

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   114	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 89303019RLM000002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 04/01/2019	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY CODE 893030 Headquarters Procurement Services U.S. Department of Energy MA-64 Forrestal Building 1000 Independence Avenue, SW Washington DC 20585		8. ADDRESS OFFER TO (If other than Item 7)			

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

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 1000 ET local time 04/15/2019  
(Hour) (Date)

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

<b>10. FOR INFORMATION CALL:</b>	A. NAME Bari R. Brooks	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS bari.brooks@hq.doe.gov
		AREA CODE 202	NUMBER 586-1027	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	55
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	83
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	83
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	11	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	91
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	12	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	111
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	16				

**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
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15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

**AWARD (To be completed by government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Bari R. Brooks		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.  
AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
89303019RLM000002

PAGE 2 OF 114

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DRAFT SOLICITATION</p> <p>The U.S. Department of Energy's Office of Headquarters Procurement Services is seeking industry feedback on the draft solicitation for the Legacy Management Support Services requirement, which is a total small business set aside, procured under NAICS code 562910 Environmental Remediation Services, Exception. This posting of the draft solicitation is for information gathering purposes and information contained within is subject to change. No award will be made from the issuance of this draft solicitation.</p> <p>Please email the feedback sheet to Bari R. Brooks, the Contracting Officer, by 10:00 AM EST on Monday, April 15. Neither telephonic nor email inquiries will be accepted.</p> <p>DRAFT SOLICITATION</p>				

DRAFT

## **Section A – Solicitation/Contract Form**

See solicitation SF 33 above.

## **Section B - Supplies or Services/Prices**

### **B.1. CONTRACT TYPE AND TYPE OF SERVICES**

The Legacy Management Support Services (LMS) contract is an Indefinite-Delivery Indefinite- Quantity (IDIQ) contract to the support the mission of the U.S. Department of Energy's Office of Legacy Management (LM). The support under this contract includes operating and maintaining remedial action systems, performing routine inspections, maintaining soil treatment, groundwater treatment, soil and groundwater monitoring, and waste disposal remedies, communicating with stakeholders, writing reports, engaging the public, engaging regulators, evaluating technologies, managing assets (vehicles, facilities and personal property), managing electronic and written information, and providing additional ancillary support as required to successfully integrate and execute the LM program.

### **B.2. IDIQ MINIMUM DOLLAR GUARANTEE AND MAXIMUM CONTRACT VALUE LIMITATION**

Minimum. The minimum guaranteed award amount for this IDIQ contract is \$3,500.00 per Contractor for the entire ordering period of performance of this contract (inclusive of any fee).

Maximum. The cumulative dollar ceiling value of the resulting IDIQ contract shall be \$TBD million.

The Government has no obligation to issue Task Orders (TOs) to contractor beyond the minimum amount specified this IDIQ contract. Once the conditions of the minimum have been met, Contractor will continue to have the opportunity to compete for TO(s) as laid out under the terms and conditions of this IDIQ.

### **B.3. PERIOD OF PERFORMANCE OF THE IDIQ**

The IDIQ ordering period is sixty months. All TOs must be placed within the ordering period of the IDIQ. The period of performance for each TO will be designated at the individual TO level and may include option periods which may extend no more than three years beyond the ordering period of the IDIQ.

Any TO issued under this IDIQ contract that extends beyond the ordering period of the IDIQ is still bound, for its entirety, by the terms and conditions of this IDIQ contract.

### **B.4. TYPE OF TASK ORDERS ALLOWABLE UNDER THIS IDIQ CONTRACT**

Types of TOs allowable under this IDIQ are limited to the following: Firm-Fixed-Price (FFP), Time & Materials (T&M), Cost Plus Fixed Fee (CPFF), or a Hybrid of these contract types.

Under this IDIQ, all standard support is anticipated to be Firm-Fixed Price and anything that cannot be readily defined will either be T&M or CPFF depending on the nature of the work. The exact contract type will be designated at each TO level.

### **B.5. DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Statement of Work (SOW). See Attachment A for the SOW.

### **B.6. TRANSITION PERIOD**

The transition period will be from the effective date of the contract award to the date that the Contractor assumes full responsibility for the Statement of Work (not to exceed 120 days after contract award). The Contractor shall

accomplish all the functions and provide trained personnel as required for the assumption of full contract responsibility. The Contractor will coordinate its activities with DOE and the incumbent contractor so as to accomplish these activities in a manner that will provide an effective transition of work activities while minimizing the disruption to on-going support and the cost of this effort. The scope of activities that are to be performed during the transition shall be subject to DOE approval.

#### Transition Out Period

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

- (1) Furnish phase-in on the job training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and
- (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify any on the job training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

### **Section C - Description/Specifications**

#### **C.1. DOE-C-2001 STATEMENT OF WORK (OCT 2014)**

The Contractor shall provide all Legacy Management Support Services within the IDIQ Statement of Work, and within the terms and conditions of this IDIQ contract and resultant Task Orders (TOs). See Attachment A for the IDIQ Statement of Work. Each TO will incorporate its own, more detailed requirements document.

#### **C.2. DOE-C-2003 REPORTS (OCT 2014)**

The Contractor shall prepare and submit reports in accordance with Attachment A Statement of Work and Attachment TBD Reporting Requirements in Section J, and as specified in other clauses in the contract.

### **Section D - Packaging and Marking**

#### **D.1. DOE-D-2001 PACKAGING AND MARKING (OCT 2014)**

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

- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which –
- (1) Identifies the contract by number pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

### Section E - Inspection and Acceptance

#### **E.1. FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)**

- (a) *Definition. Supplies*, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and (ii) When the supplies will be ready for Government inspection.
- (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.
- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor
- (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or
- (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

## **E.2. FAR 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT. (MAY 2001)**

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

*Contractor's managerial personnel* means any of the Contractor's directors, officers, managers, superintendents, or

equivalent representatives who have supervision or direction of -

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

*Supplies* includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.
- (f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may -
  - (i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;
  - (ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or
  - (a)
  - (iii) Terminate the contract for default.
- (2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to

- (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
- (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
  - (i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
  - (j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.
  - (k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

### **E.3. FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)**

- (a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

### **E.4. FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)**

(a) *Definition.*

*Services* as used in this clause, includes services performed workmanship and material furnished or used in

performing services.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may
  - (b)
    - (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
    - (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
  - (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may
    - (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or
    - (2) terminate the contract for default.

**E.5. FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)**

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

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

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

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

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the *hourly rate* for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -
- (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
  - (ii) Terminate this contract for default.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to
- (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or
  - (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
  - (j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
  - (k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

**E.6. FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)**

- (a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

- (b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon -
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
- (c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.
- (d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

#### **E.7. DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing

#### **Section F - Deliveries or Performance**

#### **F.1. FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the

Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**F.2. FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)**

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

**F.3. DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014)**

The services specified by this contract shall be performed at the following location(s):

Morgantown, West Virginia; Grand Junction, Colorado; Westminster, Colorado; Weldon Spring, Missouri; Fernald, Ohio; Tuba City, Arizona; Window Rock, Arizona; Monticello, Utah; and Pinellas, Florida. .

**F.4. DOE-F-2003 PERIOD OF PERFORMANCE (OCT 2014)**

The Contractor shall commence performance of this contract in accordance with the contract terms and conditions on to be filled in at time of award and continue through to be filled in at time of award.

**Section G - Contract Administration Data**

**G.1. DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)**

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

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

#### **G.2. DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)**

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

#### **G.3. DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)**

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

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

#### **G.4. DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)**

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contracting Officer.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the COR.

(3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the (insert Contract Specialist or Contracting Officer) and the COR.

(c) Information regarding correspondence addresses and contact information is as follows:

(A) Contract Specialist:

(B) **TBD**

(C) Telephone number **TBD**

(D) Address U.S. Department of Energy, Office of Headquarters Procurement Services, MA 641.2, 1000 Independence Ave., S.W., Washington, D.C. 20585

(E) Email address **TBD**

(2) Contracting Officer

(A) **TBD**

(B) Telephone number **TBD**

(C) Address U.S. Department of Energy, Office of Headquarters Procurement Services, MA 641.2, 1000 Independence Ave., S.W., Washington, D.C. 20585

(D) Email address **TBD**

(3) Contracting Officer's Representative

(A) **TBD**

(B) Telephone number **TBD**

(C) Address **TBD**

(D) Email address **TBD**

#### **G.5. DOE-G-2005 BILLING INSTRUCTIONS (MAR 2019)**

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

#### **G.6. DOE-G-2005 BILLING INSTRUCTIONS - ALTERNATE I (MAR 2019)**

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

(d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(A) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.

(B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.

(E) The total fee billed, retainage amount, and available fee must be shown.

(F) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost;

supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

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

(D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

#### **G.7. DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (JUL 2018)**

(a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task-order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

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

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

#### **G.8. DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)**

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

### **Section H - Special Contract Requirements**

#### **H.1. DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS. (OCT 2014)**

(a) *Government-owned records.* Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 CFR, Chapter XII, Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) *Contractor-owned records.* The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause. [].

- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, excluding records operated and maintained by the Contractor in Privacy Act system of records. Employee-related systems of record may include, but are not limited to: Employee Relations Records (DOE-3), Personnel Records of Former Contractor Employees (DOE-5), Payroll

and Leave Records (DOE-13), Report of Compensation (DOE-14), Personnel Medical Records (DOE-33), Employee Assistance Program (EAP) Records (DOE-34) and Personnel Radiation Exposure Records (DOE-35).

- (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
  - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
    - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
    - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) *Contract completion or termination.* Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) *Inspection, copying, and audit of records.* All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) *Applicability.* This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) *Records maintenance and retention.* Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 CFR Chapter XII, Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention

standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

- (g) *Subcontracts.* The contractor shall include the requirements of this clause in all subcontracts that contain the Integration of Environment, Safety and Health into Work Planning and Execution clause at 952.223-71 or, the Radiation Protection and Nuclear Criticality clause at 952.223-72.

## **H.2. DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)**

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

## **H.3. DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014)**

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.
- (b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

## **H.4. DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)**

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, **Attachment TBD**

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of

the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

## **H.5. DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible

Corporate Official identified below regarding Contract performance issues.

Responsible Corporate

Official: **TBD**

Name: **TBD**

Position: **TBD**

Company/Organization:

TBD Address: **TBD**

Phone: **TBD**

Facsimile: **TBD**

Email: **TBD**

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors:

**TBD**

Name: **TBD**

Position: **TBD**

Company/Organ

ization: **TBD**

Address: **TBD**

Phone: **TBD**

Facsimile:

**TBD**

Email: **TBD**

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

#### **H.6. DOE-H-2018 PRIVACY ACT SYSTEM OF RECORDS (OCT 2014)**

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause entitled, "FAR 52.224-2, Privacy Act."

The Contractor will maintain all records containing Personally Identifiable Information (PII) consistent with the

Privacy Act, including those in the LM records collections. Navarro will have additional information that may not be in current LM records systems under DOE control, or be under the control of another Federal or LM contractor, for the system numbers below.

## **H.7. DOE Privacy Act System Description**

### **DOE-5 Personnel Records of Former Contractor Employees (includes all former workers)**

Navarro will protect all personnel records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE. Navarro will protect all personnel records in Navarro's internal systems and, as a requirement of contract closeout, will provide information related to the history of the Navarro employees with the LMS contract, including name and any prior names during the contract period, social security number and employee number, years of employment, work location, and job titles including general descriptions of duties associated with each job title.

### **DOE-10 Energy Employees Occupational Illness Compensation Program Act Files**

These records are DOE records stored in the LM electronic recordkeeping system (ERKS). Navarro will protect all Energy Employees Occupational Illness Compensation Program Act Files consistent with the requirements of the Privacy Act and these records will remain with DOE.

