AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 5

2. AMENDMENT/MODIFICATION NO. 000002

3. EFFECTIVE DATE 11/09/2016

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE 03001

EMCBC
U.S. Department of Energy
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati OH 45202

7. ADMINISTERED BY *(If other than Item 6)* CODE 03011

OREM
U.S. Department of Energy
Oak Ridge
Office of Environmental Management
P.O. Box 2001
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO. DE-SOL-0009142

x 9B. DATED *(SEE ITEM 11)* 10/06/2016

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Request for Proposal No. DE-SOL-0009142
Oak Ridge Office of Environmental Management
Technical Support Services

Amendment 000002.
See continuation pages for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Travis D. Marshall

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Travis Marshall
(Signature of Contracting Officer)

16C. DATE SIGNED 11/09/2016

The purpose of this amendment is to amend solicitation DE-SOL-0009142 as described below and incorporated in the conformed copy of the solicitation.

Amendment 000002 to DE-SOL-0009142			
No.	**RFP Section Reference**	**Change From:**	**Change To:**
1.	C.01.2.2.2 *Cost and Schedule Performance System*, paragraph two	The OREM Integrated CSPS consists of the following software programs: • Project Management Cost Processor (PMCP) • Primavera Project Management (P6) • Acumen Fuse • Pert master • Crystal Ball • Risk Management Database • Various Access and Excel Databases	The OREM Integrated CSPS consists of the following software programs: • Project Management Cost Processor (PMCP) • Primavera Project Management (P6) • ~~Acumen Fuse~~ • Pert master • Crystal Ball • Risk Management Database • Various Access and Excel Databases
2.	H.13 *DOE-H-2057 Department of Labor Wage Determinations – Alternate I (Oct 2014) (Deviation)*	As issued in the RFP.	Remove Clause H.13 *DOE-H-2057 Department of Labor Wage Determinations – Alternate I (Oct 2014) (Deviation).* H.13 becomes “Reserved”.
3.	I.39 *FAR 52.222-17 Nondisplacement of Qualified Workers (May 2014)*	As issued in the RFP.	Remove Clause I.39 *FAR 52.222-17 Nondisplacement of Qualified Workers (May 2014)* I.39 becomes “Reserved”.
4.	I.44 *FAR 52.222-41 Service Contract Labor Standards (May 2014)*	As issued in the RFP.	Remove Clause I.44 *FAR 52.222-41 Service Contract Labor Standards (May 2014)* I.44 becomes “Reserved”.

5.	I.45 *FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014)*	As issued in the RFP.	Remove Clause I.45 *FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014)* I.45 becomes "Reserved".
6.	I.116 *FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)*	As issued in the RFP.	Remove Clause I.116 *FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)* I.116 becomes "Reserved".
7.	Attachment J-4 *OREM TSS Service Contract Labor Standards (Formerly Known as the Service Contract Act) Wage Determination – Anderson County*	As issued in the RFP.	Remove Attachment J-4 *OREM TSS Service Contract Labor Standards (Formerly Known as the Service Contract Act) Wage Determination – Anderson County.* Attachment J-4 becomes "Reserved".
8.	Attachment J-5 *OREM TSS Service Contract Labor Standards (Formerly Known as the Service Contract Act) Wage Determination – Roane County*	As issued in the RFP.	Remove Attachment J-5 *OREM TSS Service Contract Labor Standards (Formerly Known as the Service Contract Act) Wage Determination – Roane County.* Attachment J-5 becomes "Reserved".
9.	Attachment J-12 *Government Furnished Existing Computer Software*	As issued in the RFP.	Delete reference to "Acumen Fuse" as a computer software program being provided for use by the Contractor.

10.	L.06 *Proposal Preparation Instructions – General (Oct 2015)*, paragraph (f)(5)	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.	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; page number; 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.
11.	L.06 *Proposal Preparation Instructions – General (Oct 2015)*, paragraph (f)(8)	Binding and Labeling of Hard Copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 x 17 inch. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.	Binding and Labeling of Hard Copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 x 17 inch. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. ~~Pages shall be numbered sequentially by volume and by individual sections within each volume.~~

12.	L.13 *Proposal Preparation Instructions, Volume III – Cost/Price Proposal, paragraph (h)(2)*	Fully-Burdened Labor Rates. The Offeror shall provide a breakdown for each proposed fully-burdened labor rate to include the base labor rate, applicable indirect costs (fringe benefits, overhead, G&A, etc.) and profit. Additionally, the Offeror shall submit supporting documentation as necessary (e.g., forward pricing rate agreement; bidding rates; average labor categories; published estimating guides; Department of Labor wage determinations; rates paid on previous or current Government or commercial contracts, including Federal Supply Schedule contracts). The Offeror must provide copies of such documentation in support of its labor rates. The Offeror is required to disclose the escalation factors applied to current labor costs in order to estimate the proposed labor costs for future years. The Offeror must provide the supporting rationale and historical data for each escalation factor proposed.	Fully-Burdened Labor Rates. The Offeror shall provide a breakdown for each proposed fully-burdened labor rate to include the base labor rate, applicable indirect costs (fringe benefits, overhead, G&A, etc.) and profit. Additionally, the Offeror shall submit supporting documentation as necessary (e.g., forward pricing rate agreement; bidding rates; average labor categories; published estimating guides; ~~Department of Labor wage determinations;~~ rates paid on previous or current Government or commercial contracts, including Federal Supply Schedule contracts). The Offeror must provide copies of such documentation in support of its labor rates. The Offeror is required to disclose the escalation factors applied to current labor costs in order to estimate the proposed labor costs for future years. The Offeror must provide the supporting rationale and historical data for each escalation factor proposed.

ALL OTHER SECTIONS OF THE RFP REMAIN UNCHANGED.

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SECTION B - SUPPLIES OR SERVICES/PRICES

B.01. DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and/or Time-and-Materials (T&M) task orders will be issued, using the fully-burdened labor rates contained in Section J, Attachment J-7, *IDIQ Schedule of Fully Burdened Labor Rates*. This contract will provide various technical and oversight services in support of the planning and management of the Department of Energy (DOE) Oak Ridge Office of Environmental Management (OREM) Portfolio of Projects as described in the Section C – Performance Work Statement.

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and applicable task orders as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work under this contract and resulting task orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.02 below, on a schedule to be specified by the Government in each individual task order, in accordance with the Section H clause titled *Task Ordering Procedure.*

B.02. CONTRACT MINIMUM AND MAXIMUM VALUE OF SERVICES

(a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, Indefinite Quantity, is $20,000.00.

(b) The maximum value of services to be ordered as required by Section I, FAR 52.216-22, Indefinite Quantity, is $49,000,000.00.

(c) Funding will be obligated to each individual task order. All task orders issued under this contract count towards the ceiling price of $49,000,000.00, and the total cumulative value of the task orders issued shall not exceed the contract ceiling price.

B.03. CONTRACT LINE ITEM STRUCTURE

CLIN NUMBER	ITEM DESCRIPTION	MAXIMUM VALUE OF SERVICES	CONTRACT ORDERING PERIOD
00001	OREM Technical Support Services	$49,000,000.00	Five (5) years from the date of contract award.

B.04. LABOR CATEGORIES - IDIQ SCHEDULE OF FULLY BURDENED LABOR RATES

Section J, Attachment J-7 *IDIQ Schedule of Fully Burdened Labor Rates* contains a listing of the fully burdened labor rates for all of the labor categories, by contract year. Additional labor categories may be added upon bilateral agreement, provided the requirements warrant the inclusion.

B.05. FIRM FIXED PRICE TASK ORDERS

For Firm-Fixed-Price task orders, payment for the services ordered and delivered shall be made in accordance with Section I clause 52.232-1 *Payments*.

B.06. TIME-AND-MATERIALS TASK ORDERS

(a) A total ceiling price will be established for each task order that includes the ceiling for labor plus the combined ceiling for materials, travel, other direct costs, and the indirect costs that are applied to these non-labor direct costs.

(b) Labor

(i) The Contractor shall provide direct-productive-labor-hours (DPLH) at the fully burdened labor rates shown in Attachment J-7 *IDIQ Schedule of Fully Burdened Labor Rates*, which are fixed for the term of the contract and any task order awarded thereunder. Fully burdened labor rate is defined as the sum of the base wage, fringe benefits, overhead, general and administrative expense, and profit, on an hourly basis for a given labor category.

(ii) DPLH is defined as actual hours worked, inclusive of both the prime and any subcontractor hours, but exclusive of federal holidays (10 total), vacation, sick leave, administrative leave, and other absences.

(iii) Estimated DPLH will be established for each labor category; however, they are only estimates. Actual hours may vary from the estimated hours during the course of the task order. Note that the Contractor shall not be bound to deliver labor hours by labor category in strict accordance with the task order, but will instead be authorized to interchange labor hours within approved labor categories, so long as overall labor costs are within the labor ceiling dollar value. However, prior to contractor utilization of DPLH in excess of the estimated DPLH for any given labor category, the contractor must provide 10 business days advance written notice to the Contracting Officer. The advance notification requirement applies to the initial instance such a situation occurs in a task order for each labor category.

(c) Materials, Travel, and Other Direct Costs

(i) The Contractor shall be reimbursed on an actual costs basis for materials, travel, and other direct costs in accordance with the applicable cost principles contained in the contract clause at FAR 52.216-7, *Allowable Cost and Payment*.

(ii) Materials and Other Direct Costs - The Contractor shall be reimbursed on an actual cost basis for allowable and relatable materials and other direct costs.

(iii) Travel

(A) The Contractor shall be entitled to reimbursement of the expenses incurred by its employees for lodging, meals and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for travel related to the work scope (e.g. training classes, technical meetings, and stakeholder interactions). Reimbursement shall be in accordance with FAR 31.205-46 – Travel Costs.

(B) The Contractor shall obtain written approval from the Contracting Officer prior to incurring expenses pertaining to a domestic extended personnel assignment. Domestic extended personnel assignments are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days. The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 60 days, unless prior written Contracting Officer approval is received. Additionally, the above requirements are applicable to subcontracts and consultant agreements in which travel will be reimbursed at cost.

(d) The Contractor shall notify the Contracting Officer in writing should it note any conditions that arise that may warrant a change in the ceiling value of a task order or the utilization of a new/additional labor category. The Contracting Officer shall notify the Contractor in writing within ten calendar days of such a notice from the Contractor whether or not a change to the task order may be warranted and a proposal necessary.

(e) Payment for the DPLH provided and materials, travel, or other direct costs, if any, will be made in accordance with Section I clause 52.232-7 *Payments Under Time-and-Materials and Labor-Hour Contracts*.

B.07. DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014) (FOR TIME-AND-MATERIALS TASK ORDERS)

Pursuant to the clause of this contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

To Be Determined on a Task Order basis.

B.08. LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS)

(a) This contract's fixed-price task orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, except that: fixed-price task orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or task order will be the lower of the amount of funds allotted to the CLIN or task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or task order there is:
   1) a fixed price for the action;
   2) a fixed amount of work that corresponds to the fixed price;
   3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
   4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
   5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
   6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each CLIN or task order:
   1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or task order;

2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or task orders included in this contract:
   i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
   ii. the specific risk that in the event of termination of an incrementally funded CLIN or task order before the CLIN or task order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price CLIN or task order is the allotted funds for the CLIN or task order, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or task order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each CLIN or task order:
1) The fixed price (of both the entire CLIN or task order and of the current cumulative amount of funds allotted to the CLIN or task order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
3) If the Government meets the entire Planned Funding Schedule,
   i. the cumulative amount of funds allotted will equal the CLIN's or task order's fixed price and

ii. the Contractor must provide the work the contract requires for the CLIN or task order.

(d) The fixed price for each CLIN or task order is listed in Section B of this contract.

(e) The Planned Funding Schedule for each CLIN or task order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or task order equals the fixed price of the CLIN or task order.

(f) The Actual Funding Schedule for each CLIN or task order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for task orders issued under CLIN 00001, and the work to be performed for the funds allotted.

1) The Contractor may bill against a CLIN or task order only after the Government has allotted funds to the CLIN or task order and the Contractor has delivered the services and earned amounts payable for the CLIN or task order.

i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.

ii. If the Contractor does not perform the contract's requirements for the CLIN or task order, it must return the amounts that it billed that the Government reimbursed.

(g) If during the course of this contract the Government is allotting funds to a CLIN or task order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN or task order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:

1) The Government's and the Contractor's obligations under the contract for the CLIN or task order—with the exception that the Government's obligation for the CLIN or task order is limited to the total amount of funds allotted by the Government to the CLIN or task order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or task order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN or task order; and neither the fixed-price for the CLIN or task order nor any other term or condition of the contract will be affected due to the CLIN's or task order's being incrementally funded.

i. The Contractor agrees, for example, if the Government allots funds to a CLIN or task order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or task order, the Government has met all of its obligations just as if the CLIN or task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or task order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contactor earns amounts payable at any time

in performing work for the CLIN or task order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or task order

A. it (not the Government) will be liable for those excess amounts payable
B. it will remain liable for its obligations under every term or condition of the contract and
C. if it fulfills all of its obligations for that CLIN or task order and the Government allots funds to the CLIN or task order equal to the CLIN's or task order's fixed price, the Government will pay it the fixed price for the CLIN or task order and no more.

ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN or task order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or task order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or task order were fully funded; consequently, if the Government subsequently terminates the CLIN or task order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or task order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or task order by the Government.

1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or task order.
3) The Government may require the Contractor to continue performance of that CLIN or task order for as long as the Government allots funds for that CLIN or task order sufficient to cover the amount payable for that CLIN or task order.

(i) If the Government does not allot funds to a CLIN or task order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:

1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or task order;

2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
3) if the Government subsequently terminates the CLIN or task order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or task order:
1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or task order; and
2) The Contractor is not obligated to continue performance under this contract related to the CLIN or task order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or task order.

(k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or task order, which will remain at all times the Government's maximum liability for a CLIN or task order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or task order in excess of the total amount allotted by the Government to this contract for a CLIN or task order, whether earned during the course of the contract or as a result of termination.

(l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or task order unless they contain a statement increasing the amount allotted.

(m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Fixed-Price Task Order]:

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Fixed-Price Task Order]:

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

SECTION C - DESCRIPTION/SPECIFICATIONS

C.01. DOE-C-2002 PERFORMANCE WORK STATEMENT (OCT 2014)

PERFORMANCE WORK STATEMENT
for
OREM Technical Support Services Contract

C.01.1 BACKGROUND AND GENERAL REQUIREMENTS

The U.S. Department of Energy (DOE) Oak Ridge Reservation (ORR) occupies approximately 34,000 acres, within the City of Oak Ridge, Tennessee limits. Three sites lie within its borders: the East Tennessee Technology Park (ETTP), Y-12 National Security Complex (Y-12), and Oak Ridge National Laboratory (ORNL).

The DOE Oak Ridge Office of Environmental Management (OREM) is responsible for removing environmental legacies from decades of nuclear weapons development and government-sponsored research. Each site within the ORR includes its own unique cleanup challenges that exist in the midst of ongoing DOE missions in science and national security. The OREM environmental cleanup program is responsible for protecting the health of the region and environment, enabling ongoing DOE missions, and making clean land available for new economic development opportunities.

OREM has developed a portfolio of projects designed to complete remediation at ETTP, Y-12, and ORNL. All three portfolios are integrated into a single plan for the ORR that balances risks across all regulator, stakeholder, and mission priorities with the OREM Program. Goals established in the OREM Program Plan FY 2014 to 2024 to address the environmental cleanup scope are:

- Complete ETTP cleanup;
- Disposition ORNL uranium-233 inventory;
- Disposition ORNL transuranic waste inventory; and
- Address Y-12 mercury contamination.

This is a Technical Support Services Contract, providing various technical and oversight assistance support services to OREM. This is an Indefinite Delivery/Indefinite Quantity contract, and DOE will procure the services described below by issuing task orders under this basic IDIQ contract. Many required activities are stated within this Performance Work Statement (PWS); however, while these help define the contract scope, they are not all-inclusive. Activities fall under the following four major work scope areas:

- Project Planning and Baseline Support;

- Senior Management Technical Support;
- Portfolio Federal Project Director Technical Support; and
- Independent Government Cost Estimate Support.

