determine the extent of compliance by the Subcontract-offeror with the subcontracting plan;
 - (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its sub-subcontractors with sub-subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its subcontract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each sub-subcontractor with a sub-subcontracting plan provide the Prime contract number, its own DUNS number, and the e-mail address of the sub-subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its sub-subcontractors with sub-subcontracting plans.

(k) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each sub-subcontract solicitation resulting in an award of more than \$150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a subcontract-by-subcontract basis, records to support award data submitted by the Subcontract-offeror to FRA, including the name, address, and business size of each subcontractor. Subcontractors having commercial plans need not comply with this requirement.

55.5 In order to effectively implement this plan to the extent consistent with efficient contract performance, the Subcontractor shall perform the following functions:

(a) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules

so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(b) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(c) Counsel and discuss sub-subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(d) Confirm that a sub-subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(e) Provide notice to sub-subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a sub-subcontract that is to be included as part or all of a goal contained in the Subcontractor's sub-subcontracting plan.

(f) For all competitive sub-subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract Subcontract-offeror, the Subcontractor must inform each unsuccessful small business sub-subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the subcontract.

55.6 A master plan on a plant or division-wide basis that contains all the elements required by paragraph 55.4 of this clause, except goals, may be incorporated by reference as a part of the sub-subcontracting plan required of the Subcontract-offeror by this clause; provided —

(a) The master plan has been approved;

(b) The Subcontract-offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to FRA; and

(c) Goals and any deviations from the master plan deemed necessary by FRA to satisfy the requirements of this subcontract are set forth in the individual sub-subcontracting plan.

55.7 A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Subcontract-offeror's planned sub-subcontracting generally, for both commercial and FRA business, rather than solely to the FRA subcontract. Once the Subcontractor's commercial plan has been approved, FRA will not require another sub-subcontracting plan from the same Subcontractor while the plan remains in effect, as long as the product or service being provided by the Subcontractor continues to meet the definition of a commercial item. A Subcontractor with a commercial plan shall comply with the reporting requirements stated in paragraph 55.4(x) of this clause by submitting one SSR in eSRS for all subcontracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by FRA. This report shall be submitted within 30 days after the end of FRA's fiscal year.

55.8 Prior compliance of the Subcontract-offeror with other such sub-subcontracting plans under previous subcontracts will be considered by FRA in determining the responsibility of the Subcontract-offeror for award of the subcontract.

55.9 A subcontract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing sub-subcontract plan.

55.10 Sub-subcontracting plans are not required from sub-subcontractors when the subcontract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the sub-subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a subcontract.

55.11 The failure of the Subcontractor or sub-subcontractor to comply in good faith with—

- (a) The clause of this subcontract entitled “Utilization Of Small Business Concerns;” or
- (b) An approved plan required by this clause, shall be a material breach of the subcontract.

55.12 The Subcontractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Prime subcontractor or sub-subcontractor are not included in these reports. Sub-subcontract award data reported by Prime Subcontractors and sub-subcontractors shall be limited to awards made to their immediate next-tier sub-subcontractors. Credit cannot be taken for awards made to lower tier sub-subcontractors, unless the Subcontractor or sub-subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only sub-subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of sub-subcontracts under a subcontract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(a) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the Prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(b) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under Prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a Prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency’s contracts, provided at least one of that agency’s contracts is over \$700,000 (over \$1.5 million for construction of a

public facility) and contains a subcontracting plan. For DOD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DOD Prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DOD component.

(D) For DOD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the Prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Federal Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the Prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

EXHIBIT III H

FL-105 REPRESENTATIONS REGARDING PROPRIETARY DATA

FL-105
REPRESENTATIONS REGARDING PROPRIETARY DATA
(previously FL-35)

A. RIGHTS IN PROPOSAL DATA

NOTE: This representation must be completed for any proposed subcontract in which the decision to make the award includes consideration of a technical proposal.

It is Fermilab policy for a subcontract award based on a proposal that, in consideration of the award, the Government shall obtain unlimited rights in the technical data contained in the proposal unless the Offeror marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the subcontract. Accordingly, please indicate:

- No restriction on Government rights in the proposal technical data; or
- The following identified technical data is proprietary or is not directly related to or will not be utilized in the work to be funded under the subcontract:

DATA

B. IDENTIFICATION OF TECHNICAL DATA WHICH IS PROPRIETARY

NOTE: This representation is to be used in every solicitation which may result in the submission of proposals containing technical data or which will require the successful subcontractor to deliver technical data.

The Rights in Technical Data Article proposed to be used for this subcontract may not permit the utilization of proprietary data in the subcontract work or, if the use of proprietary data is permitted, may not be adequate to meet programmatic requirements. Use of data which is proprietary may prevent you from meeting the data requirements of the subcontract (including delivery of data). Your attention is particularly drawn to the use of Licensed Computer Software.

Please indicate that you have reviewed the requirements in the technical scope of work and to the best of your knowledge:

- No proprietary data will be utilized in the subcontract work.
- Proprietary data as follows will be utilized in the subcontract work.