### **DOE-11 Emergency Operations Notification Call List**

These records are available to the LM staff currently involved in emergency operations, and will continue to be until it is updated. Navarro will protect these records consistent with the requirements of the Privacy Act and these records will remain with DOE.

### **DOE-14 Report of Compensation**

DOE currently has access to this information; the executive compensation is reported through the SAM system, and employee compensation is available in the contractor accounting system and reported on monthly invoices. Navarro will continue to protect these records consistent with the requirements of the Privacy Act and these records will remain with DOE.

### **DOE-15 Intelligence Related Access Authorization**

Navarro will protect any intelligence-related records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

### **DOE-18 Financial Accounting System**

Navarro will protect all financial records in the LM records collections and within the Navarro financial systems consistent with the requirements of the Privacy Act. Navarro will provide all financial records for the Navarro contract to DOE, with the exception of confidential corporate financial data.

### **DOE-23 Property Accountability System**

These are currently DOE records. These records include the record of property in the possession of individual employees. Navarro will protect property records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-26 Official Travel Records**

Navarro will protect travel records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE. Navarro will protect and provide the records to DOE maintained by Navarro regarding travel.

**DOE-28 General Training Records**

Navarro will protect training records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.–Navarro will protect and provide the records maintained by Navarro regarding individual training.

**DOE-33 Personnel Medical Records (present and former DOE employees and Contractor employees)**

Navarro does not maintain these records – responsibility for work related medical issues has been subcontracted to a third-party. The subcontractor maintains work related medical records for the LMS staff (consistent with Privacy Act requirements). The subcontractor is required to turn over the records to Navarro within 30 days of the end of their contract. Navarro will then turn those records over to DOE within 30 days of receipt from the subcontractor and as a requirement of contract closeout.

**DOE-35 Personnel Radiation Exposure Records**

Employee radiation exposure records are records that become part of DOE's formal records of employee exposures at DOE sites. Navarro will protect personnel radiation exposure records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-38 Occupational and Industrial Accident Records**

Accident records are part of the records of incidents and accidents at sites, and are in the DOE records. Navarro will protect occupational and industrial accident records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-43 Personnel Security Clearance Files**

Navarro does not generate personnel security clearance files for the current contract. Navarro will protect all security records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-48 Security Education and/or Infraction Reports**

Navarro has records of security education as part of the training files, which will be provided to DOE. Navarro does not generate security infraction reports. These are kept by DOE security. Navarro will continue to protect all security records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-51 Employee and Visitor Access Control Records**

Navarro will protect all employee and visitor access control records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-52 Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites**

Navarro will protect all security records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-55 Freedom of Information and Privacy Act (FOIA/PA) Requests for Records**

The FOIA/PA requests for records are currently formal DOE records and will continue to be maintained in this manner. Navarro will protect all FOIA/PA records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-56 Congressional Constituent Inquiries**

All inquiries are maintained in formal records for DOE. Navarro will protect these records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-57 Congressional Profiles**

Navarro currently maintains a stakeholder database for DOE. DOE has full access to this database. Navarro will protect these records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-75 Call Detail Records**

Navarro can provide what records it maintains regarding phone usage. Navarro will protect these records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-77 Physical Fitness Test Records (for armed, uniformed guards)**

Navarro will protect these records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-82 Grant and Contract Records for Research Projects, Science Education, and Related Activities**

Navarro will protect these records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**DOE-88 Epidemiologic and Other Health Studies, Surveys, and Surveillances**

Navarro will protect these records in the LM records collections consistent with the requirements of the Privacy Act and these records will remain with DOE.

**H.8. DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT (JUL 2018)**

The following provisions shall apply in the event the Contractor does not complete contract performance for any reason:

- (a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government

solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause, [ ]. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

#### **H.9. DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."
- (d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:

- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;

- (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
  - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

#### **H.10 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014)**

- (a) This clause only applies to fixed-price contract awarded to a large business on the basis of adequate price competition with or without submission of cost or pricing data; or covered contract that is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1(a) and is not exempted at 9903.201-1(b)(1) through (14) (see the 48 CFR Appendix).

(b) Definitions. As used in this clause-

Acceptable contractor business systems means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

Contractor business systems means— -

- (1) Accounting system, if this contract includes the Section H clause Accounting System Administration;
- (2) Earned value management system, if this contract includes the Section H clause Earned Value Management System;
- (3) Estimating system, if this contract includes the Section H clause Cost Estimating System Requirements;
- (4) Property management system, if this contract includes the Section H clause Contractor Property Management System Administration; and
- (5) Purchasing system, if this contract includes the Section H clause Contractor Purchasing System Administration.

Significant deficiency, in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (c) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

- (d) Significant deficiencies. (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments. Withholding payments. (1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will direct the Contractor, in writing, to withhold five percent from its invoices until the Contracting Officer has determined that the Contractor has

corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either— -

- (i) Correct the deficiencies; or
  - (ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain—
    - 
    - (A) Root cause(s) identification of the problem(s);
    - (B) The proposed corrective action(s) to address the root cause(s);
    - (C) A schedule for implementation; and
    - (D) The name of the person responsible for the implementation.
- (2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.
- (3) Payment withhold percentage limits.
    - (i) The total percentage of payments withheld on amounts due on this contract shall not exceed— -
      - (A) Five percent for one or more significant deficiencies in any single contractor business system; and
      - (B) Ten percent for significant deficiencies in multiple contractor business systems.
    - (ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.
  - (4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:
    - (i) Interim payments under— -
      - (A) Cost-reimbursement contracts;
      - (B) Incentive type contracts;
      - (C) Time-and-materials contracts; or
      - (D) Labor-hour contracts.
    - (ii) Progress payments to include fixed-price contracts.

- (iii) Performance-based payments to include fixed-price contracts.
- (5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.
- (6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.
- (7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.
- (8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.
- (e) Correction of deficiencies. (1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.
- (2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:
- (i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.
- (ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (e) of this clause, and not invoice for any monies previously withheld.
- (iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.
- (iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.
- (v) At any time after the Contracting Officer directs the Contractor to reduce or discontinue the payment withholding from invoices under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

## **H.11 DOE-H-2023 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 2014)**

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that— -

- (1) Is maintained, reliable, and consistently applied; Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (2) Is consistent with and integrated with the Contractor's related management systems; and
- (3) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's— -

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.
- (c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a contract in support of a Capital Asset Project (other than a management and operating contract as described at 917.6), as prescribed in DOE Order (DOE O) 413.3B, or current version; or a non-capital asset project and either— -
- (1) The total prime contract value exceeds \$50 million, including options; or
  - (2) The Contractor was notified, in writing, by the Contracting Officer that paragraphs (d) and (e) of this clause apply.
- (d) System requirements. (1) The Contractor shall disclose its estimating system to the Contracting Officer, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.
- (2) An estimating system disclosure is acceptable when the Contractor has provided the Contracting Officer with documentation no later than 60 days after contract award that-

- (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
  - (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.
- (3) The Contractor shall—
- (i) Comply with its disclosed estimating system; and
  - (ii) Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.
- (4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:
- (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
  - (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
  - (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
  - (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
  - (v) Provide for adequate supervision throughout the estimating and budgeting process.
  - (vi) Provide for consistent application of estimating and budgeting techniques.
  - (vii) Provide for detection and timely correction of errors.
  - (viii) Protect against cost duplication and omissions.
  - (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
  - (x) Require use of appropriate analytical methods.
  - (xi) Integrate information available from other management systems.
  - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
  - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
  - (xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner.
  - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
  - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.

- (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and Department of Energy Acquisition Regulation (48 CFR chapter 9).
- (e) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning— -
- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action; and
- (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (f) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (g) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

#### **H.12. DOE-H-2024 EARNED VALUE MANAGEMENT SYSTEM (MAR 2019)**

“Acceptable Earned Value Management System” means an EVMS that complies with system criteria set forth in paragraph (a) this clause.

“Contract Funds Status Report” (CFSR) includes data to support forecasting, planning and decision making. DOE’s CFSR Data Item Description (DID) is to be used for the CFSR.

“Earned Value Management System” (EVMS) means an integrated set of policies, procedures and practices to objectively track performance on a project or program.

“Integrated Master Plan” (IMP) means an event-based plan consisting of a hierarchy of program events, each supported by specific accomplishments, and each accomplishment associated with specific criteria to be satisfied for its completion.

“Integrated Master Schedule” (IMS) means a networked, multi-layered list of tasks required to complete the work captured in a related IMP. The IMS should include all IMP events and accomplishments and support each accomplishment closure criteria. The IMS should contain a critical path and be resource-loaded with labor, material and equipment costs to include unit prices and quantities.

“Integrated Performance Management Report” (IPMR) includes data submitted monthly by the contractor from its EVMS. DOE’s IPMR DID is to be used for the IPMR.

“Over Target Baseline” (OTB) means an overrun to the Contract Budget Base (CBB), which is formally

incorporated into the Performance Measurement Baseline (PMB) for management purposes.

“Over Target Schedule” (OTS) means the condition in which a baseline schedule is time-phased beyond the contract completion date.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of DOE officials to rely upon information produced by the EVMS for management purposes.

“Work Breakdown Structure” means a product-oriented hierarchy of tasks to be performed by the project team in support of project objectives.

(a) System criteria. In performing this contract, the Contractor shall establish, maintain, and use--

(1) Integrated performance management system. Central to this system shall be an EVMS that that complies with the Electronic Industries Alliance Standard 748 (EIA-748, current version at time of award), including a System Description. The EVMS shall be linked to and supported by the contractor’s various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating, accounting, and risk management.

(2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.

(i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association (NDIA) Planning & Scheduling Excellence Guide and the GAO Schedule Assessment Guide.

(ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis.

(iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month’s accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)

(iv) IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.

(b) EVMS certification.

(1) For contracts supporting projects valued at \$100M or more, the contractor’s EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA-748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3B, the DOE Office of Project Management is DOE’s EVMS certifying authority. If, at the time of award, the contractor’s EVMS has not been determined to be in compliance with the EIA-748 guidelines, the contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in its EVMS plan.

(2) For contracts supporting projects valued at less than \$100M but greater than \$50M, the contractor’s EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor’s EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.

(c) Changes to the EVMS. The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the Contracting Officer. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at \$100M or more, unless a waiver is granted by DOE, any EVMS

changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor's notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.