Any resulting task order(s) will further define the specific requirements being procured by DOE.

The services to be provided in this PWS directly support the restoration of a contaminated environment by providing project management and oversight assistance for environmental cleanup work at the Oak Ridge Reservation. Project Planning and Baseline Support will directly support the restoration of a contaminated environment by aiding OREM in project planning, baselining, scheduling, and monitoring of project performance to meet project completion goals. Independent Government Cost Estimate Support will directly support the restoration of a contaminated environment by providing cost estimating expertise in evaluation of site operating contractor proposals for new projects or changes in existing projects. This allows OREM to negotiate cost effective solutions for project completion goals. Senior Management and Portfolio Federal Project Director Support will directly support the restoration of a contaminated environment by providing technical expertise to manage projects efficiently in order to meet project completion goals.

Contractor personnel shall be expected to perform the activities described in this PWS in compliance with all applicable DOE and OREM procedures.

The Contractor shall ensure that duties are performed in a competent, professional manner that meets established milestones and adheres to schedules as established by the DOE. Work products are expected to be thorough, accurate, appropriately documented, and comply with established criteria. Some work products will include highly sensitive information and recommendations. The Contractor is expected to maintain the confidentially of information as dictated by the requesting federal party and overall DOE standards of ethics and professional behavior. In performing the work, the Contractor must comply with all applicable DOE orders and local, state, and Federal regulations. The Contractor shall be responsible for coordinating with other site contractors and any other entities at the site locations, planning, integrating, managing, and executing the programs, projects, operations, and other activities as described in this PWS (see Section J, Attachment J-11 *Interfaces with Other Contractors)*. The Contractor shall be responsible for complying with the site access control requirements and requirements for access to radiological areas established by Site Operating Contractors on the Oak Ridge Reservation. The Contractor shall have such access as is necessary to perform activities required under this contract.

The Contractor shall be responsible for the operations, project management, environment, safety, health, and quality control within its own organization. Some Contractor employees shall be required to visit OREM projects at the East Tennessee Technology Park, Oak Ridge National Laboratory, and Y-12 National Security Complex, all located on the Oak Ridge Reservation. Contractor support at OREM project sites may need to meet differing site requirements

including, but not limited to, physical access, health monitoring, radiological worker training, and HAZWOPER training, and may require limited physical effort including, but not limited to, walking significant distances and wearing personal protective equipment (PPE) which may include respirators and anti-contamination clothing. Technical support may require exposure to radiation areas and conditions within the limits of a site's authorized radiological activities.

The Contractor shall require each of its employees on this contract to fill out and submit to the Government such forms as may be necessary for personnel identification and site access or for other reasons. Note that:

- All Contractor personnel shall be citizens of the United States of America.
- Contractor personnel may be required to have or obtain a DOE security clearance (Q or L), depending upon individual assignments. If Contractor personnel do not currently have a clearance and their assignment requires one, they shall be able to obtain and maintain the required clearance. Clearances will be provided and paid for by DOE. All Contractor personnel shall carry and display any DOE issued security badges at all times when performing work for this contract. All security badges will be returned upon the departure of Contractor employees. At the conclusion of the contract all outstanding badges will be returned. Lost or stolen badges will be reported within one business day.
- All Contractor personnel shall adhere to local site security requirements and procedures, including participation in required initial employee security briefings and other awareness activities.

The Contractor shall facilitate an accident free environment while performing this contract. The Contractor shall allow Government safety personnel to inspect the Contractor's work areas for safety violations at any time during the term of the contract.

The Contractor shall:

- Report, in writing, to the Contracting Officer (CO) within 24-hours of occurrence, all accidents which may arise out of, or in connection with, performance of services required hereunder which results in injury, death, or property damage. Give full details of the accident, including statements from witnesses (if any).
- Require all employees to comply with all safety regulations and requirements imposed by federal, state, and local authorities, and by DOE directives.
- Report to the CO in writing within one hour of occurrence any incident that causes a significant disruption of any Contractor's operations, an evacuation of Contractor facilities, or a security or emergency incident.

Additionally, OREM works to ensure the goals described in the Office of Environmental Management FY15/FY16 Performance Agreement (Section J, Attachment J-8) are supported. The goals that are pertinent to this PWS are:

- Goal 1: Improve Organizational Culture
- Goal 2: Increase Efficiency/Improve Performance
- Goal 3: Achieve Program/Project Results
- Goal 4: Organizational Excellence

C.01.2 SCOPE OF WORK

C.01.2.1 TRANSITION

Contract Transition activities to be performed include, but are not limited to:

- Within 24 hours following issuance of the task order that includes transition activities, the Contractor shall release on its own website a brief Executive Summary of its offer. The purpose of this Executive Summary is to provide immediate release of relevant information to stakeholders and the public at large.
- The Contractor shall submit a Transition Plan for DOE approval 5 calendar days after issuance of the task order that includes transition activities. The Transition Plan shall also include a schedule and description of the activities necessary to transition the work from the incumbent contractor in a manner that (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. All Government property, including Government furnished and contractor-acquired property (i.e. materials), and associated records, currently assigned to the incumbent contractor, will be transferred to the Contractor during the transition period. Coordination with other site contractors is required to ensure continuation of services by the Contractor. The Transition Plan must ensure there is no loss or degradation of the services that are provided to DOE and its contractors. The Contractor is responsible for performing due diligence to ensure that all activities, deliverables, and actions to be completed by the end of the transition identified in the PWS are included in the Transition Plan.

The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent shall be subject to a 14 calendar day review and approval period unless a longer review/approval period is warranted due to the size and complexity of the document.

C.01.2.2 PROJECT PLANNING AND BASELINE SUPPORT

C.01.2.2.1 BASELINE MANAGEMENT SYSTEM

The Contractor shall operate and maintain an integrated baseline management system (BMS) capable of documenting, maintaining configuration control and reporting on the OREM Life Cycle Cost and Schedule Baseline (LCB).

The Contractor shall develop and maintain LCB documentation in a centralized data repository located in the Contractor's facility that includes: Work Breakdown Structure (WBS), WBS dictionary, resource loaded critical path schedules, basis of estimates, risk registers, contingency calculations, performance measures, and milestones.

The LCB shall include all the scope, cost and schedule to complete the cleanup of the Oak Ridge Reservation for both contracted and uncontracted work.

The Contractor shall maintain configuration control over the LCB. Baseline change proposals (BCP) shall be developed to track real time changes to conditions, assumptions, estimates and schedules. Approved BCP's shall be incorporated into the LCB. The Contractor shall provide support to ensure the HQ reporting systems (IPABS and PARS II) reflect the LCB.

C.01.2.2.2 COST AND SCHEDULE PERFORMANCE SYSTEM

The Contractor shall operate and maintain the current OREM Integrated Cost and Schedule Performance System (CSPS) that integrates all OREM contractor earned value data, including schedules, and provide a consolidated monthly report on the cost and schedule performance of the portfolio of OREM projects by the 12th DOE workday of the subsequent month. This system is capable of calculating and reporting performance data on a monthly, quarterly, six-month, fiscal year-to-date, and project-to-date basis. This system has the capability to provide realistic estimates to complete, estimates at completion, and variance-at-completion; to complete performance indices; and to track fee, management reserve, and contingency. The system is also capable of accurately reporting progress on performance measures and milestone progress on a monthly, quarterly, six-month, fiscal year-to-date, and project-to-date basis.

The OREM Integrated CSPS consists of the tools necessary to track, analyze and report cost and schedule performance of the OREM portfolio of projects. The OREM Integrated CSPS consists of the following software programs:

- Project Management Cost Processor (PMCP)
- Primavera Project Management (P6)

- Pert master
- Crystal Ball
- Risk Management Database
- Various Access and Excel Databases

The listing of all existing computer software programs to be transferred to the Contractor, including those pertaining to other portions of this PWS, can be seen in Section J, Attachment J-12, Government Furnished Existing Computer Software.

If requested via task order issuance (post contract award), the Contractor shall evaluate the current OREM Integrated CSPS to determine if any changes are necessary due to obsolescence or data integration issues with our Site Operating Contractors. If so, the Contractor shall modify the OREM Integrated CSPS or propose the use of new systems/software to effectively integrate, analyze and report Site Operating Contractor data. A list of Site Operating Contractor software that integrates with the OREM Integrated CSPS is provided as Section J, Attachment J-13, Site Operating Contractor Integrating Software. If modifications to the OREM Integrated CSPS systems/software or new systems/software are proposed by the Contractor, the Contractor is required to run dual systems for a 3-month reporting cycle to ensure system functionality.

Note that all information technology related work scope shall be in accordance with the Section H clause titled *DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services – Alternate I (Oct 2014)* and the data clause(s) contained in this contract.

The Contractor shall provide the following Project Controls Support for all OREM capital projects, line item construction projects and operating activities:

- Integrate and analyze Earned Value Management System (EVMS) data from all contractors' Project Performance Reports including budgeted cost of work scheduled, budgeted cost of work performed, actual cost of work performed, cost and schedule variances, and cost and schedule indices.
- Provide the following information, analysis and updates on a monthly basis to the FPD and Project Managers:

    - Monthly EVMS Surveillance on BCWP and/or OBS substructure matrices on a performing contractor' s Level 6 or 7 subproject (using, among other criteria, the 32 standards listed in EIA-748).
    - Analyze contractor variances and perform root cause analysis as needed.
    - Updated analysis of and resolution of outstanding issues associated with baseline changes, contractor's estimates at completion (EAC), schedule/Critical Path, milestones, corporate performance metrics (CPM),

adequacy of funding, cost savings calculations, and spend plans.
  - Develop independent composite EAC's.
  - Reconcile actual cost of work performed reported in Contractor's project management systems to cost reported in DOE's accounting system (STARS).
  - Provide input to recurring management reports, such as annual performance plan charts, project review charts and ad hoc reports.
  - Update Integrated Planning, Accountability and Budgeting System (IPABS) and Project Assessment and Reporting Systems II (PARS II) with earned value data, variance explanations, general project information, corporate performance metrics and milestones.
  - Collect and analyze data for and prepare Internal Project Review presentations for project managers.

- Prepare initial version and updates to the Project Execution Plans (PEP), Integrated Project Team Charters (IPT), Tailoring Strategies and other project documents as needed.
- Perform Baseline Change Proposal (BCP) Analysis for each BCP submitted by contractors. Analysis shall include review of basis-of-estimate, schedule impacts, Management Reserve (MR) usage, and scope verification and alignment with contract.
- Prepare BCPs to document changes in DOE ORO directly administered subcontract's/subproject's performance baselines.
- Support development of quarterly environmental liabilities estimate, assist in providing documentation and schedules requested by auditors, and support update to the Active Facilities Data Collection System.
- Support development of Ten Year Site Plan that is consistent with OREM life cycle baseline.
- Integrate and analyze contractor's baseline and working schedules as part of the BCP process and as part of monthly contractor reporting to include:

  - Critical path analysis
  - Project float analysis
  - Evaluation of project resources
  - Schedule risk analysis
  - Consistency with project scope and contract requirements
  - Consistency with reported contractor EVMS data
  - Consistency with project milestones and metrics
  - Integration with other EM projects, as required

- Support project and contract closeout activities.

C.01.2.2.3 RISK MANAGEMENT PROGRAM SUPPORT

The Contractor shall provide the following Risk Management Program Support activities:

- Advise the ORO Risk Management Coordinator and Integrated Project Teams in meeting the requirements of DOE O 413.3B, the DOE Risk Management Guidance (April 2008) and the DOE Contingency Implementation Guidance.

- Develop and maintain systems and processes for planning, execution, monitoring and closing out risks throughout the life cycle of a portfolio of projects, including a database that has the capability to:

    - Produce risk registers
    - Format data for input to Oracle Crystal Ball
    - Produce reports covering risk data at the portfolio and project level
    - Track risk mitigation efforts
    - Perform risk management surveillances
    - Document lessons learned
    - Identify and track re-emergence of closed risks

- Support development of Portfolio risk management plans and IPT meetings to:

    - Review Status of Existing Risks
    - Identify New Emerging Risks
    - Review Mitigation Strategies
    - Identify Closing Risks
    - Status Risk Opportunity Forms
    - Update Risk Registers
    - Update Risk Models
    - Respond to HQ requests related to risks
    - Track success of risk mitigation efforts
    - Provide estimate back up for risks and opportunities
    - Run confidence level (CL) analyses

- Perform qualitative and quantitative analysis on risk registers and develop risk assessment reports that include:

    - Summary report of contingency required to establish confidence levels required by the IPT
    - Cost uncertainty analysis
    - Schedule uncertainty analysis

- Estimate backup for best case, most likely and worst case scenarios

- Maintain contingency logs showing draw-downs for realized risks

- Develop and maintain an automated repository of project risk data to produce project risk registers, individual risk forms, and output from risk modeling.

C.01.2.2.4 INTEGRATED LIFE CYCLE PLANNING MODELING TOOL

The Contractor shall operate and maintain an Integrated Lifecycle Planning Modeling tool (PMT) capable of modeling impacts to the life cycle cost and schedule baseline due to changes in conditions and assumptions, performing what-if analysis, conducting strategic planning and supporting budget development. OREM currently utilizes Invizion Analyzer and Microsoft Excel software for this. Invizion Analyzer will be transferred to the Contractor; see Attachment J-12, Government Furnished Existing Computer Software.

The PMT shall consist of the tools necessary to perform the following:

- Predict outcomes on life cycle costs and schedules due to changes in project scope, schedule, method of accomplishments, ground rules, assumptions or funding.
- Perform real time what-if and sensitivity analysis for the portfolio of projects to determine life cycle impacts of and options for responding to changes in scope, contractor performance, budgets, prioritization, sequencing and stakeholder input. Analysis must:

    - Rapidly develop what-if scenarios at a summary level while maintaining schedule discipline and interdependencies within and between projects and operational activities.
    - Maintain the Primavera critical predecessor and successor relationships embedded in detailed project schedules into a summary level that what-ifs shall be conducted
    - Easily configure, compare and contrast different alternatives to support strategic planning
    - Determine revised execution strategies that shall optimize the technical approach and maximize return on investment for dealing with programmatic changes and fiscal constraints and clearly package and communicate recommendations to senior management.

- Develop and document requirements, target and other required planning cases to support the budget formulation process. Support the development of the

annual budget request including the budget presentation to Headquarters, the integrated priority list, project data sheets and other required budget documents.

- Assist DOE's efforts to collaborate budget development activities with the Environmental Protection Agency and the Tennessee Department of Environment and Conservation.

C.01.2.3 SENIOR MANAGEMENT TECHNICAL SUPPORT

The Contractor shall provide technical support as requested to the DOE OREM Manager to improve and enhance program/project performance related to the EM cleanup mission in Oak Ridge. Areas of technical support shall include, but shall not be limited to:

- Assisting with Program/Project performance tracking;
- Supporting issues management including identification, tracking, and trending of issues as well as root cause identification and identifying potential resolutions to those issues;
- Participating in the development, scheduling and execution of Program/Project Assessments;
- Assisting with evaluation of executing Program/Project Improvement Plans;
- Providing technical support to the OREM Manager related to mission and program priorities;
- Providing technical support to the OREM Manager related to evaluation of cleanup strategies;
- Supporting the OREM Manager's continuous improvement initiatives for the OREM Program;
- Supporting communications strategy development; and
- Supporting communication of program and project information.

C.01.2.4 PORTFOLIO FEDERAL PROJECT DIRECTOR TECHNICAL SUPPORT

The Contractor shall provide technical services to support the OREM Integrated Project Teams for the East Tennessee Technology Park, Oak Ridge National Laboratory, and the Y-12 National Security Complex. Types of services include: preparing and reviewing technical documents; conducting technical assessments/reviews; performing data analysis; providing engineering evaluations and design reviews; conducting regulatory analysis; and other related tasks.