- No Licensed Computer Software will be utilized in the subcontract work.
- Licensed Computer Software as follows will be utilized in the subcontract work:

EXHIBIT III I

FL-106 PATENT TERMS AND NOTICE OF RIGHT TO REQUEST PATENT WAIVER

FL-106

PATENT TERMS AND NOTICE OF RIGHT
TO REQUEST PATENT WAIVER

1. Under the provisions of P.L. 96-517, the patent terms required for subcontracts with Offerors in certain categories are set forth in the Department of Energy Acquisition Regulation (DEAR). In order to determine the Patent provisions applicable to this subcontract, please check the applicable box.

Offeror is:

- (a) A small business firm as defined at Section 2 of P.L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this definition, the size standard for small business concerns involved in Government procurement, contained in 13 C.F.R. 121.3-8, and in subcontracting, contained in 13 C.F.R. 121.3-12, will be used.
- (b) A University or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)); or
- (c) A nonprofit scientific or educational organization qualified under a State nonprofit organization statute. Please identify the statute _____.
- (d) None of the above.

2. *[applicable only to Offerors who have checked 1. (d) above]*

Offerors who have checked (d) above have the right to request, in advance of or within 30 days after execution of the subcontract, in accordance with applicable statutes and the DOE Patent Waiver Regulation, (10 C.F.R. Part 784), a waiver of all or any part of the rights of the United States in Subject Inventions. Please indicate:

- I intend to request an advance waiver in accordance with 10 C.F.R. Part 784.
- I do not intend to request an advance waiver.

This is submitted with the intention that the Department of Energy rely on my representation that the organization named below is a member of the category indicated.

(Name of Organization)

(Signature of Authorized Representative)

(Typed or Printed Name)

(Title of Authorized Representative)

(Date)

EXHIBIT III J

FL-107 RIGHTS TO PROPOSAL DATA (TECHNICAL)

FL-107
RIGHTS TO PROPOSAL DATA (TECHNICAL)

Except for the technical data contained in pages _____

of the subcontractor's proposal, which are asserted by the subcontractor as being proprietary data, it is agreed that, as a condition of the award of this subcontract and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this subcontract is based.

EXHIBIT III K
INSURANCE REQUIREMENTS

Exhibit K

Insurance Requirements for ID/IQ Architectural and Engineering Professional Services Subcontract

1. This clause applies to all work performed under this ID/IQ Subcontract and its Task Orders.

1.1 Before undertaking any work under this ID/IQ Subcontract, the Subcontractor shall, except as otherwise approved by FRA, take out and maintain at its own cost and expense, the following insurance at least in the amounts listed below in companies satisfactory to FRA:

<u>LINE OF COVERAGE</u>	<u>LIMITS</u>	
GENERAL LIABILITY Commercial General Liability <input checked="" type="checkbox"/> Occurrence	EACH OCCURRENCE	\$1,000,000
	GENERAL AGGREGATE	\$2,000,000
AUTOMOBILE LIABILITY Any Auto	COMBINED SINGLE LIMIT Covering owned, non-owned, and hired automobiles	\$1,000,000
EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence	EACH OCCURRENCE AGGREGATE For General, Automobile & Employers Liability	\$1,000,000
PROFESSIONAL LIABILITY/ERRORS & OMISSIONS <input checked="" type="checkbox"/> Claims Made		\$5,000,000
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WCS TATUTORY LIMITS	\$500,000
	OTHER	\$500,000
	E.L. EACH ACCIDENT	\$500,000
	E.L. DISEASE EA EMPLOYEE	\$500,000
	E.L. DISEASE-POLICY LIMIT	\$500,000

1.2 All policies, except for Worker's Compensation and Professional Liability, shall provide by appropriate language that Fermi Research Alliance, LLC, the University of Chicago, Universities Research Association, Inc., and the United States Government are additional insureds, that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution from other insurers of Fermi Research Alliance, LLC, the University of Chicago, Universities Research Association, Inc., and the United States Government are waived.

1.3 The Subcontractor agrees to deliver to FRA at the signing and delivery of this Subcontract, and in any event before any work is performed hereunder, certificates of the insurance companies at the minimum limits of the insurance coverage above referred to, and such certificates shall contain a provision that such insurance will not be cancelled nor any change whatsoever made in the policies except upon not less than ten (30) days prior notice thereof to FRA, mailed to it by registered mail, with postage prepaid, addressed to the Procurement Administrator for this contract, P.O. Box 500, Batavia, Illinois 60510.

1.4 Before permitting any sub-subcontractor to perform any work under this Subcontract, the Subcontractor shall require that such sub-subcontractor furnish satisfactory evidence that it has taken out and maintains insurance in the same amounts and with the same provisions as required by the preceding paragraph of this clause.

1.5 The Subcontractor shall indemnify FRA for any expense incurred or loss suffered by FRA for the failure of the Subcontractor to comply with the provisions of this clause.

EXHIBIT III L

SF-330 ARCHITECT-ENGINEER QUALIFICATIONS

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i>	
2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE		
5. NAME OF FIRM		
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