- (d) Integrated baseline reviews. DOE will conduct an Integrated Baseline Review (IBR) not later than 180 calendar days after contract award, the exercise of significant contract options, and the incorporation of major modifications. DOE and the contractor will use the IBR process described in the NDIA IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the criteria referenced in paragraph (a) of this clause.
- (f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the Contracting Officer prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).
- (g) Significant deficiencies.
- (1) The Contracting Officer will provide a determination to the contractor, in writing, on any significant EVMS deficiencies. The determination will describe the deficiency in sufficient detail to allow the contractor to understand the deficiency.
- (2) The contractor shall respond within 30 working days to a written determination from the Contracting Officer that identifies significant deficiencies in the contractor's EVMS. If the contractor disagrees with the determination, the contractor shall state, in writing, its rationale for disagreeing. In the event the contractor does not respond in writing to the determination within the response time, this shall indicate that the Contractor agrees with the determination.
- (3) The Contracting Officer will evaluate the contractor's response or lack of response and notify the contractor, in writing, of the Contracting Officer's final determination concerning—
- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action;
- (iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and
- (iv) System disapproval, if corrections to the contractor's EVMS are not successfully completed within the timeframe set forth by the Contracting Officer. When the Contracting Officer determines that the existing EVMS contains one or more significant deficiencies, the Contracting Officer will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.
- (4) When the contractor receives the Contracting Officer's determination of significant deficiencies, the contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

- (h) Withholding payments. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (g)(3)(iv), the Contracting Officer will withhold payments until which time the contractor has resolved all EVMS deficiencies.
- (i) Flowdown requirements. With the exception of paragraphs (g) and (h) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.
- (1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines contained in EIA-748.
- (2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (i)(1) above.
- (3) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or FFP subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

- (4) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(k) Extending a previous contractor's certified EVMS. If a contractor plans to adopt the existing system from the previous contractor or DOE site, the contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved processes and procedures as the previous system. The contractor shall—

- (1) Identify the corporate entity that owns the certified EVMS and provide the certification documentation;
- (2) Obtain prior approval from the Contracting Officer, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;
- (3) Be responsible for full compliance with paragraph (a) of this clause; and
- (4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the Contracting Officer in accordance with paragraph (g) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

### **H.13. DOE-H-2025 ACCOUNTING SYSTEM ADMINISTRATION (OCT 2014)**

(a) Definitions. As used in this clause—

- (1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that—
  - (i) Applicable laws and regulations are complied with;

- (ii) The accounting system and cost data are reliable;
  - (iii) Risk of misallocations and mischarges are minimized; and
  - (iv) Contract allocations and charges are consistent with billing procedures.
- (2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.
- (3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.
- (b) General. The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause Contractor Business Systems, and also may result in disapproval of the system.
- (c) System criteria. The Contractor's accounting system shall provide for—
- (1) A sound internal control environment, accounting framework, and organizational structure;
  - (2) Proper segregation of direct costs from indirect costs;
  - (3) Identification and accumulation of direct costs by contract;
  - (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
  - (5) Accumulation of costs under general ledger control;
  - (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
  - (7) Approval and documentation of adjusting entries;
- (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
  - (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
  - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
- (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR part 31, Contract Cost Principles and Procedures, and other contract provisions;

- (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
  - (14) Segregation of preproduction costs from production costs, as applicable;
  - (15) Cost accounting information, as required—
- (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and
  - (ii) To readily calculate indirect cost rates from the books of accounts;
- (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
  - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
- (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
- (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
  - (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

#### **H.14. DOE-H-2026 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (OCT 2014)**

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

Acceptable purchasing system means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

Purchasing system means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

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(b) General. The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) System criteria. The Contractor's purchasing system shall—

- (1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Department of Energy Acquisition Regulation (48 CFR Chapter 9);
- (2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
- (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
- (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;
- (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
- (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;
- (11) Document negotiations in accordance with 48 CFR 15.406-3;
- (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
- (13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;
- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;
- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;

- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 U.S.C. chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and
- (24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if-
  - (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
  - (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) Significant deficiencies. (1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
  - (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies

or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

**H.15. DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (OCT 2014)**

- (a) Definitions. As used in this clause—Acceptable property management system means a property system that complies with the system criteria in paragraph (c) of this clause.

Property management system means the Contractor's system or systems for managing and controlling Government property.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (b) General. The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

- (c) System criteria. The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at 48 CFR 52.245-1.

- (d) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

- (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final

determination concerning—

- (d) Remaining significant deficiencies;
- (e) The adequacy of any proposed or completed corrective action; and
- (f) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

#### **H.16. DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)**

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

#### **H.17. DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

#### **H.18. DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or – controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

#### **H.19. DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)**

Within sixty (60) calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer. The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (d) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (e) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (f) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (g) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

#### **H.20. DOE-H-2037 NATIONAL ENVIRONMENTAL POLICY ACT (OCT 2014)**

The work under this contract requires activities to be subject to the National Environmental Policy Act of 1969 (NEPA). The Contractor shall supply to DOE certain environmental information, as requested, in order for DOE to comply with NEPA and its implementing policies and regulations. Funds obligated under this contract shall only be expended by the Contractor on the activities set out below, unless the Contracting Officer modifies the listed activities or notifies the Contractor that NEPA requirements have been satisfied and the Contractor is authorized to perform the complete work required under the contract.

**TBD**

#### **H.21. DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)**

- (a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as -

- (1) Alternative Fueled Vehicles and Alternative Fuels;
  - (2) Biobased Content Products (USDA Designated Products);
  - (3) Energy Efficient Products;
  - (4) Non-Ozone Depleting Alternative Products;
  - (5) Recycled Content Products (EPA Designated Products); and
  - (6) Water Efficient Products (EPA WaterSense Labeled Products).
- (b) The Contractor should become familiar with these information resources:
- (1) Recycled Products are described at <http://epa.gov/cpg>.
  - (2) Biobased Products are described at <http://www.biopreferred.gov/>.
  - (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.
  - (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>
  - (5) Environmentally Preferable Computers are described at <http://www.epeat.net>.
  - (6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>.
  - (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.
- (c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

## **H.22. DOE-H-2043 ASSIGNMENT AND TRANSFER OF CONTRACTS AND SUBCONTRACTS (OCT 2014)**

(a) Assignment of DOE Prime Contracts. During the period of performance of this contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of such contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.

## **H.23. DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)**

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and

maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

#### **H.24. DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)**

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within sixty (60) calendar days after the effective date of the contract. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within thirty (30) calendar days of its approval by the Contracting Officer.

(b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor-protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to **Attachment TBD**. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval.

#### **H.25. DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014) ALTERNATE I (FEB 2017)**

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

- (1) New Year's Day
- (2) Birthday of Martin Luther King, Jr.
- (3) Washington's Birthday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-

time, day-off such as Inauguration Day for the President of the United States.

(c) **Unscheduled closures.** Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) The Contractor shall provide the services required by the contract at Federally-owned or -controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally- owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above unless the Contractor has a telework policy, approved by the Contracting Officer, that allows for the employees to provide services for such work hours via telework and requires the Contractor to pay its employees for such work hours.

#### **H.26. DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)**

(a) In accordance with the clauses FAR 52.228-5 Insurance – Work on a Government Installation and DEAR 952.231-71, Insurance-litigation and claims, the following types and minimum amounts of insurance shall be maintained by the Contractor:

- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
- (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
- (3) Comprehensive bodily injury liability - \$500,000.
- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
- (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage - \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

#### **H.27. DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)**

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

#### **H.28. DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)**

In accordance with the clause FAR 52.245-1 Government Property, the Government will provide the property **Attachment TBD**.

#### **H.29. DOE-H-2056 ANNUAL INDIRECT BILLING RATES – ALTERNATE I (OCT 2014)**

(a) Pursuant to the clause at FAR 52.216-7, Allowable Cost and Payment, indirect billing rates, revised billing rates (as necessary), and final indirect cost rate agreements must be established between the Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the cost reimbursement type contract. These indirect rate agreements allow the Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(b) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with its approved accounting system. Revised billing rates allow the adjustment of the approved billing rates, based upon updated information, in order to prevent significant over or under billings.

(c) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR Subpart 42.7, "Indirect Cost Rates," FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs."

(d) Paragraph (e) below, identifies the requirements and process to be followed by the Contractor in establishing indirect rates for contracts when DOE is the Cognizant Federal Agency (CFA) and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(e) Requirements whether or not DOE is the CFA. (1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, Cost Accounting Standards, FAR Part 31 and DEAR 931, Contract Cost Principles and Procedures, in effect as of the date of this contract.

(2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer.

(3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the cognizant DOE Contracting Officer until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the cognizant DOE Contracting Officer that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the cognizant DOE Contracting Officer will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

(f) The following approved indirect billing rates apply to the contract for the periods identified, subject to adjustments, as provided by paragraph (e)(2) of this clause: to be filled out at time of award.

Contractor Fiscal Year Rate Category Base of Application

### **H.30. DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS – ALTERNATE I (OCT 2014)**

The Contractor's performance under each individual Task and/or Delivery Order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, **Attachment TBD** of each individual Task and/or Delivery Order, and the clause at FAR 52.222-42, Statement of Equivalent Rates for Federal Hires.

### **H.31. DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS – ALTERNATE I (OCT 2014)**

(a) In accordance with the clause at FAR 52.244-2(d), Subcontracts, the following subcontracts have been determined to be major or critical subcontracts:

**o be filled in at time of award.**

(b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

(c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved major or critical subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new major or critical subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed major or critical subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new major or critical subcontractor on future Task Orders.

### **H.32. DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)**

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

### **H.33. DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)**

Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(a) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

See **Attachment TBD** for applicable DOE orders

and directives.

### **H.34. DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)**

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

(b) The restrictions set out in paragraph (a) above, however, do not apply to –

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

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

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

(f) The Contractor agrees to flow down this clause to all subcontracts

issued under this contract.

### **H.35. DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES - ALTERNATE I (OCT 2014)**

(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

See **Attachment TBD** for applicable DOE orders

and directives.

### **H.36. DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)**

The Contractor shall comply with the following:

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

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

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

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

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

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

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

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

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

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

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

### **H.37. DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)**

(a) Pursuant to the clause at DEAR 952.204-2, Security, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

Directive No. Date Directive Title / Contract

Requirements Document See **Attachment TBD**

for applicable DOE orders and directives.

### **H.38. DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES OR SERVICES (APR 2018)**

(a) Pursuant to the Government Property clause of this contract, the Government shall, during the period of performance of this contract, furnish to the Contractor office space for approximately **470 contractor personnel**. Additional office space may be provided by the Government as necessary for contract performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.

(b) As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephone, janitorial, and mail services, and access to Government owned computer systems.

### **H.39. DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014)**

The Contractor agrees that:

a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015 entitled "Updated Guidance on Conference-Related Activities and Spending."

c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:

1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or

ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth

space).

2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non- M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:

1) Conference title, description, and date

2) Location and venue

3) Description of any unusual expenses (e.g., promotional items)

4) Description of contracting procedures used (e.g., competition for space/support)

5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)

6) Number of attendees

f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.

g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.

1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:

i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or

ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.

2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.

3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

1) Track all conference expenses.

2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single

conference with net costs to the contractor of \$100,000 or greater.

i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.

Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

#### **H.40. DOE-H-2070 KEY PERSONNEL (OCT 2014)**

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

are identified below: **NAME: TBD**

**POSITION/TITLE: TBD**

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

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

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

(1) The term "reasonably in advance" is defined as thirty (30) calendar days.

(2) Key personnel are considered "managerial personnel" under the

clause at Not applicable.

#### **H.41. DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)**

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof under **Attachment TBD** or identified elsewhere in the contract.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of

this contract at FAR 52.243-1 Changes-Fixed-Price, Alternate II, FAR52.243-2 -- Changes -- Cost-Reimbursement Alternate II, and FAR 52.243-3 Changes -Time-and-Materials or Labor- Hours. .

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

#### **H.42. DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)**

(a) The Government [] provide Government-owned and/or –leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause [].

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:

- (1) Use vehicles only for official purposes and solely in the performance of the contract.
- (2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.
- (3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
- (4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
- (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
- (6) Use seat belts while operating or riding in a Government vehicle.
- (7) Do not use tobacco products while operating or riding in a Government vehicle.
- (8) Do not provide transportation to strangers or hitchhikers.
- (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.
- (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall -

- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
  - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.
- (d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or –leased vehicles are to be provided for use by subcontractor employees.

#### **H.43. DOE-H-2073 RISK MANAGEMENT AND INSURANCE PROGRAMS (DEC 2014)**

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE- funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

## 1. BASIC REQUIREMENTS

- a. Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.
- b. Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 970.5070, Indemnification, and DEAR 950.70, Nuclear Indemnification of DOE Contractors).
- c. Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts, FAR 31.205-19, Insurance and Indemnification, DEAR 952.231-71 Insurance-Litigation and Claims, and DEAR 970.5228-1, Insurance-Litigation and Claims.
- d. Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.
- e. The contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
- f. When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable.
- g. Ensure self-insurance programs include the following elements:
  - (1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
  - (2) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
  - (3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
  - (4) Accounting of self-insurance charges.
  - (5) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
    - (a) The claims reserve shall be held in a special fund or interest bearing account.
    - (b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
    - (c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.