The following is a list of activities to be performed by the Contractor as part of this task:

- Assist DOE in conducting compliance assessments and regulatory analysis (crosswalk of DOE Orders or regulations requirements to ensure project planning and implementation have incorporated the requirements);
- Support development and documentation of Portfolio Plans;
- Perform value engineering assessments and alternatives analysis;
- Assist DOE in conducting walkthroughs and project assessment;
- Develop Walkthrough/Assessment Plans, including scope, areas to be evaluated (construction safety, industrial safety, nuclear criticality, conduct of operations, fire protection, occupational safety, radiation protection, etc.);
- Provide Subject Matter Experts to conduct independent reviews/ assessments/ walkthroughs;
- Performing data tracking, analysis and trending;
- Develop documents and conduct technical reviews;
- Review project technical documents, provide engineering analysis, and design reviews;
- Participate in Operational Readiness Reviews, Readiness assessments, system analysis, and requirement analysis;
- Provide Subject Matter Experts to perform technical support for OREM procurements;
- Provide Title III and facility commissioning services to assist DOE in the oversight of construction projects throughout the construction phase, including startup, readiness reviews, and CD-4 approval. These services include:
    - periodic construction observation and monitoring,
    - review of submittals for conformance with construction documents,
    - preparation of design change notices,
    - interpretation and clarification of engineering design documents,
    - coordination of construction quality control (CQC) activities and evaluation of CQC data, and
    - support during mechanical completion test and inspection.
- Support routine FFA informal and formal dispute resolution activities;
- Conduct and document reviews of existing regulatory documentation relevant to Oak Ridge Reservation Environmental Restoration activities, and provide analysis and recommendations to DOE for meeting regulatory compliance requirements;
- Support shall be provided in the development of presentation materials to be used during interactions with regulatory and other stakeholder organizations

C.01.2.5 INDEPENDENT GOVERNMENT COST ESTIMATE SUPPORT

The Contractor shall assist in the development of Independent Government Cost Estimates (IGCE) for OREM work scope and support contract modifications in accordance with the Federal Acquisition Regulations requirements and the EM Head of Contracting Activity Directive 2.10, Independent Government Cost Estimates. Estimates shall include work

currently in the OREM portfolio and new tasks within the scope of the task order, as determined by OREM management and directed by the CO or Contracting Officer's Representative (COR). Estimates shall be developed at a level of detail consistent with all applicable DOE Orders and consistent with the GAO Cost Estimating and Assessment Guide: Best Practices for Developing and Managing Capital Program Costs (Twelve Step Cost Engineering Process) or as otherwise directed by the CO or COR. These estimates should specify what work is to be accomplished, the method of accomplishment, the basis of estimate, as well as the following information:

- Ground rules and Assumptions
- Estimate Type/Approach
- Level of Confidence
- Resource Descriptions and abbreviations for all aspects of Work (Labor, Equipment, Materials and Subcontracts, etc.)
- Hourly Rates/Unit Prices
- Work Hours
- Hours worked per week for all aspects of work
- Durations (number of days worked per aspect of work)
- Full Time Equivalents (FTE's)
- Financial Data
- Project Schedule Assumptions
- Exclusions

Estimate details shall include verifiable itemized costs for the different aspects of work including: Resource Description and abbreviation for Labor, Equipment, Materials and Subcontracts. Include hourly rates/unit prices, work hours, quantities, durations and FTE's. The IGCEs shall be developed, and documented, in Micro Computer Aided Cost Estimating System (MCACES) Second Generation (MII) software in accordance with standards and practices of the OREM Cost Estimating guidelines.

This activity also includes estimate development or reconciliation, meeting attendance, support documentation development or other items in support of needed IGCE.

Estimate backup in support of critical decisions shall contain verifiable itemized competitive quotes/bids including: Resource Description and abbreviation for Labor, Equipment, Materials and Subcontracts. Include hourly rates/unit prices, quantities, work hours, durations and FTE's.

Estimate reconciliation and transfer of information to DOE shall be completed as requested by the COR or CO.

Support to Project Teams shall be available on an as needed basis from the date the COR or CO requests support until approval of the baseline or completion of the estimate, unless

directed otherwise by the COR or CO

Estimate development and transfer of information to DOE shall be completed as specified by the CO or COR.

C.01.2.6 RECORDS MANAGEMENT

The Contractor shall ensure all records (See 44 U.S.C. § 3301 for the statutory definition of a record), regardless of media (paper, email, electronic, etc.) that are generated or received in the performance of this contract are managed and turned over in accordance with OREM Records Management Policies, Procedures and Processes.

All records generated or received in the performance of this contract are the property of the Government.

C.01.2.7 QUALITY ASSURANCE

The Contractor shall maintain a Quality Assurance Program in accordance with Section H clause titled *Quality Assurance For Work Affecting Nuclear Safety*, shall submit a Quality Assurance Plan for review and approval by DOE, and shall review their plan annually and submit changes to DOE for approval.

C.01.2.8 OUTGOING TRANSITION

The Contractor recognizes that the work and services covered by this contract are vital to the OREM mission and shall be maintained without interruption, both at the commencement (as described in Section C.01.2.1 *Transition*) and the expiration of this contract (as described in this section). Therefore:

(a) At the expiration of the final task order issued under the basic IDIQ contract, or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in a coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to ensure maximum protection of employee service credits and fringe benefits.

(b) This clause shall apply to subcontracts as approved by the Contracting Officer.

C.02. DELIVERABLES

The Contractor shall prepare and submit deliverables in accordance with Section J, Attachment J-3, *List of Deliverables*, and as specified in other clauses in the contract. Additionally, deliverables will be specified on the task order level to which the Contractor shall also adhere.

SECTION D - PACKAGING AND MARKING

D.01. 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.01. CLAUSES INCORPORATED BY REFERENCE – SECTION E

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE NUMBER	**FAR REFERENCE**	**CLAUSE TITLE (DATE)**
E.01.1	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)
E.01.2	52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

E.02. DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-4, *Inspection of Services – Fixed-Price* for FFP task orders, and FAR 52.246-6, *Inspection – Time-and-Material and Labor-Hour* for T&M task orders. 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.01. CLAUSES INCORPORATED BY REFERENCE – SECTION F

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE NUMBER	**FAR REFERENCE**	**CLAUSE TITLE (DATE)**
F.01.1	52.242-15	STOP-WORK ORDER. (AUG 1989)

F.02. DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014)

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

The primary place of performance is at the Contractor's facility, which shall be located within 25 miles to Oak Ridge, TN. As an exception, Project Controls Analysts directly supporting Portfolio Federal Project Directors (through the Project Planning and Baseline Support work scope area) shall be located in the Federal Office Building in Oak Ridge, TN.

Note that any facility costs incurred by the Contractor will not be an allowable direct cost to the contract or any resulting task order.

Additionally, note that the place of performance designated above is the Government's intent at the time of contract award. However, DOE reserves the right to specify place of performance requirements, by labor category, on the task order level.

F.03. PERIOD OF PERFORMANCE

(a) Each task order issued by the Contracting Officer will identify a period of performance specific to that task order.

(b) Performance of all task orders issued before the end of the contract ordering period shall not exceed two (2) years beyond the end of the contract ordering period.

(c) The period of performance for any individual T&M task order shall not exceed three (3)

years. The period of performance for any individual FFP task order shall not exceed five (5) years.

(d) The transition period shall last for 30 days or less, and will occur on the initial task order that is issued to provide services under this IDIQ contract.

F.04. DOE-F-2007 DELIVERY OF LIMITED RIGHTS DATA (OCT 2014)

(a) Delivery of limited rights data. The Contractor shall, at the option of the Contracting Officer, be required to deliver any limited rights data used in the performance of this contract. Such data shall be subject to the provisions of the clause at FAR 52.227-14, *Rights in Data--General*, paragraph (g), "Protection of limited rights data and restricted computer software," with Alternatives II and V which are incorporated into this contract.

(b) The limited rights data subject to the clause at FAR 52.227-14, *Rights in Data—General*, are listed below. This listing of limited rights data, which are asserted by the Contractor to be limited rights data, does not constitute an admission by the Government that the data is in fact limited rights data.

[*Contractor to identify specific data asserted to be limited rights data if not included in an attachment*]

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or the patent office of any foreign country based on any information asserted to be limited rights data, the Government will no longer treat any data contained in such issued patent as limited rights data. In addition, if any information asserted to be limited rights data results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as limited rights data until the Contractor has filed its initial patent application.

(c) The Contractor shall not introduce or utilize any limited rights data not identified in (b) above without advance written notification to the Contracting Officer.

(d) Notwithstanding any other provision of this Contract, the following data shall be delivered to the Government with unlimited rights:

To be inserted at time of contract award, if applicable.

F.05. DOE-F-2008 DELIVERY OF RESTRICTED COMPUTER SOFTWARE (OCT 2014)

(a) Delivery of restricted computer software. The Contractor shall, at the option of the Contracting Officer, be required to deliver any restricted computer software used in the performance of this contract. Such restricted computer software shall be subject to the provisions of clause at FAR 52.227-14, *Rights in Data-General*, paragraph (g), "Protection of limited rights data and restricted computer software," with Alternatives III and V which are incorporated into this contract.

(b) The restricted computer software subject to the clause at FAR 52.227-14, *Rights in Data-General*, are listed below. This listing of restricted computer software, which is asserted by the Contractor to be restricted computer software, does not constitute an admission by the Government that the data is in fact restricted computer software.

[*Contractor to identify and certify specific data asserted to be restricted computer software, if not included in an attachment*]

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or the patent office of any foreign country based on any information asserted to be restricted computer software, the Government will no longer treat any data contained in such issued patent as restricted computer software. In addition, if any information asserted to be restricted computer software results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as restricted computer software until the Contractor has filed its initial patent application.

(c) The Contractor shall not introduce or utilize any restricted computer software not identified in (b) above without advance written notification to the Contracting Officer.

(d) Notwithstanding any other provision of this contract, the following data shall be delivered to the Government with unlimited rights:

To be inserted at time of contract award, if applicable.

SECTION G - CONTRACT ADMINISTRATION DATA

G.01. 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.

(f) Waive any requirement of the contract.

G.02. 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.03. 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 Specialist and 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 Specialist and Contracting Officer.

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

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

(1) Contract Specialist
(A) Name: *TBD*
(B) Telephone number: *TBD*
(C) Address: *TBD*
(D) Email address: *TBD*

(2) Contracting Officer
(A) Name: *TBD*
(B) Telephone number: *TBD*
(C) Address: *TBD*
(D) Email address *TBD*

(3) Contracting Officer’s Representative
(A) Name: *TBD*
(B) Telephone number: *TBD*
(C) Address: *TBD*
(D) Email address: *TBD*

(4) Intellectual Property Counsel
(A) Name: *TBD*
(B) Telephone number: *TBD*

(C) Address: *TBD*
(D) Email address: *TBD*

(5) Government Contract Administration Office
(A) Name: *TBD*
(B) Telephone number: *TBD*
(C) Mailing address: *TBD*
(D) Email address: *TBD*

G.04. DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014) (For FFP Task Orders)

(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 Inquiry Payment 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 Contractor's voucher shall include a breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, on an IDIQ contract basis.

G.05. DOE-G-2005 *A1 BILLING INSTRUCTIONS - ALTERNATE I (OCT 2014) (For T&M Task Orders)

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

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment 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 of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order period.

(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) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.

(F) A breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, on an IDIQ contract basis.

(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) 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.

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

G.06. DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014) (Revised)

(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." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is 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) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at http://www.ppirs.gov, and CPARS information is available at http://www.cpars.gov. It is recommended that the Contractor take the overview training that can be 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 adhere to the process and associated timeline found in the *User Manual for Contractor Performance Assessment Reporting System (CPARS)*.

(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.07. 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.

G.08. CONTRACTOR'S PROGRAM MANAGER

(a) The Contractor shall designate a Program Manager to serve in the Contractor's local facility as described in the Section F clause *DOE-F-2002 Place of Performance - Services*, who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder, and have supervisory control over the Contractor's employees assigned to perform work under this contract and its resulting task orders. 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.

(c) The Program Manager shall develop work and staffing plans for all assigned tasks and provide monthly status reports on all activities to the COR.

G.09. DEFECTIVE OR IMPROPER INVOICE

The name, title, office name, phone number, e-mail, and complete mailing address of those officials of the Contractor who are to be notified when DOE receives a defective or improper invoice are as follows:

<OFFEROR FILL-IN>

G.10. INDIVIDUAL AUTHORIZED TO ISSUE TASK ORDERS

The following personnel are authorized to issue task orders under this contract:

Any duly appointed OREM Contracting Officer, and the Procuring Contracting Officer who awarded the IDIQ contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.01. 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.02. 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 Section J, Attachment J-6, *Position Qualifications*, except as the Contracting Officer may otherwise authorize.

H.03. 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.04. 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.05. DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

Within 15 calendar days after the Notice to Proceed, 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.

(d) 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.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.

(f) 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.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.06. 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.07. DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)

(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.

H.08. DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 14 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.09. DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

(a) In accordance with the clause FAR 52.228-5, *Insurance – Work on a Government Installation*, 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.10. 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 C.F.R. Part 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 C.F.R. Part 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 C.F.R. Part 851, the requirements of 10 C.F.R. Part 851 shall take precedence.

H.11. 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 listed in Section J, Attachment J-9, *Government Furnished Property*.

H.12. DOE-H-2056 ANNUAL INDIRECT BILLING RATES (OCT 2014) (For T&M Task Orders)

(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 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.

H.13. RESERVED

H.14. 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:

<OFFEROR FILL-IN>

(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.15. 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 Contacting 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.16. DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)

(a) 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.

(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.

DOE O 206.2	Identity, Credential, and Access Management (ICAM)	February 19, 2013

H.17. 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.18. 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 elsewhere in the contract pursuant to the clause at DOE-H-2071, *Department of Energy Directives*.

H.19. 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.20. 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.

DOE O 206.2	Identity, Credential, and Access Management (ICAM)	Feb 20, 2013
DOE O 470.4B	Safeguards and Security Program	Feb 15, 2013
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information	Mar 01, 2010
DOE O 471.3	Admin Chg. 1, Identifying and Protecting Official Use Only Information	Jan 13, 2011
DOE O 471.6	Admin Chg. 2, Information Security	May 21, 2015
DOE O 475.2B	Identifying Classified Information	Oct 03, 2014

H.21. DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES OR SERVICES (OCT 2014)

(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 8 contractor personnel. See Section F clause F.02 *DOE-F-2002 Place of Performance – Services*, for details regarding which contractor personnel are anticipated to be located in the Government-provided office space as compared to the contractor-provided

office space.

(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.22. DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014) (For T&M Task Orders)

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 Contactor will provide information on conferences it plans 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.23. DOE-H-2070 KEY PERSONNEL (OCT 2014) (Deviation)

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

Name	**Position**
[OFFEROR FILL-IN]	Program Manager
[OFFEROR FILL-IN]	Program Systems Manager

Absent prior written approval of the Contracting Officer, key personnel shall remain in their respective position for a minimum of two (2) years. 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. Violation of this contract requirement could result in an adverse impact to the Contractor's Performance Assessment Reporting System evaluation.

(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 assigned to their respective positions on a full-time basis.

(c) With respect to the clause at DEAR 952.215-70, the term "reasonably in advance" is defined as thirty (30) calendar days.

(d) Key Personnel relocation costs. The Contractor shall be entitled to reimbursement of relocation costs, if needed for the key personnel, up to $100,000 per individual. Reimbursement is allowable only for the initial relocation to the Oak Ridge, TN area upon contract award. Further, relocation is only allowable for the initial individuals filling the key personnel positions. Any relocation costs must be in accordance with the Federal Travel Regulations contained in Chapter 302 "Relocation Allowances" 41 CFR 302.

H.24. 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 listed in *Section J, Attachment J-2, List of Applicable DOE Directives (List B),* 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* for FFP task orders, and/or FAR 52.243-3, *Changes – Times-and-Materials or Labor-Hours* for T&M task orders.

(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.25. DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)

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

H.26. APPLICABLE LAWS AND REGULATIONS

(a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations can be found as *Section J, Attachment J-1 Requirements Sources and Implementing Documents (List A).* Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

(b) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

H.27. QUALITY ASSURANCE FOR WORK AFFECTING NUCLEAR SAFETY

The Contractor shall implement a Department of Energy (DOE) approved Quality Assurance Program (QAP) (see Section J, Attachment J-3 *List of Deliverables)* in accordance with the current revision of the Environmental Management (EM) QAP, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

EM requires that American Society of Mechanical Engineers (ASME) NQA-1-2008, "Quality Assurance Requirements for Nuclear Facility Applications," and addenda through 2009 to be implemented as part of the Contractor's QA Program for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: 1) Introduction; 2) Part I; and 3) Applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.

Contractors have three options for complying with this contract requirement:

(1) Develop and submit for DOE approval a new QAP;
(2) Adopt the prior Contractor's DOE-approved QAP; or
(3) Modify the prior Contractor's DOE-approved QAP and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 C.F.R. Part 830, other regulations affecting QA and DOE Order 414.1D.

The Contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the Contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health). Specifically, the contractor's QAP shall also describe the supply chain for electronic subcomponents, require procurement of sub-components only from original equipment manufacturers or original equipment manufacturer authorized distributors, and require electronic subcomponents be procured from vendors with a documented successful history with the supplier.

The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the Contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews, if required based on the seriousness of the issue.

The Contractor shall, at a minimum, annually review and update as appropriate, its QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

H.28. CONTRACTOR EMPLOYEE TRAINING

The Contractor shall provide fully qualified and trained personnel from its own resources to support OREM requirements. The Contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging and proven technologies applicable to the work to be performed.

The Contractor shall ensure that all employees who perform services under this Contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer or Contracting Officer’s Representative (usually within 30 days of the first date of performance on this Contract and at least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.29. TASK ORDERING PROCEDURE

(a) A task order may be issued under this basic IDIQ contract for any work scope covered by Section C, Performance Work Statement. Task orders may be issued as FFP or T&M.

(b) All task order efforts shall be completed in accordance with the contract requirements, in addition to the requirements as stated within the task order. In the event of a conflict between the requirements of the task order and the Contractor’s approved task order proposal, the task order shall prevail.

(c) Prior to issuing a task order, the CO will provide the Contractor with a Request for Task Order Proposal (RFTOP) including, at a minimum, the following:

1. A task order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated task order;
2. Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
3. The requirements for the Contractor's task order proposal (see reference paragraph (f) below); and
4. A response time for submitting the task order proposal.

(d) Task orders will be issued on forms specified and provided by the Government. Task orders will be numbered. All task order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.

(e) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, the CO may issue an undefinitized task order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date.

(f) The Contractor shall submit a Task Order Proposal within ten (10) calendar days of receipt of each RFTOP issued by the CO.

1. The Contractor's Task Order Proposal shall include, at a minimum, the following:
   a. Discussion of the technical approach for performing the work;
   b. A detailed schedule including, but not limited to, key milestones identified in the Government PWS and/or the Contractor's technical approach;
   c. Detailed cost/price information (reference paragraphs (2) and/or (3) below). The Contractor shall substantiate and provide the basis for all proposed costs (e.g., based on rates set on the IDIQ contract, historical data, competition, or other appropriate industry standard).
   d. Proposed deviations (if any) from the stated PWS requirements; and
   e. Any other information required to determine the reasonableness of the Contractor's proposal.

2. The Contractor's Task Order Proposal for FFP task orders shall, in addition to the minimum requirements found in (f)(1) above, include:
   a. Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government.
   b. A total firm-fixed-price for the completion of the work described in the PWS of the task order by the schedule of performance. The firm-fixed-price proposed by the

Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, material, equipment and other direct costs.

i. The Contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Section J Attachment J-7 *IDIQ Schedule of Fully Burdened Labor Rates*.
ii. Wages need to be tied to qualifications or experience for each labor category.
iii. Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel). The Contractor shall include a detailed breakdown of all Other Direct Costs (ODCs) required to perform the task order work. The Contractor shall propose all travel in accordance with FAR 31.205-46 – *Travel Costs*, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.
iv. Subcontract Costs.

1. The Contractor shall utilize competition to the maximum extent practical when utilizing subcontracting.

2. The Contractor's proposal shall include documentation supporting the fairness and reasonableness of all subcontracted efforts. The documentation shall include the proposals received, the successful awardee and the basis for award (e.g., low bidder or best value). If competitive proposals are not received, justification of price reasonableness shall be provided in addition to a justification for procuring from a single source, if applicable.

3. The Contractor's Task Order Proposal for T&M task orders shall, in addition to the minimum requirements found in (f)(1) above, include:

a. The date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government.
b. Direct Productive Labor Hours (DPLH), on an annual basis by the applicable labor category, and the total number of labor hours, estimated to be necessary to complete the task order. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Section J Attachment J-7 *IDIQ Schedule of Fully Burdened Labor Rates*.
c. Wages need to be tied to qualifications or experience for each labor category.
d. Travel and Other Direct Costs.
   (1) An estimate for subcontractors and consultants, including DPLH, if applicable.
   (2) The Contractor shall include a detailed breakdown of all proposed Materials and Supplies required to perform the task order work.

(3) The Contractor shall propose all travel in accordance with FAR 31.205-46 – *Travel Costs*, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.

e. Other pertinent information.

(g) The Contractor's task order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either approve the Contractor's task order proposal or negotiate any areas of disagreement with the Contractor. The Contractor shall not perform any work on the task order until authorized by the CO. After review and any necessary discussions, the CO may issue a task order to the Contractor containing, as a minimum, the following:

1. Date of the order.
2. Contract number and task order number.
3. PWS identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
4. Performance standards, and where appropriate, quality assurance standards.
5. Maximum dollar amount authorized (FFP amount or T&M ceiling value).
6. Any other resources (e.g., travel, material, equipment, facilities) authorized.
7. Delivery/performance schedule including start and end dates.
8. Accounting and appropriation data.

(h) With respect to Section I clause FAR 52.216-18 *Ordering*, paragraph (c), task orders may be issued via mail, facsimile, or electronically.

(i) The Contractor shall provide acknowledgement to the CO of receipt of the task order within 2 business days after receipt.

(j) The Contractor shall deliver all task order specific deliverables as stated in the task order.

H.30. MONTHLY TASK ORDER STATUS REPORT

The Contractor shall submit monthly task order progress reports. At a minimum, the reports shall contain the following information:

a. Task order number.
b. Total task order cost/price.
c. Significant issues/problems associated with each task order.
d. Summary of activities performed during the month, and the current status of each activity.
e. Status of the schedule for each task order.
f. For T&M task orders, an itemized breakdown of cost and DPLHs utilized per labor category to date shall also be provided.

H.31. ANNUAL PAYROLL AND RESIDENCY REPORT

In order to develop reports on the economic impact of DOE-support programs in the Oak Ridge area, by January 15th of each year, the Contractor shall submit employment, payroll, and residence data for the prior calendar year. Oak Ridge Contractor Industrial Relations personnel will distribute the required template to be utilized for the given annual data submittal.

SECTION I - CONTRACT CLAUSES

I.01. 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 addresses:

For FAR clauses: https://www.acquisition.gov/?q=browsefar

For DOE Acquisition Regulation (DEAR) clauses: http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation

The Section I clauses in the following table are incorporated by reference:

Clause No.	FAR/ DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.02.	52.202-1	Definitions (Nov 2013)	
I.03.	52.203-3	Gratuities (Apr 1984)	
I.04.	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.05.	52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	
I.06.	52.203-7	Anti-Kickback Procedures (May 2014)	
I.07.	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.08.	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.09.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	
I.10.	52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)	
I.11.	52.203-14	Display of Hotline Poster(s) (Oct 2015)	(b)(3) DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf

I.12.	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)	
I.13.	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
I.14.	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.15.	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)	
I.16.	52.204-13	System for Award Management Maintenance (Jul 2013)	
I.17.	52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014)	
I.18.	52.204-18	Commercial and Government Entity Code Maintenance (Jul 2015)	
I.19.	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
I.20.	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Oct 2015)	
I.21.	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)	
I.22.	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.23.	52.210-1	Market Research (Apr 2011)	
I.24.	52.215-2	Audit and Records – Negotiation (Oct 2010)	
I.25.	52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	
I.26.	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Aug 2011)	
I.27.	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)	
I.28.	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) *Note: this clause will not be included if the awardee proposed Facilities Capital Cost of Money.*	
I.29.	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.30.	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010) (Alt. III (Oct 1997))	(c) CD-ROM, as requested by the Contracting Officer.

I.31.	52.215-23	Limitations on Pass-Through Charges (Oct 2009)	
I.32.	52.217-8	Option to Extend Services (Nov 1999)	The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of the contract expiration date.
I.33.	52.217-9	Option to Extend the Term of the Contract (Mar 2000) ***Applies at the task order level, not at the basic IDIQ contract level. Applicability will be determined on an individual task order basis.***	(a) TBD on task order level; TBD on task order level (c) TBD on task order level
I.34.	52.219-6	Notice of Total Small Business Set-Aside (Nov 2011)	
I.35.	52.219-8	Utilization of Small Business Concerns (Oct 2014)	
I.36.	52.219-14	Limitations on Subcontracting (Nov 2011)	
I.37.	52.219-28	Post-Award Small Business Program Rerepresentation (Jul 2013)	
I.38.	52.222-3	Convict Labor (Jun 2003)	
I.39.	Reserved	Reserved	
I.40.	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.41.	52.222-26	Equal Opportunity (Apr 2015)	
I.42.	52.222-37	Employment Reports on Veterans (Feb 2016)	
I.43.	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.44.	Reserved	Reserved	
I.45.	Reserved	Reserved	
I.46.	52.222-50	Combating Trafficking in Persons (Mar 2015)	
I.47.	52.222-54	Employment Eligibility Verification (Oct 2015)	
I.48.	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)	
I.49.	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.50.	52.223-6	Drug-Free Workplace (May 2001)	
I.51.	52.223-10	Waste Reduction Program (May 2011)	
I.52.	52.223-16	Acquisition of EPEAT® – Registered Personal Computer Products (Oct 2015)	

I.53.	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)	
I.54.	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Aug 2011)	
I.55.	52.225-1	Buy American – Supplies (May 2014)	
I.56.	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
I.57.	52.227-1	Authorization and Consent (Dec 2007)	
I.58.	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	
I.59.	52.227-3	Patent Indemnity (Apr 1984)	
I.60.	52.227-16	Additional Data Requirements (Jun 1987)	
I.61.	52.228-5	Insurance -- Work on a Government Installation (Jan 1997) ***Applies to fixed-price task orders only***	
I.62.	52.229-3	Federal, State, and Local Taxes (Feb 2013) ***Applies to fixed-price task orders only***	
I.63.	52.232-1	Payments (Apr 1984) ***Applies to fixed-price task orders only***	
I.64.	52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (Aug 2012)	(h)(2) 30th
I.65.	52.232-8	Discounts for Prompt Payment (Feb 2002) ***Applies to fixed-price task orders only***	
I.66.	52.232-9	Limitation of Withholding of Payments (Apr 1984)	
I.67.	52.232-11	Extras (Apr 1984) ***Applies to fixed-price task orders only***	
I.68.	52.232-17	Interest (May 2014)	
I.69.	52.232-20	Limitation of Cost (Apr 1984)	
I.70.	52.232-22	Limitation of Funds (Apr 1984)	
I.71.	52.232-23	Assignment of Claims (May 2014)	
I.72.	52.232-25	Prompt Payment (Jul 2013)	
I.73.	52.232-33	Payment by Electronic Funds Transfer – System for Award Management (Jul 2013)	
I.74.	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.75.	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
I.76.	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.77.	52.233-3	Protest after Award (Aug 1996)	
I.78.	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	

I.79.	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
I.80.	52.237-3	Continuity of Services (Jan 1991)	
I.81.	52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.82.	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.83.	52.242-3	Penalties for Unallowable Costs (May 2014)	
I.84.	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.85.	52.242-13	Bankruptcy (Jul 1995)	
I.86.	52.243-1	Changes - Fixed Price (Aug 1987) – Alt I (Apr 1984) ***Applies to fixed-price task orders only***	
I.87.	52.243-3	Changes – Time-and-Materials or Labor-Hours (Sep 2000) ***Applies to time-and-materials task orders only***	
I.88.	52.244-6	Subcontracts for Commercial Items (Feb 2016)	
I.89.	52.245-1	Government Property (Apr 2012), as modified by DEAR 952.245-5 by adding "and DOE Acquisition Regulation Subpart 945.5" after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause. Alt 1 (Apr 2012) ***Applies to fixed-price task orders only***	
I.90.	52.245-9	Use and Charges (Apr 2012)	
I.91.	52.246-25	Limitation of Liability – Services (Feb 1997)	
I.92.	52.248-1	Value Engineering (Oct 2010)	(m) Contracting Officer fill in at award for paragraph (m)
I.93.	52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) ***Applies to fixed-price task orders only***	
I.94.	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alt IV (Sep 1996) ***Applies to time-and-materials task orders only***	
I.95.	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) ***Applies to fixed-price task orders only***	
I.96.	52.249-14	Excusable Delays (Apr 1984)	
I.97.	52.251-1	Government Supply Sources (Apr 2012)	
I.98.	52.253-1	Computer Generated Forms (Jan 1991)	
I.99.	952.202-1	Definitions (Feb 2011)	
I.100.	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	

I.101.	952.204-2	Security (Mar 2011)	
I.102.	952.204-70	Classification/Declassification (Sep 1997)	
I.103.	952.204-75	Public Affairs (Dec 2000)	
I.104.	952.204-77	Computer Security (Aug 2006)	
I.105.	952.208-70	Printing (Apr 1984)	
I.106.	952.209-72	Organizational Conflicts of Interest (Aug 2009) Alternate I (Aug 2009)	(b)(1)(i) two (2)
I.107.	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.108.	952.242-70	Technical Direction (Dec 2000)	
I.109.	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	

I.110. 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013) (Applicable only to the portion of T&M task orders that provides for reimbursement of non-labor costs)

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

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

(3) The designated payment office will make interim payments for contract financing on the 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 *http://www.whitehouse.gov/omb/procurement_index_exec_comp/*.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not 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.111. 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 date of contract award through five (5) years from the date of contract award.

(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.112. 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 *$1,000.00*, 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 *$49,000,000.00*;

(2) Any order for a combination of items in excess of *$49,000,000.00*; or

(3) A series of orders from the same ordering office within *365* days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) 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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 *5* 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.113. 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 *two (2) years beyond the end of the contract ordering period*.

I.114. 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 of identify properly the parties and their undertakings.

I.115. 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.116. RESERVED

I.117. 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) – As Modified by DEAR 927.409, ALTERNATE II (DEC 2007), ALTERNATE III (DEC 2007), and ALTERNATE V (DEC 2007)

(a) Definitions.

(1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause, means

(i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and

(ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements;

except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(5) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.

(6) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

(7) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

(8) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) *Allocation of rights*.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright*—

(1) *Data first produced in the performance of this contract*.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive,

irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(4) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(d) *Release, publication and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data*.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from brining a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings*.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. *TBD* (and subcontract *TBD*, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(4)

(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. *TBD* (and subcontract *TBD*, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use in or with the computer(s) for which it was acquired, including use at any Government installation to which such computer(s) may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

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

(End of notice)

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

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. *TBD* (and subcontract *TBD*, if appropriate) with *TBD* (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

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

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

I.118. 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)

Except for data contained on pages ***[Offeror Fill-In]***, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated ***[Offeror Fill-In]***, upon which this contract is based.

I.119. 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

(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: *Any subcontract to replace any of the subcontracts noted in paragraph (j) of this clause, as well as any subcontract equal to or greater than $2,000,000.00*

(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: *any and all subcontractors evaluated prior to*

contract award, and all subcontracts evaluated prior to the issuance of contract modifications and task orders against the contract.

I.120. 952.204-76 CONDITIONAL PAYMENT OF FEE OR PROFIT-SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION. (JAN 2004)

(a) General.

(1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the Contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) including compliance with applicable law, regulation, and DOE directives. The term "Contractor" as used in this clause to address failure to comply shall mean "Contractor or Contractor employee."