(d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

h. Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.

i. Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

2. PLAN EXPERIENCE REPORTING. The Contractor shall:

a. provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:

- (1) The amount paid for each claim.
- (2) The amount reserved for each claim.
- (3) The direct expenses related to each claim.
- (4) A summary for the year showing total number of claims.
- (5) A total amount for claims paid.
- (6) A total amount reserved for claims.
- (7) The total amount of direct expenses.

b. provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).

c. provide additional claim financial experience data as may be requested on a case-by-case basis.

3. TERMINATING OPERATIONS. The Contractor shall:

a. ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.

b. identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.

c. reach agreement with DOE on the handling and settlement of self insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.

4. SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION. The Contractor shall:

a. obtain the written approval of the Contracting Officer for any change in program direction; and

b. ensure insurance coverage replacement is maintained as required and/or approved

by the Contracting Officer.

#### **H.44. DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (OCT 2014)**

The Contractor agrees that:

- a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

#### **H.45. DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)**

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

#### **H.46. DOE-H-2078 MULTIFACTOR AUTHENTICATION FOR INFORMATION SYSTEMS**

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

### **Section I - Contract Clauses**

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

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

#### **I.2. FAR 52.202-1 DEFINITIONS. (NOV 2013)**

#### **I.3. FAR 52.203-3 GRATUITIES. (APR 1984)**

#### **I.4. FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)**

#### **I.5. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)**

#### **I.6. FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)**

**I.7. FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**I.8. FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**I.9. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)**

**I.10. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)**

**I.11. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)**

(a) Definition.

*United States*, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s)*. Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

*Poster(s) Obtain from*

<https://www.energy.gov/ig/downloads/office-inspector-general-hotline-poster>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

**I.12. FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEC 2011)**

**I.13. FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)**

**I.14. FAR 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)**

This contract is subject to the written approval of the IDIQ Legacy Management Support Contracting Officer and shall not be binding until so approved.

**I.15. FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**

**I.16. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)**

**I.17. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2018)**

**I.18. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)**

**I.19. FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)**

**I.20. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)**

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

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.

- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**I.21. FAR 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL. (JAN 2017)**

**I.22. FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES. (MAY 2014)**

**I.23. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)**

**I.24. FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)**

**I.25. FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)**

**I.26. FAR 52.210-1 MARKET RESEARCH. (APR 2011)**

**I.27. FAR 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT. (SEP 2000)**

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of as applicable at task order level per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default - Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default - Fixed-Price Supply and Service clause in this contract.

**I.28. FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)**

**I.29. FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

**I.30. 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)**

**I.31. FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009) -- ALTERNATE I (OCT 2009)**

**I.32. FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018), DEAR 952.216-7 ALLOWABLE COST AND PAYMENT.**

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR), in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

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

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-
- (1) In accordance with the terms and conditions of a subcontract or invoice; and
  - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
  - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate

Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

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

- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
  - (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
  - (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
  - (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
  - (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
  - (F) Facilities capital cost of money factors computation.
  - (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
  - (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
  - (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
  - (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
  - (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
  - (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
  - (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
  - (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
  - (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
  - (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
  - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
  - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
  - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
  - (G) Management letter from outside CPAs concerning any internal control weaknesses.
  - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
  - (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
  - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
  - (K) Federal and State income tax returns.
  - (L) Securities and Exchange Commission 10-K annual report.
  - (M) Minutes from board of directors meetings.
  - (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
  - (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
  - (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts

and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

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

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

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

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

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

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

(g) **Audit.** At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

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

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

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

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

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

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

**I.33. FAR 52.216-8 FIXED FEE. (JUN 2011)**

(g) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(h) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

**I.34. FAR 52.216-18 ORDERING. (OCT 1995)**

- (A) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from sixty months after the date of the award for the IDIQ, through [ insert dates].
- (B) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (C) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.35. FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of TBD;
- (2) Any order for a combination of items in excess of TBD; or

(c) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above. If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to

ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.36. FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after six months after the expiration date of the respective Task Order..

**I.37. FAR 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-COMMERCIAL ITEM ACQUISITION. (FEB 2007)**

**I.38. FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

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

**I.39. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000) (Applicable at the Task Order level)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30)days (before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty six months.(months)(years).

**I.40. FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2011)**

**I.41. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2018)**

**I.42. FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING. (JAN 2017)**

**I.43. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g)

of this clause.

- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 562910 Environmental Remediation Services, Exception assigned to contract number TBD.  
(Contractor to sign and date and insert authorized signer's name and title).

**I.41. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**

**I.42. FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)**

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

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.42. FAR 52.222-3 CONVICT LABOR. (JUN 2003)**

**I.43. FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2018)**

**I.44. FAR 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS. (AUG 2018)**

**I.45. FAR 52.222-7 WITHHOLDING OF FUNDS. (MAY 2014)**

**I.46. FAR 52.222-8 PAYROLLS AND BASIC RECORDS. (AUG 2018)**

**I.47. FAR 52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)**

**I.48. FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)**

**I.49. FAR52.222-11 SUBCONTRACTS (LABOR STANDARDS). (MAY 2014)**

**I.50. FAR 52.222-12 CONTRACT TERMINATION - DEBARMENT. (MAY 2014)**

**I.51. FAR 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS. (MAY 2014)**

**I.52. FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)**

**I.53. FAR 52.222-15 CERTIFICATION OF ELIGIBILITY. (MAY 2014)**

**I.54. FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)**

**I.55. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)**

**I.56. FAR 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)**

**I.57. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)**

(a) Definitions. As used in this clause-

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

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

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

**I.58. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)**

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

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

**I.59. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)**

**I.60. FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (AUG 2018)**

**I.61. FAR. 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 2014)**

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

*This Statement is for Information Only: It Is Not A Wage Determination*

**I.62. FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (AUG 2018)**

**I.63. FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (JAN 2019)**

**I.64. FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)**

**I.65. FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (DEC 2015)**

**I.66. FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)**

**I.67. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997)**

**I.68. FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)**

**I.69. FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**

**I.70. FAR 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)**

**I.71. FAR 52.223-13 ACQUISITION OF EPEAT(R)-REGISTERED IMAGING EQUIPMENT. (JUN 2014)**

**I.72. FAR 52.223-14 ACQUISITION OF EPEAT(R)-REGISTERED TELEVISIONS. (JUN 2014)**

**I.73. FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)**

**I.74. FAR 52.223-16 ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS. (OCT 2015)**

**I.75. FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (AUG 2018)**

**I.76. FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**

**I.77. FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS. (MAY 2011)**

**I.78. FAR 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)**

**I.79. FAR 52.224-2 PRIVACY ACT. (APR 1984)**

**I.80. FAR 52.224-3 PRIVACY TRAINING. (JAN 2017) - ALTERNATE I (JAN 2017)**

**I.81. FAR 52.225-1 BUY AMERICAN - SUPPLIES. (MAY 2014)**

**I.82. FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**

**I.83. FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**

**I.84. FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**

**I.85. FAR 52.227-3 PATENT INDEMNITY. (APR 1984) - ALTERNATE I (APR 1984)**

- (a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as *construction work*) under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.
- (b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.
- (c) This patent indemnification shall not apply to the following items: [Contracting Officer list and/or identify the items to be excluded from this indemnity.]

**I.86. FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)**

**I.87. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)**

**I.88. FAR 52.232-1 PAYMENTS. (APR 1984)**

**I.89. FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)**

**I.90. FAR 52.232-11 EXTRAS. (APR 1984)**

**I.91. FAR 52.232-17 INTEREST. (MAY 2014)**

**I.92. FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)**

**I.93. FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**

**I.94. FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)**

**I.95. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)**

**I.96. FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**

**I.97. FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)**

**I.98. FAR 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)**

**I.99. FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**I.100. FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)**

**I.101. FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**I.102. FAR 52.236-2 DIFFERING SITE CONDITIONS. (APR 1984)**

**I.103. FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)**

**I.104. FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I.105. FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)**

**I.106. FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**

**I.107. FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)**

**I.108. FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)**

**I.109. FAR 52.242-13 BANKRUPTCY. (JUL 1995)**

**I.110. FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE II (APR 1984)**

**I.111. FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE II (APR 1984)**

**I.112. FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)**

**I.113. FAR 52.244-2 SUBCONTRACTS. (OCT 2010)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **TBD**

**I.114. FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)**

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds-

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

objective and in negotiating the final price;

- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

**I.115. FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**

**I.116. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JAN 2019)**

**I.117. FAR 52.245-1 GOVERNMENT PROPERTY. (JAN 2017)**

**I.118. FAR 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES. (APR 2012)**

- (a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
- (b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
- (c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.
- (d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
- (e) Government property provided under this clause: [ ]

**I.118. FAR 52.245-9 USE AND CHARGES. (APR 2012)**

**I.119. FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

**I.120. FAR 52.248-1 VALUE ENGINEERING. (OCT 2010)**

**I.121. FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)**

**I.122. FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)**

**I.123. FAR FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) - ALTERNATE IV (SEP 1996)**

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

**I.125. FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)**

**I.126. FAR 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 2012)**

**I.127. FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES. (JAN 1991)**

**I.128. FAR 52.252-4 ALTERATIONS IN CONTRACT. (APR 1984)**

Portions of this contract are altered

as follows: **TBD.**

**I.129. FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

**I.130. DEAR 952.202-1 DEFINITIONS.**

**I.131. DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (DEC 2000)**

**I.132. DEAR 952.204-2 SECURITY REQUIREMENTS. (AUG 2016)**

- (a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) *Definition of classified information.* The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.
- (d) *Definition of restricted data.* The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 (Section 142, as amended, of the Atomic Energy Act of 1954).
- (e) *Definition of formerly restricted data.* The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-(1) Relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.
- (f) *Definition of national security information.* The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) *Definition of special nuclear material.* The term "special nuclear material" means-(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 (section 51 as amended, of the Atomic Energy Act of 1954) has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations  
and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
- (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an

uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

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

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

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

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

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

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office:

(A) The date(s) each Review was conducted;

(B) Each entity that provided information concerning the individual;

(C) A certification that the review was conducted in accordance with all

applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

- (D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
  - (E) The results of the test for illegal drugs.
- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- (j) *Foreign ownership, control, or influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.
- (2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
- (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.
- (4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.
- (k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR part 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
- (l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require

subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

**I.132. DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION. (SEP 1997)**

**I.133. DEAR 952.204-75 PUBLIC AFFAIRS. (DEC 2000)**

**I.134. DEAR 952.204-77 COMPUTER SECURITY. (AUG 2006)**

**I.135. DEAR 952.208-7 TAGGING OF LEASED VEHICLES. (APR 1984)**

**I.136. DEAR 952.208-70 PRINTING. (APR 1984)**

**I.137. DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (AUG 2009)-ALTERNATE I (AUG 2009)**

**I.138. DEAR 952.215-70 KEY PERSONNEL. (DEC 2000)**

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

- (1) Notify the Contracting Officer reasonably in advance;
- (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
- (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

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

**TBD**

**I.139. DEAR 952.217-70 ACQUISITION OF REAL PROPERTY. (MAR 2011)**

**I.140. DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION.**

**I.141. DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS. (APR 1984)**

**I.142. DEAR 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT—SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (DEC 2010)**

**I.143. DEAR 952.223-78 SUSTAINABLE ACQUISITION PROGRAM. (OCT 2010)**

(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well being of Federal employees, contract service providers and visitors using the facility.

(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures in the Changes clause of the contract. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:

(1) Recycled Content Products are described at <http://epa.gov/cpg>.