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

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

(b) Reduction Amount.

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

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

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

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

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

(2)(i) For purposes of this clause,(2)(i) Except in the case of performance-based firm-fixed-price contracts (see paragraph (b)(3) of this clause), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of 12 months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

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

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

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

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

failures of similar import that will be considered first degree:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.121. 952.215-70 KEY PERSONNEL. (DEC 2000)

(a) The personnel listed in clause DOE-H-2070, *Key Personnel*, 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, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

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

I.122. 952.216-7 ALLOWABLE COST AND PAYMENT.

As prescribed in 916.307(a), when contracting with a commercial organization modify paragraph (a) of the clause at 48 CFR 52.216-7 by adding the phrase "as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR)," after "FAR subpart 31.2".

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.01. DOE-J-2001 LIST OF ATTACHMENTS (OCT 2015)

The following attachments constitute part of this contract:

ATTACHMENT J-1:	REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS (LIST A)
ATTACHMENT J-2:	LIST OF APPLICABLE DOE DIRECTIVES (LIST B)
ATTACHMENT J-3:	LIST OF DELIVERABLES
ATTACHMENT J-4:	RESERVED
ATTACHMENT J-5:	RESERVED
ATTACHMENT J-6:	POSITION QUALIFICATIONS
ATTACHMENT J-7:	IDIQ SCHEDULE OF FULLY BURDENED LABOR RATES
ATTACHMENT J-8:	OFFICE OF ENVIRONMENTAL MANAGEMENT FY15/FY16 PERFORMANCE AGREEMENT
ATTACHMENT J-9:	GOVERNMENT FURNISHED PROPERTY
ATTACHMENT J-10:	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)
ATTACHMENT J-11:	INTERFACES WITH OTHER CONTRACTORS
ATTACHMENT J-12:	GOVERNMENT FURNISHED EXISTING COMPUTER SOFTWARE
ATTACHMENT J-13:	SITE OPERATING CONTRACTOR INTEGRATING SOFTWARE

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.01. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (APR 2016)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is *562910, Environmental Remediation Services exception*.

(2) The small business size standard is *750 employees*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the 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 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, 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-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 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.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 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.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 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.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 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.

(xiv) 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.

(xv) 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.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 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.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxi) 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.

(xxii) 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.)

X (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.
X (vii) 52.227-15, Representation of Limited Rights Data and Restricted

Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through *https://www.acquisition.gov*. After reviewing the SAM database 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	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.02. <u>52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)</u>

(a) 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-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) 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).

(b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) 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:

(1) 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:

(i) In a criminal proceeding, a conviction.

(ii) 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.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) 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.

(2) 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.

(d) 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 database via *https://www.acquisition.gov* (see 52.204-7).

K.03. <u>52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)</u>

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

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

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

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

_____

_____

_____

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

K.04. ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE

(a) 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.

(b) Each Offeror is to check the appropriate block for each of the questions below. The questions apply equally to (1) the Offeror, (2) intended subcontractors at any tier, (3) consultants, (4) affiliates of the foregoing, and (5) chief executives and directors of any of the foregoing who will be involved in performing the contract, and, accordingly, that the term "Offeror" is defined to include all five types of considerations. The questions shall be completed by each Offeror or person identified.

(1) Does the Offeror depend upon industries or firms which could be affected by DOE actions related to the contract for a significant portion of its business, or have a relationship (financial, organizational, contractual or otherwise) with such industries or firms which could impair its objectivity or independence?

Yes☐ No ☐

(2) Would any unfair competitive advantage accrue to the Offeror in either its private or government business pursuits from access to:

(i) data generated under the contract? Yes ☐ No ☐
(ii) information concerning DOE plans and programs? Yes ☐ No ☐
(iii) confidential and proprietary data of others? Yes ☐ No ☐

(3) Will any proposed subcontractor perform any self-evaluation or inspection of a service or product, or evaluation or inspection of another with whom a relationship exists which could impair objectivity, including evaluation or inspection of goods or services which compete commercially with the performer's goods or services?

Yes☐ No ☐

(4) Will any of the Offeror's chief executives, directors, or entities which they own or represent, or any of the Offeror's affiliates be involved in the performance of the contract? Yes ☐ No ☐

(5) Do you have any current business arrangements which may conflict with your role as Offeror or subcontractor under this contract? Yes ☐ No ☐

(c) If the Offeror checked "yes" to any of the above in paragraph (b), the Offeror shall provide the statement described in paragraph (d) from each entity or person affirmatively responding.

(d) The statement must contain the following:

(1) 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.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services required by the Performance Work Statement to be provided in connection with the instant contract.

(e) 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.05. AGREEMENT TO USE NON-FEDERAL SUPPORT PERSONNEL

The U.S. Department of Energy (DOE) may employ non-Federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to Solicitation DE-SOL-0009142. All such non-Federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of a signed offer under this solicitation, the Offeror consents to such review by non-Federal evaluators.

K.06. CERTIFICATION REGARDING FACILITY CLEARANCE – FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION

Please check, as appropriate:

[ ] Submitted CAGE code or facility code if cleared.

[ ] Documentation granting Offeror's subcontractor(s) and/or joint venture facility clearance is attached.

[ ] Facility Clearance request documentation has been submitted via FOCI ESS at https://foci.anl.gov/ for Offeror, subcontractor(s) and/or joint venture if not currently cleared.

[ ] The Standard Form 328 has been signed and dated by an authorized official of the company.

[ ] If publicly owned, the Offeror'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.

[ ] 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.

[ ] 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.

K.07. COST/PRICE PROPOSAL CERTIFICATION

The Government publicly furnished certain cost, pricing, and/or estimating information regarding contract activities and requirements during the solicitation phase of this contract. By submitting a signed offer under this Solicitation, the Offeror certifies that:

(a) It fully recognizes that such information was not warranted in any manner by the Government as to its accuracy or validity, and was for information only;

(b) The Government does not represent such information as a preferred price offer under the solicitation; and

(c) Irrespective of the Government-furnished information, the Offeror's proposed price, upon which this contract award is based, was independently and fully derived from the Contractor's own estimating methods, that the Offeror assumes full and complete ownership of its proposed price, and that it fully acknowledges that the Government makes no warranties, express or implied, as to the completeness or accuracy of the Government furnished pricing and estimating information.

K.08. SOLICITATION CERTIFICATION

By submitting its signed offer, the Offeror represents its understanding that Solicitation number DE-SOL-0009142 represents the current and complete contracting requirements of the Government for the Oak Ridge Office of Environmental Management Technical Support Services acquisition. This Solicitation supersedes in its entirety any prior representations from the Government or attributed to the Government, including, but not necessarily limited to; any information formally provided by the Government prior to release of this Solicitation; remarks made by the Government during, or reported as a result of, industry one-on-one meetings; and any information or conjecture presented by the media, or any other source, on the Governments requirements for this Solicitation.

K.09. SIGNATURE/CERTIFICATION

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 United States Code (USC) Section 1001.

_____ _____
Signature of the Officer or Employee Responsible for the Offer Date of Execution

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

_____
Name of Organization

_____
Address

_____
City, State, Zip Code

Solicitation Number DE-SOL-0009142

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.01. 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 addresses:

For FAR provisions: https://www.acquisition.gov/?q=browsefar

For DOE Acquisition Regulation (DEAR) provisions: http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation

The Section L provisions in the following table are incorporated by reference:

PROVISION NUMBER	FAR/DEAR REFERENCE	PROVISION TITLE (DATE)
L.01.1	52.204-7	SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)
L.01.2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (JUL 2015)
L.01.3	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2014)
L.01.4	52.215-16	FACILITIES CAPITAL COST OF MONEY. (JUN 2003)
L.01.5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)
L.01.6	52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION. (FEB 2007)
L.01.7	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)
L.01.8	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES. (FEB 1993)
L.01.9	952.219-70	DOE MENTOR-PROTEGE PROGRAM. (MAY 2000)
L.01.10	952.233-4	NOTICE OF PROTEST FILE AVAILABILITY. (AUG 2009)
L.01.11	952.233-5	AGENCY PROTEST REVIEW. (SEP 1996)

L.02. 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA. (OCT 2010) - ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described in Section L of the solicitation.

L.03. 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of an *Indefinite-Delivery/Indefinite-Quantity (IDIQ)* contract resulting from this solicitation, under which FFP and T&M task orders may be issued.

L.04. 952.204-73 FACILITY CLEARANCE. (MAR 2011) (Revised to Correct Website Address)

NOTICES

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

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

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

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

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

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

(b) Definitions

(1) Foreign Interest means any of the following—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO OFFERORS—CONTENTS REVIEW
(PLEASE REVIEW BEFORE SUBMITTING)

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

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

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

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

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

(5) A summary FOCI data sheet.

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

L.05. OFFER ACCEPTANCE PERIOD

The Offeror's proposal shall be valid for 365 calendar days after the required due date for proposals.

L.06. 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(1), 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.

(b) Availability of the solicitation, amendments, and other documents – electronic media.

(1) 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.

(2) The solicitation, amendments, reference documents, drawings, specifications, other documents and other communications are also available through the procurement website at https://www.emcbc.doe.gov/SEB/OREMTSS/.

(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, in accordance with FAR 52.204-7, *System for Award Management*.

(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. The official proposal 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, submitted and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation. 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 web site. Subcontractor submissions of proprietary information may provide a password protected file to the prime contractor, and share the password with the Contracting Officer. The subcontractor proposal must adhere to the proposal due date/time in the solicitation.

(3) Electronic submission of a proposal via FedConnect shall be considered the Offeror's official offer and will be considered binding.

(4) In addition to the electronic submission of the Offeror's proposal, the Offeror shall submit the required number of paper (and electronic) copies of each proposal volume as indicated below. The content in the paper copy shall be identical to the content of the electronic copies. The paper copies shall be submitted no later than the proposal due date to:

United States Department of Energy
Environmental Management Consolidated Business Center
Attention: Travis Marshall, Contracting Officer
110 Boggs Lane, Suite 450
Springdale, OH 45246

Shipping materials shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. DE-SOL-0009142

E-mail: travis.marshall@emcbc.doe.gov
Phone: 513-246-0103

Note: Offerors delivering proposals via Express Mail to the above address should contact the Contracting Officer, Travis Marshall, via telephone at (513) 246-0103 or email at travis.marshall@emcbc.doe.gov in advance to advise of the anticipated delivery date and

time.

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

Proposal Volume – Title	Number of Hard Copy Proposals Required	Number of CD-ROM's/DVD's Required
Volume I – Offer and Other Documents	1 signed original and 2 copies	3
Volume II – Technical and Management Proposal	1 signed original and 5 copies	6
Volume III – Cost/Price Proposal	1 signed original and 5 copies	6

(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. The Government will compare the Offeror's proposal with the terms noted in Section L in order to perform a compliance review. Any Offeror's proposal determined non-compliant per the terms noted in Section L may not be evaluated and may not be further considered for award. 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 separate volumes, organized and individually entitled as stated below, with the following page limitations:

(i) Volume I, Offer and Other Documents – No page limit.

(ii) Volume II, Technical and Management Proposal – See page limitations identified below for each factor.

(iii) Volume III, Cost/Price Proposal – No page limit.

(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/Price Proposal, unless otherwise specified.

(f) Proposal specifications.

(1) 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.

(2) Cross reference matrix. The Offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Performance Work Statement, 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.

(3) 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. Use of 11 x 17 inch binders for the Volume III, Cost/Price Proposal, is permitted.

(4) 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. Print type used in completing forms attached to this RFP as Microsoft® (MS) Word®, Access®, or Excel® documents shall not be changed from the styles used in the attachments.

(5) 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; page number; 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.

(6) Page numbering. All pages shall be sequentially numbered by volume.

(7) File format. Files shall be submitted in readable and searchable Microsoft® Word®, Excel® (Version 2010 or higher) including working formulas and computations, or Adobe portable document format (PDF) (must be in a searchable format, not scanned). The Adobe PDF shall not be password protected or contain any other security restraints unless access information is provided.

(8) Binding and Labeling of Hard Copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 x 17 inch. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.

(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) Questions regarding this solicitation must be submitted to OREMTSS@emcbc.doe.gov no later than 30 calendar days prior to the proposal due date. If DOE has not acknowledged receipt of submitted questions within three (3) business days, the Offeror may contact the Contracting Officer to confirm receipt of the questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted to the procurement website as soon as practicable. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website 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 via email to OREMTSS@emcbc.doe.gov.

(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. Part IV, Section K will be incorporated into the contract by reference.

L.07. DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS (OCT 2015)

(a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill-in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Fill-ins are generally marked "Offeror Fill-In"; however, Offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified as "Offeror Fill-In"). A listing of areas requiring fill-in include, but are not limited to:

Section G:

- Defective or Improper Invoice

Section H:

- DOE-H-2058 Designation and Consent of Major or Critical Subcontracts – Alt I (OCT 2014)
- DOE-H-2070 Key Personnel (OCT 2014)

Section I:

- FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)

Section J:

- Attachment J-7 IDIQ Schedule Of Fully Burdened Labor Rates

Section K:

- Organizational Conflicts of Interest Disclosure

(b) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

(c) Standard Form 33, Solicitation, Offer And Award – One (1) signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.

(1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract – Sections A – J. By signing and submitting the SF 33, the Offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g) Exceptions and deviations.

(2) The Offeror must acknowledge receipt of all amendments to the solicitation in block

14 of the SF 33.

(3) The Offeror shall insert 365 calendar days in block 12 of the SF 33 in accordance with Section L provision L.05.

(d) Administrative information. Offerors shall provide the following information:

(1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*).

(2) Offeror name. Name, address, telephone and facsimile number, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*).

(3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition).*

(4) Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*).

(5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities.

(1) Offerors shall provide the name, address, and DUNS number for all proposed major and critical subcontractors. The Offeror's proposal submission, including Volume II, shall only include major and critical subcontractors. A "major subcontractor" is a subcontractor, at any tier, with an estimated value more than $5 million over the life of the contract. A "critical subcontractor" is a subcontractor, at any tier, with highly specialized capabilities to successfully execute the Performance Work Statement requirements, regardless of the subcontract value.

(2) "Other entities" are members of a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership), regardless of dollar value. If the Offeror's proposal includes other entities, provide –

(i) Name, address, and DUNS of the parent or member company(ies) of the

Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

(ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

(1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8. The Offeror shall also complete any additional representations, certifications or other statements required in this solicitation's Section K, Representations, certifications, and other statements of the Offeror.

(2) If the Offeror has not completed the annual representations and certifications electronically via the System for Award Management, the Offeror shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation's Section K.

(3) The Offeror shall comply with the organizational conflict of interest requirements of Section K.

(g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an Offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies – Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.

(2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the

solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Facility clearance verification (Revised).

The Offeror shall submit the Department of Defense Commercial and Government Entity (CAGE) code, or DOE or Nuclear Regulatory Commission facility clearance number for the Offeror, subcontractors (if applicable), and team members who will perform work under a contract resulting from this solicitation and require access authorizations (see Section L provision DEAR 952.204-73*Facility Clearance (Mar 2011)*. The Offeror shall provide: 1) your DOE Facility Clearance code or your DOD assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror's, subcontractor's (if applicable) and/or teaming partner's completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer's affirmative FOCI determination. If the Offeror, or any of its subcontractors (if applicable) or team members, do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, subcontractor (if applicable), and /or team member shall submit FOCI information in accordance with the provision entitled "DEAR 952.204-73 Facility Clearance" found elsewhere in this Section L. Further information is available at https://foci.anl.gov/.

All Offerors, their subcontractors (if applicable) or team members, that do not possess a CAGE code or DOE/NRC facility clearance number, shall complete the required entries into the DOE FOCI Electronic Submission System (ESS) located at https://foci.anl.gov/. Use of the DOE FOCI ESS is mandatory for all Offerors, subcontractors (if applicable), and/or team members that do not possess a facility clearance.

Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF-328 executed in accordance with the form's instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select "Environmental Management Consolidated Business Center" as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the "Reason for Request" field.