(2) Biobased Products are described at <http://www.biopreferred.gov/>.

(3) Energy efficient products are at <http://energystar.gov/products> for Energy Star products.

(4) Energy efficient products are at <http://www.femp.energy.gov/procurement> for FEMP designated products.

(5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at <http://www.epeat.net> the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site.

(6) Green house gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at <http://www.archives.gov/federal-register/executive-orders/disposition.html>.

(7) Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>.

(8) Water efficient plumbing products are at <http://epa.gov/watersense>.

(c) The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product-

(1) Is not available;

(2) Is not life cycle cost effective or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable (EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level);

(3) Does not meet performance needs; or,

(4) Cannot be delivered in time to meet a critical need.

(d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (<http://www.epa.gov/greeningepa/practices/eo13423.htm>) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (<http://www.archives.gov/federal-register/executive->

orders/disposition.html). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic performance. This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non-ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: <http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf>.

(e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or WaterSense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, Attachment 1, or its successor to the extent required elsewhere in the contract. This requirement should not be flowed down to subcontractors.

(f) In complying with the requirements of paragraph (c) of this clause, the Contractor(s) shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position. Reporting under this paragraph and paragraphs (g) and (h) of this clause is only required if the contract or subcontract offers subcontracting opportunities for energy efficient and environmentally sustainable products or services exceeding \$100,000 in any contract year.

(g) The Contractor shall prepare and submit performance reports, if required, using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default.

(h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor, if subcontracting opportunities for sustainable and environmentally preferable products or services exceed the threshold in paragraph (f) of this clause, will comply with the procedures in paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the Prime Contractor's Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the Subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.

(i) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "Subcontractor."

**I.144. DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE. (JUNE 1997)**

**I.145. DEAR 952.231-71 INSURANCE-LITIGATION AND CLAIMS. (JUL 2013)**

**I.146. DEAR 952.242-70 TECHNICAL DIRECTION. (DEC 2000)**

**I.147. DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT. (AUG 2016)**

**I.148. DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. (AUG 2009)**

**I.149. DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES-FACILITY MANAGEMENT CONTRACTS (AUG 2009)**

**I.150. DEAR 970.5223-6 EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT (OCT 2010)**

Since this contract involves Contractor operation of Government-owned facilities and/or motor vehicles, the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if

the Government were operating the facilities or motor vehicles. Information on the requirements of the Executive Order may be found at <http://www.archives.gov/federal-register/executive-orders/>.

**I.151. DOE-I-2001 PERFORMANCE GUARANTEE AND RESPONSIBLE CORPORATE OFFICIAL (OCT 2015)**

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in the Section J Attachment TBD entitled, Performance Guarantee Agreement. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this Clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the Contractor regarding Contractor performance issues:

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Company/Organization: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

**Section J - List of Documents, Exhibits and Other Attachments List of Documents, Exhibits, and Other Attachments**

Attachment Number	Title	Date

**J.1. DOE-J-2001 DOE-J-2001 LIST OF ATTACHMENTS (OCT 2015)**

The following attachments constitute part of this contract:

Table of Attachments

CLIN	Description	Quantity	Unit	Unit Price	Amount

**Section K - Representations, Certifications, and Other Statements of Offerors**

**K.1. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**K.2. FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (OCT 2018)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910

Environmental Remediation Services, Exception.

- (e) The small business size standard is 750 employees.
- (f) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the offeror has an active registration in the System for Award Management (SAM), the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

\_\_\_(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

- The acquisition is to be made under the simplified acquisition procedures in Part 13;
- The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

- Are not set aside for small business concerns;
- Exceed the simplified acquisition threshold; and
- Are for contracts that will be performed in the United States or its outlying areas.

- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- If the acquisition value is less than \$25,000, the basic provision applies.
  - If the acquisition value is \$25,000 or more but is less than \$50,000, the provision withits Alternate I applies.
  - If the acquisition value is \$50,000 or more but is less than \$80,317, the provision withits Alternate II applies.
  - If the acquisition value is \$80,317 or more but is less than \$100,000, the provision withits Alternate III applies.
- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.204-17, Ownership or Control of offeror.

(ii) 52.204-20, Predecessor of offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.  (A)

Basic.

(B) Alternate I.

[ ] (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change

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

**K.3. FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (JUL 2016)**

(a) Definition. As used in this provision—

“Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via –

(1) Registration in the system for Award management (SAM) at [www.sam.gov](http://www.sam.gov). If the offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a CAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://www.cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

#### **K.4. FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)**

(d) *Definitions.* As used in this provision-

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means-

- The total value of all current, active contracts and grants, including all priced options; and
- The total value of all current, active orders including all priced options under indefinite-delivery, indefinite- quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(e) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(f) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- In a criminal proceeding, a conviction.
  - In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - In an administrative proceeding, a finding of fault and liability that results in:
    - The payment of a monetary fine or penalty of \$5,000 or more; or
    - The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(g) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

#### **K.5. DEAR 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST-DISCLOSURE. (JUN 1997)**

- (i) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (j) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.
- (k) The statement must contain the following:
- (l) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
- (m) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may

exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

- (n) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

#### **K.6. DOE-K-2001 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (MAR 2019)**

(o) Proposals for contracts that are part of a project valued at \$100 million or more.

(a) The offeror shall provide documentation that the cognizant Federal agency (generally, Office of Project Management Oversight and Assessments at Department of Energy [DOE] headquarters) has determined that its Earned Value Management System (EVMS) complies with the guidelines in the Electronic Industries Alliance Standard 748 (EIA-748). The Government reserves the right to perform reviews of the EVMS when deemed necessary to verify compliance.

(b) If the offeror proposes to use a system that has not been determined to be in compliance with EIA-748, the offeror shall submit a comprehensive plan for compliance with the guidelines in EIA-748.

(e) The plan shall—

(e) Describe the EVMS intended for use in performance of the contract, and how the proposed EVMS complies with the EVMS guidelines in EIA-748;

(f) Distinguish between the offeror's existing management system and modifications proposed to meet the EVMS guidelines;

(g) Describe the management system and its application in terms of the EVMS guidelines;

(h) Describe the proposed procedure for administration of the EVMS guidelines as applied to subcontractors; and

(i) Describe the process to be used in determining subcontractor compliance with EIA-748.

(f) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(g) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVMS will be compliant with the guidelines in EIA-748.

(p) Proposals for contracts that are part of a project valued at \$50 or more, but less than \$100 million.

(d) The offeror shall submit a written description of the management procedures it will use and maintain in the performance of any resultant contract to comply with the requirements of the Earned Value Management System clause of the contract. The description shall include—

- A matrix that correlates each guideline in EIA-748 (current version at time of solicitation) to the corresponding process in the offeror's written management procedures; and
- The process to be used in determining subcontractor compliance with EIA-748.

(e) If the offeror proposes to use an EVMS that has been determined by the cognizant Federal agency to be in compliance with the EVMS guidelines in EIA-748, the offeror may submit a copy of the documentation of such determination instead of the written description required by paragraph (b)(1) of

this provision.

(q) Subcontracts. The offeror and the Government will make risk-based decisions on which subcontractors (or subcontracted efforts, to potentially include all contract types) will be subject to the clause at 952.234-4, Earned Value Management System. The offeror shall be responsible for ensuring that the identified subcontractors comply with the requirements of the clause at 952.234-4.

(r) Integrated baseline reviews. DOE will conduct an Integrated Baseline Review (IBR) not later than 180 calendar days after contract award, the exercise of significant contract options, and the incorporation of major modifications. The purpose of the IBR is to verify the technical content and the realism of performance budgets, resources, and schedules. It should provide a mutual understanding of performance risks and the underlying management control systems, and it should formulate a plan to handle these risks. DOE and the Contractor will use the IBR process described in the National Defense Industrial Association (NDIA) IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

### **Section L - Instructions, Conditions, and Notices to Offerors**

#### **L.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vmfara.htm> for FAR provisions and <http://farsite.hill.af.mil/vmdoea.htm> for DEAR provisions.

#### **L.2. FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)**

#### **L.3. FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (JUL 2016)**

#### **L.4. FAR 52.207-1 NOTICE OF STANDARD COMPETITION. (MAY 2006)**

#### **L.5. FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)**

#### **L.6. FAR 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)**

#### **L.7. FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)**

#### **L.8. FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME. (MAR 2015)**

#### **L.9. DEAR 952.219-70 DOE MENTOR-PROTEGE PROGRAM. (MAY 2000)**

#### **L.10. DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (AUG 2009)**

#### **L.11. DEAR 952.233-5 AGENCY PROTEST REVIEW. (SEP 1996)**

#### **L.12 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE**

Prime must ensure it is a registered small business under NAICS code 562910 Environmental Remediation Services, Exception with a size standard of 750 employees. Contractor must ensure this information can be validated on SAM.gov prior to submission of the original proposals. If this information cannot be validated by the Government

through SAM.gov, the proposal will be deemed unacceptable or otherwise non-responsive.

**L.13. FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2017)**

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

*Discussions* are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

*In writing, writing, or written* means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

*Proposal modification* is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

*Proposal revision* is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

*Time*, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

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

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

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

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

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

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

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

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

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

- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a contract **without discussions** with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
  - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
  - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
  - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
  - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
  - (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
  - (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
  - (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
    - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
    - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(12) If at any time prior to the award of the contract, should a decision be made that an offeror intends on merging with another company or will be bought out by another vendor causing a novation agreement, the Contractor is required to notify the Contracting Officer immediately. The agreements need not yet be final, once the decision is made, the Contractor is obligated to inform the Contracting Officer.

**L.14. FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of a single award IDIQ contract resulting from this solicitation.

**L.15. FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006), DEAR 952.233-2 SERVICE OF PROTEST.**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer for the Office of Legacy Management, U.S. Department of Energy, 1000 Independence Ave, S.W., Washington, D.C. 20585.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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

**L.16. DEAR 952.204-73 FACILITY CLEARANCE. (AUG 2016)**

*Notices*

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

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

(2) *Use of Certificate Pertaining to Foreign Interests, Standard Form 328.* (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the

Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

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

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

(3) *Definitions.* (1) *Foreign Interest* means any of the following-

- A foreign government, foreign government agency, or representative of a foreign government;
- Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- Any person who is not a citizen or national of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

#### Notice to Offerors-Contents Review (Please Review Before Submitting)

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

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

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

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

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

(9) A summary FOCI data sheet.

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

#### **L.17. DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015)**

a) Offeror. The term “offeror,” as used in this Section L, refers to the single entity submitting the proposal. The offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

(b) Availability of the solicitation, amendments, and other documents – electronic media. In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at:

<https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of this website to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

(c) Submission of proposals.

(1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. The offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov>.

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. Proposals shall only be accepted through FedConnect. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than **TBD**. Proposals submitted via hardcopy, email, or the FedConnect Message Center shall not be accepted or considered. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal **not being considered**. **By submitting a proposal, the Offeror agrees to comply** with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website.

(3) Electronic submission of a proposal via FedConnect shall be considered the Offeror's official offer and will be considered binding.

(d) Solicitation instructions and proposal information.

(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an offeror possesses any capability unless set forth in the proposal. This applies even if the offeror has existing contracts with the Federal government, including the Department of Energy.

(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation.

(e) Proposal volumes and page limitations.

(1) The overall proposal shall consist of three separate volumes, organized and individually entitled as stated below, with the following page limitations. Any and all price information shall only appear in the Price volume. Each volume shall be clearly and appropriately demarcated. Proposals shall only be submitted by the prime contractor. •  
Any information beyond the stated page limitation within the factor will not be evaluated.