(i) Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member, members of a newly formed entity, including LLCs, formed for the purpose of performing this Contract, or

members of similar entities. Additionally, each proposed major/critical subcontractor with an estimated value of $10M or more over the contract period is required to provide the information described above.

L.08. DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015)

(a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M, Evaluation Factors for Award.

(b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.

(c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001, Proposal Preparation Instructions – General and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, Offerors shall provide their specific approach and capabilities to perform the required work. Moreover, Offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.

(d) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.

L.09. DOE-L-2005 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - KEY PERSONNEL (OCT 2015)

FACTOR 1: KEY PERSONNEL *(The Key Personnel section shall be limited to the key personnel resumes, which are limited to four (4) pages each, and the letters of commitment, which are limited to one (1) page each.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the proposed key personnel:

(a) Key personnel. The Offeror shall propose one key person for the Program Manager position

(the same individual as per the requirements of Section G.08), and one key person for the Program Systems Manager position, as these positions are considered essential to the successful performance of the contract. These individuals shall meet the required qualifications for their respective positions found in Attachment J-6 *Position Qualifications*. These individuals will be incorporated into the contract through the clause at DOE-H-2070, Key Personnel.

The Offeror shall not provide the names or qualifications of any non-key personnel.

(b) Resume.

(1) The Offeror shall provide a written resume for the proposed key personnel in the format shown in Attachment L-1, *Key Personnel Standard Resume Format*. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:

(i) Relevant experience on work of similar scope, size, and complexity to that required for the position each of the Key Personnel is proposed for. Similar scope, size, and complexity are defined as follows: scope – type of work on federally-funded environmental cleanup projects; size – dollar value and contract duration; and complexity – performance challenges and risk.

(ii) Record of past success and accomplishments in performing work of similar scope, size, and complexity to that required under the contract.

(iii) Education, training, certifications, and licenses.

(iv) Each resume shall include at least three references having direct knowledge of the qualifications of the proposed key person.

(2) By submission of each resume, the key person and Offeror authorize DOE to contact any references and previous employers to verify the accuracy of information provided in the resume and to assess each individual's suitability for the proposed position. DOE may contact any or all of the references or past employers and may use any information or sources available to DOE as a part of its evaluation of the key personnel.

(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as key personnel. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the effective date of the contract for a period of 2 years. A format for the letter of commitment is contained in Attachment L-2, *Letter of Commitment Format.* Failure to submit a letter of commitment may adversely affect the Government's evaluation of the proposal.

L.10. DOE-L-2009 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – RELEVANT EXPERIENCE (OCT 2015)

FACTOR 2: RELEVANT EXPERIENCE *(The Relevant Experience section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form, which is limited to four (4) pages per reference contract/project. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Relevant Experience and Past Performance evaluation factors. The completed Attachment L-3 forms shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the Offeror's experience [Note that all of the below information shall be contained within the Attachment L-3 forms only]:

(a) Offeror experience. The Offeror shall describe its relevant experience in performing work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – type of work (all work included in Section C Performance Work Statement, to include support to federally-funded environmental cleanup projects in the following areas: project planning and baseline support, operation and maintenance of project planning and baseline management systems, senior management technical support, portfolio federal project director technical support, and independent government cost estimating support); size – dollar value and contract duration; and complexity – performance challenges (this work scope often requires deliverables with a very short lead time) and risk. The Offeror shall describe its relevant experience providing such services for federally-funded environmental cleanup projects. In describing relevant experience, Offerors shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.

(b) Major/Critical subcontractor and other entity experience. In addition to the Offeror's relevant experience, the Offeror shall describe the relevant experience of any proposed major/critical subcontractor(s) and any other entities (as defined in L.07(e)) that are proposed to perform work under the contract. The Offeror shall describe the relevant experience - similar in scope size, and complexity - in relation to that portion of the work proposed to be performed by the major/critical subcontractor or other entity. Other entities may include, for example, members of a limited liability company (LLC) or joint venture, an affiliate of the Offeror, or other teaming partner. In describing relevant experience, major/critical subcontractors or other entities shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met. Note that the Offeror shall not submit experience information for other subcontractors that do not meet the definition of major or critical subcontractor.

(c) Work to be performed. The experience provided for the Offeror, major/critical subcontractors, or other entities shall describe its relevancy to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the

applicable sections of the Performance Work Statement, the work to be performed by each entity, and the relevant experience of that entity (as detailed in the Attachment L-3, Past Performance and Experience Reference Information Form).

(d) Newly formed entity and predecessor companies. If the Offeror, major/critical subcontractors, or other performing entities are a newly formed entity with no experience, the Offeror shall provide relevant experience for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide relevant experience on predecessor companies resulting from mergers and acquisitions.

(e) Contracts information. The Offeror shall provide the relevant experience information as requested in this provision on three (3) contracts, either completed or currently being performed by the Offeror, and three (3) contracts, either completed or currently being performed, for each proposed major or critical subcontractor or other performing entity. If the Offeror is a newly formed entity, the Offeror shall provide relevant experience information on three (3) contracts for each parent organization(s) or each member organization if the Offeror is a joint venture, LLC, or similar entity. The Offeror shall only provide contract relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the original solicitation issue date.

(1) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

(2) Include information on challenges and problems encountered in performance of the work, actions initiated to address these matters, and the effect the actions taken had on the performance of the contract.

(3) Contracts used as a representation of the Offeror’s experience must be the same contracts submitted in accordance with the provision at DOE-L-2010, Proposal Preparation Instructions, Volume II - Past Performance, and as listed in the Past Performance and Experience Reference Information Form contained in Attachment L-3 to Section L.

(4) Attachment L-3, Past Performance and Experience Reference Information Form is limited to four (4) pages per reference contract/project. Information pertaining to Evaluation Factor 2 – Relevant Experience shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3.

(5) All information provided under this evaluation factor by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, major/critical subcontractors, and/or other entities) under the Offeror’s proposed approach.

(f) Verification of experience. The Government may verify an Offeror's or major/critical subcontractor's experience, including represented outcomes of specific work experiences, from third-party sources, including reference checks from customers, clients, and business partners.

L.11. DOE-L-2006 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – STAFFING APPROACH, ORGANIZATION, AND TRANSITION (OCT 2015)

FACTOR 3: STAFFING APPROACH, ORGANIZATION, AND TRANSITION *(The Staffing Approach, Organization, and Transition section shall not exceed twenty-five (25) pages)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the proposed staffing approach, organization, and transition:

(a) Organization chart. The Offeror shall provide an organizational chart graphically depicting the major functional areas of the Offeror's proposed organization that the Offeror considers essential for the management and performance of the work. The number of organization levels (e.g., working and reporting lines, divisional relationships, management layers, chain of command) depicted on the Offeror's organization chart must align with, and correlate to, the information provided by the Offeror in response to paragraphs (b) and (c) below.

(b) Rationale for organizational structure. Describe the rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure will contribute to the successful accomplishment of the work. Describe how the organizational structure correlates to the Performance Work Statement and the Offeror's proposed approach to execute the work. If major functional areas are proposed to be performed by major/critical subcontractors or other performing entities, address how these functions will be integrated with the Offeror's organization.

(c) Roles, responsibilities, and lines of authority. Describe the roles, responsibilities, and lines of authority for the major functional areas identified on the organizational chart, including lines of authority between the Offeror's organizational elements or specific individuals, as applicable, and its major/critical subcontractors and any other performing entities. Describe the processes for key decision-making and for resolving problems within the Offeror's organization and between the Offeror's organization and major/critical subcontractors and other performing entities.

(d) Communication and interface. Describe the Offeror's approach to communication and interface with internal organizations, major/critical subcontractors and other performing entities, and outside entities, including DOE, other DOE contractors and subcontractors, regulatory agencies, state and local governments, the public, and other entities.

(e) Offeror entity. If the Offeror is a limited liability company (LLC), joint venture or other similar entity, describe how the Offeror will operate with its multi-member and/or shared ownership. Describe who will employ the Offeror's general workforce, e.g., Offeror, parent, or

team member companies, and how that workforce will be managed.

(f) Major/Critical subcontractors and other entities. Identify any proposed major/critical subcontractor(s) or other entities that will perform a portion of the work, including members in an LLC, joint venture, or other similar entity, and the specific work proposed to be performed by each. Identify the specific business relationship (subcontract, teaming agreement, etc.) between the Offeror and each entity proposed to perform work. Describe the rationale for the proposed performance of work by major/critical subcontractors or other entities, as opposed to performance by the Offeror's own employees. Describe how the major/critical subcontractors' or other entities' work will be integrated and controlled within the overall work to be performed.

(g) Corporate resources. Describe any corporate resources from parent or affiliate organizations, e.g., LLC members or other corporate divisions, which will be used or are available for use; how these resources will/may be used; and the benefit of such to the performance of the contract.

(h) Corporate governance. Describe how corporate organizations, to which the Offeror has reporting relationships (e.g., LLC members, board of directors), will provide oversight of the Offeror's performance of the contract work and help ensure successful performance of the contract. Describe how performance will be monitored and issues resolved. Describe how governance and resolution of issues will be handled when multi-member, shared ownership entities are involved. Provide an organizational chart depicting the linkage(s) between the Offeror and the parent organization(s).

(i) Workforce recruitment and retention. Describe the Offeror's approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the contract. The proposal shall address the following:

> (1) The Offeror's approaches to recruit, train, and maintain its workforce, including start-up, interim fluctuations in workload, and ramp-down.
>
> (2) The source of personnel – current incumbent contractor employees performing under BPA DE-BP0001981, Offeror's existing employees, major/critical subcontractors' existing employees, new hires, other sources, etc.

(j) With respect to the Offeror's approach to the transition of work:

> (1) The Offeror shall describe its approach for transitioning the work from the incumbent contractor, ensuring that it is comprehensive, feasible, effective, and will allow a smooth and orderly transition, and meets the requirements contained in Section C, paragraph C.01.2.1, *Transition*. The approach shall address those activities, and associated schedule, necessary to be performed to maintain continuity of services from the beginning of the transition period through assumption of full responsibility for the work in accordance with the schedule for transition specified in Section F – Deliveries or Performance.

(2) The Offeror shall identify key challenges and issues that have the potential to pose significant risks to the orderly and timely transition of the work and its approach that will be used to eliminate or mitigate those risks.

L.12. DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015)

FACTOR 4: PAST PERFORMANCE *(The Past Performance section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form, which is limited to four (4) pages per reference contract/project, and the Attachment L-5, List of Contracts Terminated for Default or Convenience, which has no page limitation. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Experience and Past Performance factors. The completed Attachment L-3 and L-5 shall be included in this Volume II, Factor 4: Past Performance.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the Offeror's past performance:

(a) Offeror past performance. The Offeror shall provide information on its record of relevant past performance on work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – type of work (all work included in Section C Performance Work Statement, to include support to federally-funded environmental cleanup projects in the following areas: project planning and baseline support, operation and maintenance of project planning and baseline management systems, senior management technical support, portfolio federal project director technical support, and independent government cost estimating support), size – dollar value and contract duration; and complexity – performance challenges (this work scope often requires deliverables with a very short lead time) and risk.

(b) Major/Critical subcontractor and other entity past performance. In addition to the Offeror's record of relevant past performance, the Offeror shall provide information on the record of relevant past performance for any proposed major/critical subcontractors and any other entities (as defined in L.07(e)) that are proposed to perform work under the contract. The Offeror shall provide such information on work similar in scope, size, and complexity to that portion of the work proposed to be performed by the major/critical subcontractor or other entity. Other entities may include, for example, members of a limited liability company (LLC) or joint venture, an affiliate of the Offeror, or other teaming partner. Note that the Offeror shall not submit past performance information for other subcontractors that do not meet the definition of major or critical subcontractor.

(c) Work to be performed. The record of past performance provided for the Offeror,

major/critical subcontractors, or other entities shall relate to work performed that is similar to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Performance Work Statement, the work to be performed by each entity, and the relevant past performance of that entity (as detailed in Attachment L-3, Past Performance and Experience Reference Information Form).

(d) Newly formed entity and predecessor companies. If the Offeror, major/critical subcontractors, or other performing entities are a newly formed entity with no record of past performance, the Offeror shall provide past performance information for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide past performance information on predecessor companies resulting from mergers or acquisitions.

(e) Contracts information. The Offeror shall provide past performance information on three (3) contracts, either completed or currently being performed by the Offeror, and three (3) contracts, either completed or currently being performed, for each proposed major/critical subcontractor or other performing entity. If the Offeror is a newly formed entity, the Offeror shall provide past performance information on three (3) contracts for each parent organization(s) or each member organization if the Offeror is a joint venture, LLC, or similar entity. The Offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the original solicitation issue date.

(1) Past performance information form. The Offeror shall submit its past performance information on the Past Performance and Experience Reference Information Form contained in Attachment L-3 to Section L. One form shall be provided for each past performance reference (contract).

(2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

(3) Contracts used as a representation of the Offeror’s past performance must be the same contracts submitted in accordance with the provision at DOE-L-2009, Proposal Preparation Instructions, Volume II – Relevant Experience, and as listed in the Past Performance and Experience Reference Information Form contained in Attachment L-3to Section L.

(4) Attachment L-3, Past Performance and Experience Reference Information Form, is limited to four (4) pages. Information pertaining to Factor 4– Past Performance shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting past performance that is submitted in addition to Attachment L-3.

(f) Performance information. The Offeror shall identify problems encountered in performance of these contracts and corrective actions taken by the Offeror to resolve those problems. The

problems could include, but are not limited to, reportable safety violations, regulatory violations resulting from environmental non-compliance, late deliveries and cost overruns. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the identified contracts.

(g) Terminated contracts. The Offeror shall provide a listing of any contracts of the Offeror, major/critical subcontractors, or other performing entities that were terminated, including the reasons therefore, within the past five (5) years from the original solicitation issue date and complete Attachment L-5, List of Contracts Terminated for Default or Convenience. This listing of terminated contracts is not limited to only those contracts contained in the Past Performance and Experience Information Reference Form.

(h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Cover Letter and Questionnaire contained in Attachment L-4 to Section L to each of the contract references. The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below by the due date for receipt of proposals.

(1) DOE address and contact information.

United States Department of Energy
Environmental Management Consolidated Business Center
Attention: Travis Marshall, Contracting Officer
110 Boggs Lane, Suite 450
Springdale, OH 45246

Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. DE-SOL-0009142

E-mail: OREMTSS@emcbc.doe.gov
Phone: 513-246-0103

(2) Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition related to late proposals.

(i) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance and Experience Reference Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror. This may include, but not be limited to, commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Past Performance Information Retrieval System (PPIRS).

L.13. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST/PRICE PROPOSAL

(a) General. The Offeror shall prepare its cost/price proposal in accordance with the instructions contained in this provision. Cost/price information is not to be included in other proposal volumes, unless specifically requested in the solicitation. All pages in Volume III including forms, tables, and attachments, must be numbered and identified in a table of contents.

(b) Narrative support. The Offeror, each major/critical subcontractor, and other entities shall provide narrative support sufficient to explain the development of costs/prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness of the proposed costs/prices. The narrative shall describe the Offeror's standard estimating system, the estimating methodologies used, and any conditional assumptions. Conditional assumptions must be sufficiently explained to permit evaluation of the costs/prices proposed. Additionally, Offerors shall provide any relevant correspondence or reports available from its cognizant DCAA office, such as provisional indirect rate agreements, forward pricing rate agreements, prior year incurred cost audit reports, procedural type audits such as accounting system reviews, etc., in order to provide an aid in evaluation of the proposal.

(c) Contract Period of Performance. The contract ordering period is for five (5) years from the date of contract award. For pricing purposes, assume a July 1, 2017 start date for the contract for contract year (CY) 1. A CY is defined as a twelve-month period beginning each July 1st.

(d) Point of Contact**.** Offerors shall provide the name, address, telephone number, facsimile number, and email address of the person(s) authorized to provide any clarifying information regarding Volume III, Cost/Price Proposal.

(e) Cognizant federal agency. (1) FAR 42.703-1(a) requires that a single agency shall be responsible for establishing indirect rates. This single agency, referred to as the Cognizant Federal Agency (CFA), is normally the federal agency with which the Offeror, by fiscal year, has the largest unliquidated contract dollar amounts.

(1) The Offeror shall identify its CFA, if known, by providing the following information for the Offeror and proposed subcontractor(s):

(i) Cognizant federal agency.

(ii) Contracting Officer's name, address, telephone number and email address.

(2) If the Offeror does not know its CFA, the Offeror must provide this same information for each federal agency with which it has active contracts or subcontracts. The Offeror shall list the information starting with the oldest contract. This will help DOE to identify the Offeror's CFA.

(f) Volume III, Required Price Proposal Attachments. All attachments must be submitted via FedConnect in Microsoft Excel Version 2010 or higher in a non-secure format with accessibility to formulas and all cells. The Price Proposal, Volume III, consists of the Offeror's proposed price to perform the required work set forth in the Performance Work Statement (PWS). The Price Proposal shall be inclusive of the prime contractor, each major/critical subcontractor, and other entities. In addition to what is submitted through FedConnect, the Excel spreadsheets should be self-sustaining files with no linkage to files not provided in readable/writable format. Essentially, these Excel files must be "standalone." Additionally, Volume III shall also be submitted in Adobe portable document format (PDF) (must be in a searchable format, not scanned.

Attachment L-6 contains the Volume III cost proposal Exhibits which include the following:

Exhibit A - Total Contract Price
Exhibit B - Detail for Proposed Rate Calculations
Exhibit C - Limitations on Subcontracting
Exhibit D - Executive Compensation

The Offeror cannot adjust the formatting of the Attachment L-6 Cost/Price Proposal Worksheets; however, additional rows may be incorporated to reflect utilization of prime and major/critical subcontractor(s) for any given labor category(ies). If additional rows are incorporated to reflect utilization of major/critical subcontractor(s), the total of the estimated DPLH for all rows pertaining to a given labor category shall equal the estimated DPLH for that labor category originally identified in L-6. Any needed supplementary schedules are permissible.

Major/Critical Subcontractors and Other Performing Entities – The Offeror shall identify the proposed fully burdened labor rates for all major/critical subcontractors and other performing entities in the Attachment L-6 – Cost/Price Proposal Worksheets. Major subcontractor, critical subcontractor, and other entities are defined in the Section L.07(e) instructions. All entities as defined in this paragraph are required to provide fully supported cost proposal detail as required in Section L. This detail shall be fully reconcilable and consistent with the Offeror's proposal. It is acceptable for the entities as defined in this paragraph to submit sealed envelopes with proprietary data containing a separate set of cost worksheets, Attachment L-6, and other data as required in Section L by the proposal due date. Additionally, for all proposed, named subcontractors, the Offeror shall submit the information required by FAR 15.404-3.

For proposal preparation purposes, the Offeror shall complete the crosswalk in Attachment L-7, Labor Category Crosswalk, to reconcile the DOE labor categories with the labor categories proposed by the Offeror and its team members and/or subcontractors. Additionally the Offeror shall provide written confirmation that the proposed labor categories will meet or exceed the minimum experience and qualifications contained in Section J, Attachment J-6, Position Qualifications.

(g) Employee Relocation. The Offeror may propose relocation costs, if needed, for key personnel, up to $100,000.00 per individual. Any relocation costs must be in accordance with the Federal Travel Regulations contained in Chapter 302 “Relocation Allowances” (41 C.F.R. Chapter 302). Such costs shall be summarized where it is provided for in Attachment L-6 Tables A and B. Offerors must provide a separate schedule in the Cost/Price proposal which contains sufficient detail whereby the Government can determine whether such proposed costs are in accordance with the applicable regulations. Offerors shall not propose relocation costs for any other employee.

(h) Level of cost detail required.

(1) Direct productive labor hours. The Offeror shall utilize the DPLH set forth by DOE in the Attachment L-6 – Cost/Price Proposal Worksheets, by contract year and labor category, for proposal preparation purposes.

(2) Fully-Burdened Labor Rates. The Offeror shall provide a breakdown for each proposed fully-burdened labor rate to include the base labor rate, applicable indirect costs (fringe benefits, overhead, G&A, etc.) and profit. Additionally, the Offeror shall submit supporting documentation as necessary (e.g., forward pricing rate agreement; bidding rates; average labor categories; published estimating guides; rates paid on previous or current Government or commercial contracts, including Federal Supply Schedule contracts). The Offeror must provide copies of such documentation in support of its labor rates. The Offeror is required to disclose the escalation factors applied to current labor costs in order to estimate the proposed labor costs for future years. The Offeror must provide the supporting rationale and historical data for each escalation factor proposed.

(3) Indirect rates.

(i) The Offeror must show the proposed indirect rates by contract year for all applicable burden rates. The Offeror must identify the application base for each burden rate and provide documentation regarding the basis for the proposed rates/factors (e.g., forward pricing rate agreement, bidding rates approved by a Cognizant Federal Agency, DCAA audits, other Federal contracts). The Offeror shall submit any current Government-approved, written indirect rate agreement.

(ii) Summary of indirect expense pools and bases. If the Offeror or any proposed subcontractor includes the use of an indirect expense rate (overhead and/or G&A) that has not been audited or approved by its Cognizant Federal Agency, the Offeror or subcontractor must submit an indirect cost exhibit with the cost proposal. The indirect cost exhibit must disclose the major pool expenses by line item name and dollar amount, and explain the basis of estimate and allocation methodology for each indirect rate proposed, including the prior year’s actual expenses and budgetary forecasts covering each year of contract performance. This exhibit must be prepared for the Offeror's most recently completed fiscal

year, the current fiscal year, and the next two fiscal years; or, if fewer, the years covering the period of performance. A separate exhibit is required for each proposed indirect rate and cost center. In addition, the Offeror must state at the bottom of each exhibit the inclusive dates of the fiscal year.

(4) Materials, Travel, and Other Direct Costs. The Offeror shall utilize the following DOE provided amounts for materials, travel, and other direct costs.

DOE Provided Amounts for Materials, Travel and ODCs	
Year	**DOE Provided Amounts**
Year 1	$90,000
Year 2	$92,000
Year 3	$95,000
Year 4	$98,000
Year 5	$101,000
Total	$476,000

The DOE Provided Amounts provided above are inclusive of the associated indirect cost.

Note that, per clause F.02 *DOE-F-2002 Place of Performance – Services,* any facility costs incurred by the contractor will not be an allowable direct cost to the contract or any resulting task order.

(i) Major/Critical Subcontracts.

The Offeror must provide a listing of anticipated major/critical subcontractors, a copy of the proposed subcontract, and describe any affiliation with the Offeror. Cost information is required for subcontracts in the same format and level of detail as required of the Offeror.

(j) Employee Compensation. In accordance with FAR 52.222-46, *Evaluation of Compensation for Professional Employees*¸ all Offerors shall submit a compensation plan.

(k) Limitations on Subcontracting. Offerors must complete Section L – Exhibit C, Percentage of Subcontracting, in order to determine compliance with the Limitations of Subcontracting clause (FAR 52.219-14). This exhibit is a schedule showing the percent of prime and subcontract labor for the entire ordering period (five years). Labor includes direct labor costs and any overhead which has only direct labor as its base, plus the concern's general and administrative rate multiplied by the labor costs. In addition, Exhibit C also provides for a similar comparison of proposed DPLH, by prime versus subcontractor, in order to ensure compliance with limitations on subcontracting. Proposals that contain any teaming arrangement (48 CFR 9.601) must contain this exhibit, regardless of the level of involvement of the proposed team members (major/critical subcontractors, etc.). As part of the cost/price proposal, the Offeror shall also provide written

certification that it will comply with FAR 52.219-14 during the course of the contract. Failure to demonstrate compliance in Exhibit C or provide written certification of compliance with FAR 52.219-14 may make a proposal ineligible for award.

(l) Limitations on Allowability of Compensation. Offerors shall complete Section L - Exhibit D, Limitations on Allowability of Compensation, in order to determine compliance with FAR 31.205-6(p)(3), "All employee compensation limit for contracts awarded on or after June 24, 2014." FAR 31.205-6(p)(3) states: "This paragraph (p)(3) applies to all executive agency contracts awarded on or after June 24, 2014, and any subcontracts thereunder…Costs incurred on or after June 24, 2014, for the compensation of all employees in excess of the benchmark compensation amount determined applicable for the contractor fiscal year by the Administrator of the Office of Federal Procurement Policy are unallowable. See http://www.whitehouse.gov/omb/procurement/cecp. Per FAR 31.205-6(p)(4), "Compensation" is defined as "the total amount of wages, salary, bonuses, deferred compensation (see paragraph (k) of this subsection), and employer contributions to defined contribution pension plans (see paragraphs (j)(4) and (q) of this subsection), for the fiscal year, whether paid, earned, or otherwise accruing, as recorded in the contractor's cost accounting records for the fiscal year" and "Fiscal Year" is defined as "the fiscal year established by the contractor for accounting purposes."

(m) Financial Responsibility Information. To be eligible for award of a contract, the Government must determine the Offeror to be financially responsible as defined in FAR 9.104-1(a). A prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The determination of financial responsibility will be made by the Government. The burden is on the Offeror to provide sufficient documentation to allow the Government to determine responsibility. As a minimum, the Offeror should provide the following, if it exists:

(1) a current Statement of Financial Position (Balance Sheet) and Income Statement covering all quarters completed in the current year and projected data for the balance of the year.

(2) an audit opinion (rendered by an independent Certified Public Accountant firm) and the related audited financial statements and notes to the financial statements for the last two fiscal years.

(3) the information required above for any subcontractor representing 20 percent or more of the total proposed cost.

(4) a letter of credit containing the name of the lender and the financing terms if credit is to be obtained.

Upon determining and documenting that an apparent small business Offeror lacks certain elements of responsibility, the Contracting Officer shall refer the matter to the Small Business

Administration for a Certificate of Competency in accordance with FAR 19.6.

(n) Offeror's Proposed Accounting System Information

(i) A prerequisite for the award of the contract is that the Offeror must have an accounting system that is capable of accurately collecting, segregating, and recording costs by contract and by individual task order (ref: FAR 16.301-3(a)(3)), as well as capable of excluding unallowable costs and meeting all requirements set forth in FAR 52.216-7, Allowable Cost and Payment. A contract may only be awarded to an Offeror who is determined to have an adequate accounting system and determined responsible in accordance with FAR 9.104.

(ii) The Offeror shall provide a copy of the Government approval/determination that its proposed accounting system is adequate for the identification, accumulation and recording of costs under Government cost reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. If the accounting system was deemed inadequate, the Offeror shall provide the corrective actions that have been or will be taken to correct the cited issues, including the implementation time for each action. If no approval/determination has been issued within the last three years, so state.

(iii) The Offeror shall provide a copy of the most recent audit report on the proposed accounting system if the audit was performed within the last 5 years. If no accounting system audit has been performed within the last five years, so state.

(iv) The Offeror shall fully describe and explain any material changes made to the proposed accounting system since it was approved and/or audited.

(v) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, the Offeror shall state this and provide a completed Attachment L-8, Offeror's Accounting System Information.

(vi) The information required above shall be submitted for any major/critical subcontractor and, if a joint venture or newly formed entity, each member that will be performing work under the solicitation on a cost reimbursable basis.

L.14. 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.15. DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is anticipated that there will be *one (1)* contract award 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.16. 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.17. 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.18. DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)

Alternate bids/proposals are not solicited, are not desired, and will not be evaluated.

L.19. DOE-L-2024, NOTICE OF INTENT – USE OF NON-FEDERAL EVALUATORS AND ADVISORS (OCT 2015)

The Government may utilize non-federal evaluators and/or advisors or other non-Federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational

conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.

L.20. 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 via email to OREMTSS@emcbc.doe.gov not later than 14 calendar days prior to the proposal due date. 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.21. DOE-L-2026 SERVICE OF PROTEST (OCT 2015) / 52.233-2 SERVICE OF PROTEST (SEP 2006) (AS MODIFIED BY 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:

Attn: United States Department of Energy
Environmental Consolidated Business Center
Travis Marshall, Contracting Officer
110 Boggs Lane, Suite 450
Springdale, OH 45246

Email: Travis.Marshall@emcbc.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.22. 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 C.F.R. 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 C.F.R. § 33.104(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 C.F.R. Part 1004.)

L.23. 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 C.F.R. § 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.

L.24. CONTACTS REGARDING FUTURE EMPLOYMENT

Prior to contract award, except where prohibited by law, DOE has no objection to Offerors contacting incumbent employees regarding future employment; however, such contacts must take place outside the normal work hours of such employees and not on DOE property. Offerors are reminded that contact with federal, contractor, or subcontractor employees is not permitted for the purpose of seeking procurement-sensitive information relating to this solicitation.

ATTACHMENT L-1
KEY PERSONNEL STANDARD RESUME FORMAT

(RESUME SHALL NOT EXCEED FOUR (4) PAGES IN LENGTH)

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from date of contract award forward)

Name of Company with whom Key Person will be Employed:

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

Relevant Experience: (Starting with current position and working backwards: Identify Contract/Project title, name and address of employer, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership and technical expertise qualities. Identify specific examples of demonstrated leadership as opposed to just leadership positions held. Describe how work experience relates to the Oak Ridge Office of Environmental Management Technical Support Services project issues and capability to function effectively in the proposed position.)

Education: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).

Professional Affiliations, Registrations, Certifications and Licenses:

Professional Development: (Attach a list of all special/job related training. This is excluded from the page limitation specified in Section L.)

Three References:
[Name, title, company/organization, address, phone number and e-mail address (current and at least two (2) previous employers or positions.)]

ATTACHMENT L-2
LETTER OF COMMITMENT FORMAT

(LETTER OF COMMITMENT SHALL NOT EXCEED ONE (1) PAGE IN LENGTH)

The Offeror shall submit a signed Letter of Commitment from the proposed Key Personnel, which states that the information contained in the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position. Letters of Commitment shall also include a statement that the Key Personnel will work in the proposed position for a minimum of two years. The Letter of Commitment shall be as follows:

"I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position of _____ (insert name of proposed position) if _____ (insert name of Contractor) receives the award and will perform in the proposed position for a minimum of two (2) years following the contract award date."

Name (Print): _____

Signature: _____ **Date: _____**

ATTACHMENT L-3
PAST PERFORMANCE AND EXPERIENCE REFERENCE INFORMATION FORM

(COMPLETED FORM SHALL NOT EXCEED FOUR (4) PAGES IN LENGTH PER REFERENCE CONTRACT/PROJECT)

1. Name and DUNS # of Offeror Submitting Proposal:	
2. Name and DUNS # of Company for which L-3 Form is being submitted:	
3. Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):	
4. Name and DUNS # of Entity Reference Contract/Project Was Awarded To:	
5. Reference Contract/Project Number: Reference Contract/Project Available in PPIRS *(i.e. Yes/No)*:	
6. Reference Contract/Project Client Point of Contact:	Name: Project Title: Telephone: Email: Address:
7. Indicate if the Company (identified in #2) was a Prime Contractor, Teaming Partner, or Subcontractor for the Reference Contract/Project:	
8. Reference Contract/Project Period of Performance:	
9. Reference Contract/Project Start Date:	
10. Reference Contract/Project Completion/Termination Date:	
11. Reference Contract/Project Type of Contract (e.g., FP, CPFF, CPAF, etc.):	
12. Reference Contract/Project Total Value *(separately list fee if cost-type)*:	

13. Reference Contract/Project Value Performed To Date *(Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date*):	
14. Portion (%) of work Company (identified in #2) is proposed to perform on the OREM TSS Contract:	
15. Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project *(if different than #12 and #13, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.*):	
16. Scope Company (identified in #2) is proposed to perform on OREM TSS Contract. List applicable PWS elements:	
17. Scope Company (identified in #2) performed on reference contract/project:	
18. Complexity Company (identified in #2) is proposed to perform on OREM TSS Contract:	
19. Complexity of work Company (identified in #2) performed on referenced contract/project:	
20. Provide information on problems encountered on the contract/project identified above and corrective actions taken to resolve those problems:	
21. Identify previous contracts (for the company identified in #2) where penalties were paid as a result of replacement of key personnel and discuss the nature of the situation, including how much penalty was paid.	