<b>Volume I- OFFER and OTHER DOCUMENTS</b> <b>Submit 1 Electronic Word/ PDF Copy</b>	
<b>Factor</b>	<b>Page Limit</b>
Offer and Other Documents	Unlimited Page Count
<b>Volume II - TECHNICAL VOLUME</b> <b>Submit 1 Word/ PDF Electronic Copy</b>	
<b>Factor</b>	<b>Page Limit</b>
Technical and Capabilities Approach	Total 32 pages (no more than 25 pages for factor elements “a-c”, and no more than 7 pages for factor element “d”)  Resumes and Letters of Commitment are not part of the page count.
Management Approach	Total 35 pages (no more than 25 pages total for factor elements “a-e”, and no more than 10 pages for factor element “f”)
Teaming Approach	Total 27 pages (no more than 7 pages for factor elements “a-b” and no more than 20 pages for factor element “c-i”)
Past Performance	Copies of PPQ submissions as provided to third party clients with project details and contact information. (No more than 5 pages for the rationale for project selection.)
<b>Total Page Count (Factors 1, 2, 3) for Volume II</b>	<b>99 pages</b>
<b>Volume III – PRICE VOLUME:</b> <b>Submit 1 Electronic Copy Excel (Matrix), Word/ PDF (supporting documentation)</b>	
<b>Factor</b>	<b>Page Limit</b>
Price	Unlimited Page Count  Price Matrix & supporting documentation

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

(3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not

cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost Proposal, unless otherwise specified.

(f) Proposal specifications.

(1) Cover letter.

A cover letter for each volume shall be included in the proposal and must identify the following information:

- ✓ Volume Number
- ✓ RFP identification/Solicitation Number
- ✓ acknowledgement of any amendments (clearly stated)
- ✓ name and address of prime offeror
- ✓ Prime taxpayer ID number
- ✓ Prime DUNs Number
- ✓ Prime CAGE code
- ✓ Prime Offeror's Point of Contact (POC) name, title, phone, and e-mail
- ✓ Period through which the proposal is valid (Proposal validation period shall be a minimum of 180 days)
- ✓ Business size and socio-economic status

The cover letter shall identify the following information for each of the subcontractor(s) or teaming partner(s):

- ✓ Name of the company
- ✓ taxpayer ID number
- ✓ DUNs Number
- ✓ CAGE code
- ✓ Business size and socio-economic status

(2) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(3) Cross reference matrix. The Offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Statement of Work, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the offeror's proposal.

(4) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages.

(5) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type.

(6) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the

offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable

(7) Page numbering. All pages shall be sequentially numbered in accordance with the page limits established per volume. See breakdown of page limits on page **TBD** of this solicitation.

(8) File format. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software. The Offeror shall include no hotlinks or custom XML encoding (macros) in any Excel files submitted. No copy protection or other security countermeasures are permitted in any proposal files.

(g) Classified Information. The offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.

(h) Questions.

(1) The cut-off date for all questions is **TBD by TBD EST**. Questions regarding this solicitation must be submitted via FedConnect. **No telephonic requests, questions or inquiries will be entertained.** Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on FedConnect in the form of an amendment as soon as practicable. The Government will not identify prospective offerors submitting questions. Offerors must check FedConnect periodically to ascertain the status of answers to questions.

(2) This solicitation is considered complete and adequately describes the Government's requirements. If an offeror believes that there is an error in the solicitation, or an omission, the offeror shall submit a question through FedConnect.

(i) False Statements. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

(j) Examination of data. By submission of a proposal, the offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.

(k) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; Part III, Section J – List of Documents, Exhibits and Other Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.

#### **L.18. DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS (NOV 2016)**

Volume I, Offer and Other Documents consists of the actual offer to enter into a contract to perform the desired work. As part of the Offeror's proposal, the Offeror is required to submit the documentation below.

The Offer and Other Documents will not be evaluated as part of the price factor or any additional factors. The

Offer and Other Documents will serve to inform the government whether the contractor has met solicitation requirements and is eligible for award. The contracting officer may at the time of award, require the contractor to modify certain aspects of these documents for clarity and to ensure completeness before incorporating them into the contract.

Required Offer and Other Documents found missing in Volume I of the Offeror's proposal may result in the proposal being deemed unacceptable. If the proposal is deemed unacceptable, the proposal will not be further considered for evaluation or award.

Volume I, Offer and Other Documents, must include the following documents (in the order listed):

- 1) Acknowledgement of Solicitation and Amendments (SF 33 and SF 30(s))
- 2) Exceptions, Deviations or Assumptions
- 3) Attachment **TBD** Performance Guarantee Agreement
- 4) Acknowledgement of Section K-- Representations, Certifications, And Other Statements Of Offerors
- 5)
- 6) Attachment **TBD** Adequate Accounting Systems (SF 1408)
- 7) Documentation that proposed EVMS system is compliant with the EVMS guidelines in Electronic Industries Alliance Standard 748 (EIA-748)
- 8) Signed Industry Teaming Agreement or Joint Venture Arrangement
- 9) Prime contractor responsibility determination of subcontractor or teaming partner
- 10) E-Verify Enrollment
- 11) Organizational Conflict of Interest (OCI) Disclosure/Representation (See DEAR 952.209-8)
- 12) Facility Clearance and FOCI Responsibility Requirement (See DEAR 952.204-73)

- 1) Acknowledgement of Solicitation and Amendments

The Offeror must acknowledge and submit SF33 and any amendments issued (SF30s) for this solicitation.

- 2) Exceptions, Deviations or Assumptions

Exceptions, deviations, or assumptions regarding the Contractor's interpretation of the requirement are not favored. Each proposal should identify any exception(s), deviation(s) or assumption(s) the contractor makes. If the contractor takes exception(s), deviation(s), or assumption(s) to the requirement, the Offeror understands the Contracting Officer, at his or her discretion, may find the offeror's proposal unacceptable, and as a result, the proposal may not be further considered for evaluation or award. Otherwise, the Offeror must provide a statement in the price volume that the Contractor does not take or make any exceptions, deviations, or assumptions to the requirement.

- 3) Attachment **TBD** – Performance Guarantee

The Department of Energy contracts with entities that have been created by an already existing corporate entity or entities solely for the purpose of performing a specific contract. This situation can occur in the award of contracts where the prospective awardee is created for performance of the instant contract, for example, where a joint venture or similar legally binding corporate partnership is created. The Government's interests must be protected if the financial and other resources of a potential awardee necessary to establish financial responsibility are owned or controlled by a parent corporate entity or other entity.

Prior to award of any contract, the Contracting Officer will make a responsibility determination, including consideration of whether the new entity will have sufficient financial and other resources available to it to carry out performance of the prospective contract, including any liabilities it could incur to the Department under the terms of the contract. Contractor shall draft the performance guarantee agreement and ensure that it is enforceable in the forum where an enforcement action would be brought should the subsidiary corporate entity fail to perform, and should the parent or other entity refuse to fulfill its guarantee. The performance guarantee agreement will become part of the contract at the time of award.

The Performance Guarantee is required for joint ventures and any new entity created solely for this contract. A Performance Guarantee must be included for the JV entity and for each member of the JV entity, and respectively for any other new entity.

4) Acknowledgement of Section K-- Representations, Certifications, And Other Statements Of Offerors

All Offeror Representations, Certifications, and Other Statements of Offerors in Section K are to be executed fully and a copy included in Volume I, Offer and Other Documents.

5) Adequate Accounting Systems

The Offeror must submit a result of a third-party audit demonstrating the adequacy of their accounting system, SF 1408 (See Attachment **TBD**) or proof approval of the offeror's accounting system by a cognizant Government auditing agency.

6) EVMS Compliance

Pursuant to FAR 52.234-3, the Offeror must submit its Cognizant Federal Agency's determination that the Offeror's proposed EVMS system is compliant with the EVMS guidelines in Electronic Industries Alliance Standard 748 (EIA-748) (current version at time of solicitation).. If no determination is available, the Offeror shall acknowledge under signature that a comprehensive plan for compliance with EVMS guidelines shall be submitted upon contract award.

7) Industry Teaming Agreement or Joint Venture Arrangement

The Offeror shall submit industry teaming agreement(s) signed by all principals of the respective parties.

A JV is a form of a teaming arrangement that will be treated as a single entity. Per the requirements of FAR 52.207-6, a JV must submit a Small Business Teaming Arrangement. In addition, an offer submitted by the JV must be 1) submitted in the name of the JV, 2) signed by the lead partner of the venture, 3) the party signing the offer for the JV must be listed in the JV Small Business Teaming Arrangement an individual who is a full-time employee of the JV singularly responsible to the government for performance of the contract. All information requested shall be clearly demarcated and easily identifiable in the offer and the Small Business Teaming Arrangement.

Unsigned agreement(s) submitted by an offeror will be deemed unacceptable. These agreements shall complement the Concept of Teaming Operations Agreement. The teaming agreement shall be for the duration of the IDIQ contract.

8) Prime contractor responsibility determination of subcontractor, or teaming partner

The prime contractor or identified lead partner(s) must submit written evidence of identified subcontractor or teaming partner's responsibility per FAR 9.104.

9) E-Verify Enrollment

Per FAR 52.222-54, contractors must provide proof of enrollment in the E-Verify system or a statement regarding their plan to enroll within 30 calendar days of contract award signed by a cognizant party.

10) Organizational Conflict of Interest (OCI) Disclosure/Representation. (See DEAR 952.209-8)

Please provide the following information for OCI:

- a. Name of Company, Address, Telephone Number and Taxpayer ID
- b. Description of Services to be provided
- c. A statement of any past, present or currently planned financial, contractual, organization or other interests relating to the requirement over the past three years.
- d. A statement that no actual or potential conflict of interest or unfair competitive advantage exists.

e. If an actual or potential conflict of interest or unfair competitive advantage may exist provide your mitigation plan.

11) Facility Clearance and FOCI Responsibility Requirement. (See DEAR 952.204-73)

A facility clearance (FCL) is an administrative determination that a facility is eligible for access to classified information or award of a classified contract. Also, in accordance with DEAR 952.204-73, Facility Clearance, a Facility Clearance and Foreign Ownership, Control or Influence (FOCI) approval (See <https://foci.anl.gov/submission> instructions Pertaining to Foreign Interests) is required since contractor employees will be required to have access authorizations to allow them to access classified matter at other Department of Energy (DOE) approved facilities.

Offerors shall demonstrate and provide evidence that they currently possess a Department Defense (DOD), DOE, Nuclear Regulatory Commission (NRC) or a Central Intelligence Agency (CIA) FCL. If they do, Offerors generally need not resubmit a FOCI package unless specifically requested to do so. Instead, provide your DOE or NRC Facility Clearance Code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation or review the information found at: <http://www.dss.mil/diss/efcl.html>.

If the Offeror does not possess an FCL granted by DOD, NRC, CIA or DOE, the Offeror must clearly demonstrate its ability to obtain this requirement in accordance with DOE Order 470.4B (7/21/11), particularly the explicit requirement for granting approval stated on Appendix B, Section 1, 1-1 and Appendix B, Section 1, Chapter 1, I-3. Offerors are required to complete electronically a FOCI Certification after being notified that they were selected for award. This certification can be found at the following website: <https://foci.anl.gov/>

Offerors are advised that the FCL requirements stated herein will be a matter of Contractor Responsibility pursuant to FAR 9.1, and most importantly FAR 9.104-1(e); FAR 9.104-1(f); FAR 9.104-1(g); and FAR 9.104-3(a).