Note: The Offeror may amend the format for Attachment L-3, Past Performance and Experience Reference Information Form, as long as the exact information, font and size, and page limitations are followed.

ATTACHMENT L-4
PAST PERFORMANCE COVER LETTER AND QUESTIONNAIRE

(For each referenced contract for which the work was not performed for DOE's Office of Environmental Management (EM) or for which no contractor performance data is available in PPIRS, the Contractor shall provide the Attachment L-4 Past Performance Cover Letter and Questionnaire to the client identified on the Attachment L-3.)

Past Performance Cover Letter for _____

Dear "Client":

We are currently responding to the Department of Energy (DOE) Request for Proposals No. DE-SOL-0009142 Oak Ridge Office of Environmental Management Technical Support Services contract.

The solicitation places emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten calendar days.

YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:
Email Address: OREMTSS@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

United States Department of Energy
Environmental Management Consolidated Business Center
Attention: Mr. Travis Marshall, Contracting Officer
110 Boggs Lane, Suite 450
Springdale, OH 45246

If mailing, please mark the envelope:

"PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104"
"TO BE OPENED ONLY BY THE CONTRACTING OFFICER"

PAST PERFORMANCE QUESTIONNAIRE

A. REFERENCED CONTRACT AND CLIENT INFORMATION

Name of Company Being Evaluated:

Contract Number and Title Being Evaluated:

Period of Performance Being Assessed:

Evaluator's Name:
Evaluator's Address:
Evaluator's Phone:
Evaluator's Organization:
Evaluator's role in the management of the contract:

B. RATING SCALE AND DEFINITIONS:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant problems identified.
Very Good	Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.

Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant problems identified. Note: The contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

C. ASSESSMENT AREAS:

1. Quality of Product or Service

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the contractor deliverables? What was the quality level of the contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

2. Schedule Compliance

Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within their control?

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs?

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

4. Business Relations

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? If given the choice, would you select this contractor again to perform your required services?

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

5. Management of Key Personnel/Staffing

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

For any rating(s) less than satisfactory, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

Additional Comments:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

ATTACHMENT L-5
LIST OF CONTRACTS TERMINATED FOR DEFAULT OR CONVENIENCE

Client Name	Contract Number	Client Point of Contact (POC)	POC Contact Info (address, phone, e-mail address)	Performance Period

Note: Information shall only be provided for contracts terminated within the preceding five years from the due date for proposals. Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience.

ATTACHMENT L-6
COST/PRICE PROPOSAL WORKSHEETS (ATTACHED)

ATTACHMENT L-7
LABOR CATEGORY CROSSWALK

#	RFP Labor Category	Offeror's Labor Category
1	Designer I	
2	Designer II	
3	Designer III	
4	Engineer I	
5	Engineer II	
6	Engineer III	
7	Environmental Specialist I	
8	Environmental Specialist II	
9	Environmental Specialist III	
10	Estimator I	
11	Estimator II	
12	Estimator III	
13	Group Leader	
14	Management Consultant	
15	Program Manager	
16	Program Systems Manager	
17	Project Controls Analyst I	
18	Project Controls Analyst II	
19	Project Controls Analyst III	
20	Project Manager	
21	Risk Analyst I	
22	Risk Analyst II	
23	Technical Writer/Editor	

ATTACHMENT L-8
OFFEROR'S ACCOUNTING SYSTEM INFORMATION

1. Is the proposed accounting system in accordance with generally accepted accounting principles applicable in the circumstances? Explain.

2. Does the proposed accounting system provide for:

   a. Proper segregation of direct costs from indirect costs? Explain.

   b. Identification and accumulation of direct costs by contract? Explain.

   c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Explain.

   d. Accumulation of costs under general ledger control? Explain.

   e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives? Explain.

   f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Explain.

   g. Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account? Explain

   h. Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions? Explain.

   i. 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 proposed contract? Explain.

   j. Segregation of preproduction costs from production costs? Explain.

3. Does the proposed Accounting System provide financial information:

   a. Required by contract clauses FAR 52.232-20, Limitation of Cost, and 52.232-22, Limitation of Funds? Explain.

   b. Required to support requests for progress payments? Explain.

4. Is the proposed accounting system designed, and are the records maintained in such

a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Explain.

5. Is the accounting system currently in full operation? If not, describe which portions are: (1) in operation; (2) set up, but not yet in operation; (3) anticipated; or (4) nonexistent.

SECTION M - EVALUATION FACTORS FOR AWARD

M.01. DOE-M-2001 PROPOSAL EVALUATION – GENERAL (OCT 2015), ALTERNATE II (OCT 2015), ALTERNATE III (OCT 2015)

(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 Performance Work Statement 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/price and technical standpoint. The Government, however, reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary and may limit the competitive range for purposes of efficiency.

(e) Organizational conflicts of interest. The Offeror is required by the provision at K.04, *Organizational Conflicts of Interest Disclosure*, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the instant contract. No award will be made to the apparent successful Offeror, if the Contracting Officer determines that a conflict of interest exists that cannot be avoided, neutralized, or mitigated.

(f) Facility clearance. The Offeror is required by the provision at DEAR 952.204-73, Facility Clearance, to submit information related to its foreign interests. Public Law 102-484 § 824 prohibits the award of a DOE contract under a national security program to an entity controlled by a foreign government, unless a waiver is granted by the Secretary of Energy.

M.02. DOE-M-2003 EVALUATION FACTOR – KEY PERSONNEL (OCT 2015)

(a) Proposed key personnel. Failure of the Offeror to propose the required key personnel positions will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

(b) Qualifications and suitability. DOE will evaluate the proposed key personnel qualifications and suitability for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. The qualifications and suitability of the key personnel will be evaluated on the following:

(1) Education. The key personnel will be evaluated on their education, training, certifications, and licenses.

(2) Experience. The key personnel will be evaluated on their relevant experience in performing work similar in scope, size, and complexity to that required for their positions.

(3) Demonstrated performance. The key personnel will be evaluated on their demonstrated record of past success and accomplishments, including leadership in performing work of similar size, scope and complexity.

(c) DOE may contact references of key personnel and previous employers to verify the accuracy of the information contained in the resume and to further assess the qualifications and suitability of proposed key personnel. DOE may also consider information received from other sources in its evaluation of key personnel.

(d) Failure of the Offeror to provide a letter of commitment for the key personnel may adversely affect the Government's evaluation of the proposal.

M.03. DOE-M-2007 EVALUATION FACTOR – RELEVANT EXPERIENCE (OCT 2015)

(a) Offeror. The Offeror will be evaluated on its recent and relevant experience performing work similar in scope, size, and complexity to that described in the Performance Work Statement to assess the Offeror's potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows: scope – type of work (all work included in Section C Performance Work Statement, to include support to federally-funded environmental cleanup projects in the following areas: project planning and baseline support, operation and maintenance of project planning and baseline management systems, senior management technical support, portfolio federal project director technical support, and independent government cost estimating support); size – dollar value and contract duration; and complexity – performance challenges (this work scope often requires deliverables with a very short lead time) and risk.

(b) Major/Critical subcontractor and other entity. In addition to evaluation of the Offeror's relevant experience, the Offeror's proposed major/critical subcontractors and any other entities (as defined in L.07(e)) that are proposed to perform work under the contract will be evaluated on the degree of their relevant experience, including currency, in performing work similar in scope, size, and complexity to that proposed to be performed by that individual entity.

(c) Newly formed entity. If the Offeror, major/critical subcontractors, or other performing entities are a newly formed entity with no relevant experience, the evaluation of relevant experience will be based on the experience of any parent organization(s) or member organizations in a joint venture, LLC, or other similar entity consistent with the methodology described in paragraphs (a) and (b) above. Relevant experience of predecessor companies resulting from mergers and acquisitions may also be considered.

(d) Verification of experience. The evaluation of experience may consider any information obtained by DOE from any sources including, but not limited to, third-party sources, customer references, clients, and business partners.

M.04. DOE-M-2004 EVALUATION FACTOR – STAFFING APPROACH, ORGANIZATION, AND TRANSITION (OCT 2015)

The Offeror will be evaluated on the degree to which its proposed staffing approach, organization, and transition will effectively contribute to the successful management and execution of the work as follows:

(a) Alignment of the organization in relation to the work to be performed and how the organizational structure will contribute to the successful accomplishment of the work.

(b) Clarity and effectiveness of roles, responsibilities, and lines of authority within the Offeror's organization and between the Offeror's organization and major/critical subcontractor's and other performing entities.

(c) Clarity and effectiveness of the Offeror's approach to communication and interface with internal organizations, major/critical subcontractors and other performing entities, and outside entities including DOE, other DOE contractors and subcontractors, regulatory agencies, state and local government, the public, and other entities.

(d) Ability to operate in a seamless manner, including, as applicable, utilization of corporate resources from parent or affiliate organizations and the benefit of such to the performance of the contract.

(e) Effective use of major/critical subcontractors and other entities including the rationale for their proposed performance of the work as opposed to performance by the Offeror's own employees, and how the work performed by major/critical subcontractors and other entities will be integrated and controlled within the overall work to be performed.

(f) Ability for the Offeror to ensure an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the contract.

(g) The degree to which the Offeror's proposed approach for transitioning the work from the incumbent contractor is comprehensive, feasible, effective, and will allow a smooth and orderly transition, and meets the requirements contained in Section C, paragraph C.01.2.1, *Transition*. The evaluation will consider whether the Offeror's approach demonstrates an understanding of the important activities and their associated schedule, issues, and risks to transition and whether its approach addresses key issues and proposes

an approach that can eliminate or mitigate risks to a successful transition.

(h) Extent that corporate organizations to which the Offeror has reporting relationships will provide effective oversight of the Offeror's performance of the contract work to help ensure successful performance of the contract.

M.05. DOE-M-2008 EVALUATION FACTOR – PAST PERFORMANCE (OCT 2015)

(a) Offeror. The Offeror will be evaluated on the currency, relevancy, and quality of its past performance, in performing work similar in scope, size, and complexity to that described in the Performance Work Statement to assess the Offeror's potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows: scope – type of work (all work included in Section C Performance Work Statement, to include support to federally-funded environmental cleanup projects in the following areas: project planning and baseline support, operation and maintenance of project planning and baseline management systems, senior management technical support, portfolio federal project director technical support, and independent government cost estimating support); size – dollar value and contract duration; and complexity – performance challenges (this work scope often requires deliverables with a very short lead time) and risk. DOE will evaluate past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the original solicitation issue date.

(b) Major/Critical subcontractor and other entity. In addition to evaluation of the Offeror's relevant past performance, the Offeror's proposed major/critical subcontractors and any other entities (as defined in L.07(e)) that are proposed to perform work under the contract will be evaluated on the quality of their recent respective past performance in performing work similar in scope, size, and complexity to that proposed to be performed by that individual entity.

(c) Newly formed entity. If the Offeror, subcontractors, or other performing entities are a newly formed entity with no record of relevant past performance, the evaluation of past performance may be based on the past performance of any parent organization(s) or member organizations in a joint venture, LLC, or other similar entity consistent with the evaluation described in paragraphs (a) and (b) above. Past performance of predecessor companies resulting from mergers and acquisitions may also be considered.

(d) No record of past performance. If the Offeror, major/critical subcontractors, or other performing entities do not have a record of relevant past performance or if information is not available, the Offeror will be evaluated neither favorably nor unfavorably.

(e) Degree of relevance. The Offeror will be evaluated on the record of past performance provided for the Offeror, to include major/critical subcontractors and other entities, related to work performed that is similar to the work that is proposed to be performed by that individual entity. The higher the degree of relevance of the work described to the PWS, the greater the

consideration that may be given. Additionally, more recent relevant past performance information may also be given greater consideration.

(f) Performance Information. Additionally, the Offeror will be evaluated on problems encountered in performance of the provided contracts of past performance information and the corrective actions taken by the Offeror to resolve those problems. In addition, the Offeror may be evaluated on any recognized accomplishments the Offeror has received on the identified contracts.

(g) Terminated contracts. The Offeror will be evaluated on any contracts of the Offeror, major/critical subcontractors, or other performing entities that were terminated, including the reasons therefore, over the preceding five years from the due date for proposals.

(h) Sources of past performance information. The Government will evaluate past performance information provided by the Offeror and other available information. The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation. The Government may also consider past performance information from sources other than those provided by the Offeror, such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Past Performance Information Retrieval System (PPIRS).

M.06. EVALUATION FACTOR - COST/PRICE

(1) The Offeror's cost/price proposal will not be point scored or adjectivally rated, but will be evaluated for completeness and price reasonableness. The Government also may use any or all of the price analysis techniques and procedures described in FAR 15.404-1(b) to determine price reasonableness. The evaluated price will be used in the best value analysis for purposes of selecting an Offeror for award of a contract.

(2) The evaluated price will be based upon and calculated using the arithmetic sum of the proposed total labor cost, key personnel relocation costs (if applicable), and the DOE provided amounts for Materials, Travel, and Other Direct Costs in the Offeror's L-6 Cost/Price Proposal Worksheet. The proposed total labor cost will be calculated by multiplying the proposed fully-burdened labor rates for each labor category by the respective estimated DPLH. In the event of a conflict between the proposed labor category price and the extended price specified by the Offeror, the labor rate will be used to determine the total proposed price for that labor category.

(3) Proposal information contained in Volume III-Cost/Price Proposal may be considered as part of the evaluation of Volume II-Technical Proposal in order for the DOE to verify major subcontractors, as it relates to evaluation Factor 2 - Relevant Experience, Factor 3 – Staffing Approach, Organization, and Transition, and Factor 4 - Past Performance. DOE will also evaluate the Offeror's demonstration of compliance with the Limitations

on Subcontracting, as well as the Offeror's documentation provided to ensure an adequate accounting system and adequate financial capability to complete the contract. Any proposal that does not meet the requirement in FAR 52.219-14 that at least 50% of the cost of contract performance incurred for personnel be expended for employees of the Offeror may be considered unacceptable and may not be considered for award.

M.07. DOE-M-2011 RELATIVE IMPORTANCE OF EVALUATION FACTORS (OCT 2015)

(a) The evaluation factors for the Technical and Management Proposal are as follows:

Factor 1: Key Personnel
Factor 2: Relevant Experience
Factor 3: Staffing Approach, Organization, and Transition
Factor 4: Past Performance

Factor 1, Key Personnel, and Factor 2, Relevant Experience, are considered equal in importance, and are each more important than Factor 3, Staffing Approach, Organization, and Transition. Factor 3, Staffing Approach, Organization, and Transition, is more important than Factor 4, Past Performance. Each evaluation factor applicable to this solicitation is identified and described in this and other provisions of this Section M.

(b) The evaluation factors for the Technical and Management Proposal, when combined, are significantly more important than the evaluated price.

M.08. DOE-M-2012 BASIS FOR AWARD (OCT 2015)

The Government intends to award one contract to the responsible Offeror whose proposal is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's proposal against the evaluation factors described above. The evaluation factors for the Technical and Management Proposal will be adjectivally rated. The Cost/Price evaluation factor will not be rated, however the evaluated price will be used in determining the "best value" to the Government. The Government is more concerned with obtaining a superior Technical and Management proposal than making an 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. Thus, to the extent that Offerors' Technical and Management Proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor in selection for award.

SECTION J, ATTACHMENT J-4
RESERVED

SECTION J, ATTACHMENT J-5
RESERVED

SECTION J, ATTACHMENT J-12
GOVERNMENT FURNISHED EXISTING COMPUTER SOFTWARE

In accordance with clause H.18, D*OE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES - ALTERNATE I (OCT 2014)*, the following computer software is being provided for use by the Contractor as described in Section C, DESCRIPTION/SPECIFICATIONS:

- Project Management Cost Processor (PMCP)
- Primavera Project Management (P6)
- Pertmaster
- Crystal Ball
- Risk Management Database
- Various Access and Excel Databases
- Invizion Analyzer
- Micro Computer Aided Cost Estimating System (MCACES) Second Generation (MII) software and related cost resource information