**Failure to comply with this requirement may result in a Determination and Finding of Nonresponsibility by the Contracting Officer, resulting in exclusion of the Offeror from award. OFFERORS ARE URGED TO COMPLY WITH THE FACILITY CLEARANCE REQUIREMENT STATED HEREIN. COMPLETE ATTACHMENT TBD (Contract Security Classification Specification) and ATTACHMENT TBD (Certificate Pertaining to Foreign Interests)**

**L.19. DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL PROPOSAL – GENERAL (OCT 2015)**

**There is a 94 page limitation for Volume II, excluding any table of contents, cross reference matrix, glossary, title page, resumes, letters of commitment, and past performance information.**

(a) General

(1) Volume II - Technical proposal consists of the Offeror's Technical and Capabilities Approach, Management Approach, Teaming Approach, and Past Performance.

(2) In order that your Technical proposal may be evaluated strictly on the merit of the material submitted, no contractual cost information is to be included in your Technical proposal.

(b) Format and Content

Volume II, Technical proposal, shall include the following components:

(1) Table of Contents. A suitable table of contents shall be provided for ready reference.

No materials shall be incorporated by reference that are not included in the Technical proposal. Each proposal part should stand alone.

(2) Exceptions, Deviations or Assumptions. This component shall identify any exceptions or ,

deviations taken, or conditional assumptions made with respect to the technical requirements of the solicitation. If the contractor takes exception(s), deviation(s), or assumption(s) to the requirement, the Offeror understands the Contracting Officer, at his or her discretion, may find the Offeror's proposal unacceptable, and as a result, the proposal may not be further considered for evaluation or award.

(c) Specific Areas to be Addressed

All the items and factors described below shall be addressed in the Technical proposal.

**FACTOR 1: TECHNICAL & CAPABILITIES APPROACH**

Contractor must demonstrate understanding of the technical requirement. Specifically, contractor must demonstrate:

- a. comprehension of the objective, scope, and intent of the requirement as outlined in the Statement of Work.
- b. the extent of skills, knowledge and experience resident within the company personnel (key and non-key personnel) who have performed work within a similar environment and that is relevant to the statement of work.

To support the evaluation for this factor, contractor shall submit resumes for those labor categories identified as key personnel in Attachment **TBD** entitled "Position Qualifications". Resumes submitted for evaluation must be of contractor personnel 1) currently employed or will be employed with the company and 2) intended to be assigned to a given task order to support the requirements under section 1 of the Statement of Work entitled "LMS Requirements and Skillsets". Please submit Attachment **TBD** Letter of Commitment for each person put forth to support a key position.

Qualified personnel includes those with the appropriate education, experience, certifications, and security clearances, where required. The resumes shall identify the proposed position, employment history, education, technical expertise, and experience on work similar to that described in the SOW and should be commensurate with the proposed position.

Each resume submitted shall be no more than two (2) pages. Resumes will not count towards the page limitation set forth in this factor. Please note whether the key person is a current contractor personnel. All Resumes shall be placed within this factor as an attachment. The Government will not look at any information stated beyond the page limitation stated for each resume. All information contained in the resume must be verifiable and is subject to the False Claims Act.

Only one resume shall be proposed for the IDIQ manager. The IDIQ manager shall be a prime contractor employee personnel. The IDIQ manager resume shall be annotated as follows at center top: Functional Area IDIQ Manager—Key Personnel, Name: Beta S. Cavman.

- c. the extent of skills, knowledge and experience resident across the corporate management who has performed oversight and integration of contracted services within a similar environment and that is relevant to the Statement of Work.

*For the purpose of integration, the Government is looking to understand the automated tools and management system(s) the Contractor possesses, and how Contractor management team will help facilitate this process to ensure the Government and Contractor are on the same page; and to ensure rapid identification and response to management issues and Government inquiries.*

- d. a master quality control plan with methodology on how the offeror will control, monitor and improve quality of work products and services provided to the Government.

*To address element “d” contractor shall submit a complete, detailed master quality control plan (QCP) starting on a new page. The complete, detailed master QCP shall be no longer than 7 pages, enumerated 1-7. It shall be placed at the end of this factor. It will serve as a detachable, independent document that will become part of the IDIQ and flow down to all resultant task orders as a live document to be further tailored to each task order based on the operations of the program office.*

*For purposes of a QCP, the Government is not simply looking to understand the automated tools contractor possesses, but rather how will contractor quality control team help facilitate this process to ensure contractor improves its output to the Government.*

#### **FACTOR 2: MANAGEMENT APPROACH**

The Offeror must demonstrate how it will identify, apply and manage resources to support the LMS requirement. Specifically, the Offeror must demonstrate its approach to

- a. aligning contract management organizational structure-including roles and responsibilities and clear lines of authority-to effectively identify, communicate and address performance challenges; including the need to provide dependable and predictable performance, and resources necessary to satisfy the requirement of each task order awarded.

- b. promptly recruit and vet, develop, and retain personnel qualified to fulfill the Government’s needs as well as ability to exploit reach-back capability to rapidly fulfill short-term need or replace vacating positions with qualified personnel, to include a discussion of the offeror’s staff retention rate within the last 12 months and provide the annual retention rate for calendar year 2018. The retention rate must be calculated as follows: as of January 1, 2018, the offeror had X employees and of those X employees, on December 31, 2018, the offeror had Y employees; Z equals Y divided by X. Z equals the retention rate.

*This retention rate must be provided for each subcontractor or teaming partner in addition to the prime contractor.*

- c. how contractor will maximize the retention rate of its government-site contractor support for this government contract.

*In addressing element c, the Contractor must provide a retention rate the company has experienced regarding its Federal contractor support personnel; and how it intends to improve its performance against that metric for this contract. The calculation of this retention rate shall be the same as utilized in element b. If the Contractor has a high retention rate, the Contractor must demonstrate how that will be maintained against that metric for this contract. This retention rate must be provided for each subcontractor or teaming partner in addition to the prime contractor.*

- d. managing contractor personnel (to include subcontractor/teaming partner personnel) at Government site(s) and contractor site to achieve, maintain, and assure seamless integration of all activities and high level responsiveness to both short and long term needs of the Government. Describe work planning, integration of safety, communication, execute work in the SOW. Describe the planning, executing, tracking, and reporting of task orders-including tracking and reporting of respective invoices- awarded under this contract.

*For the planning, executing, tracking, and reporting of task orders, the Government is not simply looking to understand the automated tools Contractor possesses, but rather how Contractor management team will help facilitate this process to ensure the Government and Contractor are on the same page; and to ensure rapid identification and response to management issues and Government inquiries.*

- e. transition-in & out methodology for the onset and completion of the contract, and as necessary, transition

of replacements during an active contract; and how the knowledge transfer methodology will reduce risk to the Government without increasing cost or causing schedule delays.

*To address element “e”, Contractor shall submit a complete, detailed master transition-in & out plan starting on a new page. The complete, detailed master transition in & out plan shall be no longer than 10 pages, enumerated 1-10. It shall be placed at the end of this factor. It will serve as a detachable, independent document that will become part of the IDIQ and flow down to all resultant task orders as a live document to be further tailored to each task order based on the operations of the program office.*

### **FACTOR 3: TEAMING APPROACH**

A “prime contractor” whether for itself, as a small business, as part of a teaming arrangement, as a joint venture, or any other organizational structure must be a legal entity and shall address the following factor:

Contractor must be able to establish an effective business relationship(s) to support the Government’s needs. As a result contractor must:

- a. describe the prime’s past experience in managing subcontractor(s) or partners
- b. describe the history of working relationship among the prime and all identified subcontractor(s) or partners
- c. describe the experience and qualifications of the prime, each identified subcontractor and each partner firm contributes towards their obligations in fulfillment of the requirement
- d. describe the roles and responsibilities of the prime, each identified subcontractor and each partner(s)
- e. duration of agreement. The teaming agreement shall be for the duration of the IDIQ contract;
- f. describe the methodology to determine how work will be distributed among the prime, each identified subcontractor, and each partner while outlining clear lines of authority- bearing in mind that the prime must be in charge;
- g. describe how disagreements between the prime, each identified subcontractor, and each partner will be settled;
- h. describe how the prime will manage terminations and replacements of each identified subcontractor and each partner;
- i. describe how the prime will manage organizational conflicts of interest (OCI) among each identified subcontractor and each partner.

*To address element “c-i” of this factor, Contractor (including joint ventures) shall submit a Concept of Teaming Operations Agreement starting on a new page. The Concept of Teaming Operations Agreement shall be signed by all parties and may be conditioned on the offeror’s receiving an award from this solicitation. Unsigned Concept of Teaming Operations Agreements submitted by the offeror will be deemed “unacceptable” for this factor.*

*A Concept of Teaming Operations Agreement shall be no longer than 20 pages. It shall be placed at the end of this factor beginning on a new page, enumerated 1-20. It will serve as a detachable, independent document that will become part of the IDIQ.*

*The Contractor must identify each small business and its socio-economic status in this agreement.*

#### **FACTOR 4: PAST PERFORMANCE**

The Offeror shall submit its past performance in the management of contracts in which the scope, size, and complexity of the work is relevant and similar to the scope, size and complexity of this requirement. Size is defined as the dollar value (greater than \$75M a year) and associated contract duration (greater than five years of performance). Scope is defined as similar to the type of work pursuant to the requirements of the SOW. Complexity is defined as the performance challenges with multiple locations and regulatory programs, remoteness and variability of sites and risk. To the best of the Offeror's ability, provide a narrative no longer than five pages explaining the relevancy of each project chosen to support this factor. Contracts, Task Orders or Calls within contracts for services provided within the three years prior to the closing date of this solicitation will be considered when evaluating for Past Performance. In the addition, the Offeror will be evaluated on the following per the Past Performance Questionnaire (PPQ):

- a. Quality
- b. Schedule/Timeliness of Performance
- c. Customer Satisfaction
- d. Management/Personnel/Labor
- e. Cost/Financial Management
- f. Safety/Security
- g. General

PPQs are requested for the prime contractor as well as the teaming partner(s). Along with the narrative, the prime contractor should request a minimum of three (3) PPQs from third party clients, and the subcontractors and/or teaming partner(s) should request a minimum of two (2) PPQs from third party clients. The Government will evaluate the first three (3) PPQs received in email inbox in order of time and date for the prime contractor, and similarly the first two (2) PPQs received in inbox for each of the subcontractors or teaming partner(s). The Government will assess the relevancy of each member's PPQ to the work it is slated to perform under the contract. Should an Offeror submit its parent/sister company's past performance in response to this criterion and it is not demonstrated as a proposed resource, the DOE shall not evaluate it.

*The prime contractor must submit copies of PPQ submissions as provided to third party clients with project details and contact information for this criterion.*

Offerors, new entities, or joint ventures without recent or prior relevant experience will be rated as "Neutral" at the discretion of the Contracting Officer.

The Offeror shall initiate the PPQ concerning relevant contracts by requesting past performance information from those individuals who are authorized to respond on behalf of the client and who are most knowledgeable of the contract performance. The Offeror shall complete Blocks 1 through 4 of the PPQ before passing on the document to the third party client. The third party client is requested to fill out Blocks 5 through 8. Please submit the completed PPQ directly to **TBD** with a courtesy copy to **TBD** no later than **TBD**.

Offerors are responsible for ensuring the contact information provided for the representative is accurate and the representative is aware the DOE Office of Headquarters Procurement Services may be contacting them regarding the questionnaire and the offeror's past performance. In addition to the PPQ, the Government's sources of information for evaluating Past Performance may include, but are not limited to, any and all information provided by Contractor; any kind of inquiry conducted by DOE representative(s); any other sources not provided by the offeror and that has come to the attention of DOE; and retrieval of completed evaluations on Contractor Performance Assessment Reporting System (CPARS).

## **L.20. DOE-L-2012 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III –PRICE (OCT 2015)**

### **FACTOR 5: PRICE**

Offerors shall propose a price schedule corresponding to the breakdown of the labor categories and labor hours provided. The price for each labor category shall be fully-burdened labor rates in accordance with Attachment **TBD** for eight years. As noted in Attachment B, the IDIQ manager labor costs are to be considered as a component of indirect costs to the contract. Only the government facility rates will be used to determine price fair and reasonableness for the purposes of evaluation. The proposed total price for each year will be evaluated to determine whether the total IDIQ price for work at the government facility is fair and reasonable. The Government will only evaluate the labor categories proposed based on the labor categories provided in the solicitation (Attachment **TBD**).

If the Offeror proposes a labor category with a different title but the qualifications and duty descriptions are the same to the Government's proposed labor category, please provide contractor labor category in the appropriate column on the price schedule. .

\*Attachment **TBD**, the Pricing Template, provides the historically based total hours for each labor category. The contractor is to provide the fully-burdened government facility rates and the contractor facility rate for each category. The total for the government facility will be calculated automatically. Even though the excel sheet will automatically calculate the Total, it is the Offeror's obligation to verify the numbers add up correctly. The contractor is prohibited from changing the estimated labor hours provided. The offeror shall include no hotlinks or custom XML encoding (macros) in any Excel files submitted.

For evaluation purposes only, the total evaluated price is the sum of the total prices submitted for (a) the base period, (b) all option periods, and (c) the six-month extension authorized by FAR clause 52.217-8. For purposes of determining the total price for the six month extension authorized by FAR 52.217-8, the total price is calculated as one-half of the total price for the final year of the IDIQ ordering period. Evaluation of the six-month extension option(s) will not obligate the Government to exercise the option(s).

For price evaluation purposes only, Attachment **TBD** includes representative labor categories and hours for this IDIQ. Although the total computed prices are for price evaluation purposes only, the proposed fully burdened labor rates will be incorporated into the contract. Task orders may be issued utilizing these fully burdened labor rates.

For price evaluation purposes, the Contractor shall propose rates that are determined to be reasonable to metropolitan Denver, Colorado rates. The narrative on the basis for rates shall be clear, concise and succinct. There is no page limit for this factor; however offerors are encouraged to provide only that information necessary to a comprehensive review and that information which would allow the evaluation team to determine price reasonableness.

The prime contractor is responsible for incorporating any subcontractor or teaming partner pricing information into this price factor.

The Government reserves the right to add additional labor categories after the award of the IDIQ to meet the Government's needs.

Historically, LMS has been serviced by approximately 470 LMS contractor personnel support with a single award contract ceiling of \$366 Million for a period of performance of five years. Please note that the new contract will be for longer than a five year period so the potential estimated value will be higher.

## **L.21. DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)**

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

## **L.22. DOE-L-2016 NUMBER OF AWARDS (OCT 2015)**

It is anticipated that there will be a single award IDIQ resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

**L.23. DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

**L.24. DOE-L-2021 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (OCT 2015)**

(a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, offerors proposing a joint venture, subcontracting, or another form of teaming arrangement shall review 13 C.F.R. § 121.103, "How does SBA determine affiliation?" prior to submitting a proposal.

(b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the offeror and the Contracting Officer. Accordingly, a finding by the SBA of affiliation between an offeror and its proposed team member(s) or subcontractor(s) may result in the offeror being found to be other than a small business and therefore ineligible for contract award.

**L.25. DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)**

Alternate bids/proposals are not solicited, are not desired, and will not be evaluated. (End of Provision)

**L.26. DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)**

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of offers, potential offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors to **TBD** by **TBD**. If the bid/proposal is to be submitted by a teaming arrangement, the offeror is requested to submit the above information for all members of the proposing team.

**L.27. DOE-L-2026 SERVICE OF PROTEST (OCT 2015)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Bari R. Brooks, Contracting Officer, Office of Legacy Management, U.S. Department of Energy, 1000 Independence Ave., S.W.,  
Washington, D.C. 20585, Bari.Brooks@hq.doe.gov

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(c) Another copy of a protest filed with the GAO must be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy

Assistant General Counsel for Procurement and Financial

Assistance (GC-61) 1000 Independence Avenue, S.W.

Washington, DC 20585

Fax: (202) 586-4546

#### **L.28. DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)**

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR 33.2014(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

#### **L.29. DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)**

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

**END OF SECTION L**

### **Section M-Evaluation Factors for Award**

#### **M.1. BASIS FOR AWARD**

The Government intends to select an Offeror for award of a contract that represents the best value to the Government. In determining the best value to the Government, the evaluation factors for the Technical Proposal, when combined, are significantly more important than the evaluated price. The Government is more concerned with obtaining a superior technical and management proposal than making award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one offeror's technical and management proposal over another. The Government will assess what the strengths and weaknesses between or among competing technical and management proposals indicate from the standpoint of: (1) what the difference might mean in terms of anticipated performance, and (2) what the evaluated price to the Government would be to take advantage of the difference. The closer or more similar in merit that offerors' technical and management proposals are evaluated to be, the more likely the evaluated price may be the determining factor in selection for award.

#### **M.2. EVALUATION FACTORS: RELATIVE ORDER OF IMPORTANCE**

(a) The relative importance of the evaluation factors for Volume II Technical Proposal are listed in descending order of importance below.

Each evaluation factor applicable to this solicitation is identified and described in this and other provisions of this Section M. Each factor will receive a single overall rating. .

(b) The following factors, along with their relative weights, shall be used to evaluate Technical Proposals:

Factor 1 – Technical and Capabilities Approach, which is significantly more important than all other technical proposal criteria (2-5) combined.

Factor 2 – Management Approach, which is the second most important criteria.

Factor 3 – Teaming Approach, which is the third most important criteria.

Factor 4 – Past Performance, which is the fourth most important criteria.

Evaluation Factors 1-3 will be evaluated based on an adjectival rating of Outstanding, Good, Acceptable, Marginal, and Unsatisfactory. Evaluation Factor 4 will be rated on a Favorable, Unfavorable, and Neutral basis. The Price Proposal shall neither be point scored nor adjectively rated, but will be evaluated to determine price reasonableness and completeness in accordance with the RFP.

### **M.3. DOE-M-2001 PROPOSAL EVALUATION – GENERAL (OCT 2018)**

(t)

(a) Conduct of acquisition. (1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915, Contracting by Negotiation; and the provisions of this solicitation.

(2) DOE has established a Source Evaluation Board to evaluate the proposals submitted by offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors specified in the solicitation by assessing the relative significant strengths, strengths, significant weaknesses, weaknesses, deficiencies, and cost and performance risks of each offeror's proposal against the evaluation factors in this Section M to determine the offeror's ability to perform the contract.

(3) The designated source selection authority will select an offeror for contract award whose proposal represents the best value to the Government. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

(b) Deficiency in proposal.

(1) A deficiency, as defined at FAR 15.001, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an offeror whose proposal is determined to be deficient.

(2) A proposal will be eliminated from further consideration before complete evaluation if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation. Cursory responses or responses which merely repeat or reformulate the Statement of Work will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(c) Responsibility. In accordance with FAR Subpart 9.1, Responsible Prospective Contractors, and DEAR Subpart 909.1, Responsible Prospective Contractors, the Contracting Officer is required to make an affirmative determination of whether a prospective contractor is responsible. The Contracting Officer may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful offeror is responsible, the Contracting Officer shall make a determination of nonresponsibility and no award will be made to that offeror; unless, the apparent successful offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Part 19.6,

Certificates of Competency and Determinations of Responsibility.

(d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, the Government intends to evaluate proposals and award a contract without conducting discussions with offerors. Therefore, the offeror's initial proposal shall contain the offeror's best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions. If the Government conducts discussions, it will conduct them with all offerors in the competitive range.

#### **M.4. EVALUATION OF TECHNICAL PROPOSAL (VOLUME II)**

Evaluation will be conducted on the basis of the following factors. Each of these factors show receive an adjectival rating. These ratings are defined under M.7. Ratings & Definitions.

##### **FACTOR 1: TECHNICAL AND CAPABILITIES APPROACH**

The offeror will be evaluated based on the extent to which the approach demonstrates a thorough understanding of the objective, scope, and intent of the requirement; the skills, knowledge and experience, including the ability to integrate the contracted services, that contractor personnel and corporate management possess; and the extent to which the approach ensures quality services and quality work products.

##### **FACTOR 2: MANAGEMENT APPROACH**

The offeror will be evaluated based on the extent to which the approach demonstrates how they will develop an effective management structure in support of this contractor and resultant task orders; identify, apply and manage resources and performance challenges to meet the needs of the Government; plan, execute, report, and track task orders; and how well the approach demonstrates ability to integrate all activities in the SOW including safety and communications and the ability to demonstrate smooth transitions with minimal disruption to the Government.

##### **FACTOR 3: TEAMING APPROACH**

The offeror will be evaluated based on the extent to which the approach demonstrates the responsibilities of the prime, each identified subcontractor and partner; the distribution of work; lines of authority; past working relationships among the prime and each identified subcontractor and partner; the qualifications of the prime and each identified subcontractor and partner; the prime's past experience in managing subcontractors or partners; conflict resolution, OCI, and duration of agreement (See Attachment **TBD** and **TBD**).

##### **FACTOR 4: PAST PERFORMANCE**

The Offeror's past performance will be evaluated to assess the Government's confidence in the Offeror's likelihood of successful performance in fulfilling requirements that are relevant as similar in scope and size, and complexity of this requirement. Size is defined as the dollar value (greater than \$75M a year) and associated contract duration (greater than five years of performance). Scope is defined as similar to the type of work pursuant to the requirements of the SOW. Complexity is defined as the performance challenges with multiple locations and regulatory programs, remoteness and variability of sites and risk. The evaluation will consider recent past performance provided within the past three years from closing date of this solicitation. The Government may use present, past performance data, or both obtained from a variety of sources, including the Past Performance Questionnaire and those identified by the Offeror.

Offerors' without recent or prior relevant experience may be rated as "Neutral" at the discretion of the Contracting Officer. (See Attachment **TBD** for the Past Performance Questionnaire)

**NOTE: The CO may conduct a "down-select" after the evaluation of proposals for Factor 1: Technical and Capabilities Approach. The Government has determined that an Offeror who fails to demonstrate at least**

Terms and Conditions

**“Acceptable” in Technical and Capabilities Approach in accordance with the evaluation criteria under Factor 1 entails substantial and/or unacceptable risk to the Government for this requirement, and the Government would not make Award to such an Offeror for any price. See M.7 for the rating and definitions. Such proposal (or proposals) shall be determined technically unacceptable and eliminated from further consideration for Award. If a "down-select" occurs, the Government will not evaluate eliminated proposals under the remaining factors (Factor 2: Management Approach, Factor 3: Teaming Approach, Factor 4: Past Performance, and Price). Eliminated proposals will receive no further consideration for Award. The CO may or may not notify eliminated Offerors that a “down-select” has occurred and that their proposal is no longer under consideration for Award.**

**M.5. EVALUATION OF PRICE (VOLUME III)**

**FACTOR 5: PRICE**

While price will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of proposals. Only the government facility rates will be used to determine price fair and reasonableness for the purposes of evaluation. The proposed total price for each year will be evaluated to determine whether the total IDIQ price for work on government facility is fair and reasonable. The Government will only evaluate the labor categories proposed based on the labor categories provided in the solicitation (See Attachments **TBD** and **TBD**).

For evaluation purposes only, the total evaluated price is the sum of the total prices submitted for (a) the base period, (b) all option periods, and (c) the six-month extension authorized by FAR clause 52.217-8. For purposes of determining the total price for the six month extension authorized by FAR 52.217-8, the total price is calculated as one-half of the total price for the final year of the IDIQ ordering period. Evaluation of the six-month extension option(s) will not obligate the Government to exercise the option(s).

**M.6. FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**M.7. RATINGS & DEFINITIONS**

The Government may use the following definitions as a guide in order to arrive at an overall adjectival rating for a factor: **To Be Included with Final RFP.**