

## FILL IN CONTRACT CLAUSES

Certain solicitation clauses have been uploaded with the solicitation, as a separate Word document (Clauses.doc), which are to be completed by the Offeror, saved and submit as File 3.

**All areas marked as TBD in these clauses are to be filled in by the Offeror, this information shall then be utilized to complete these specific areas prior to contract award.**

### **B.1 SERVICES BEING ACQUIRED (BASE CONTRACT WITH OPTIONS)**

Items 1 through 3 are the Firm-Fixed-Prices for services at the SECON Levels 3, 4, and 5 at the three (3) National Energy Technology Laboratory locations in Albany, Oregon, Morgantown, West Virginia, and Pittsburgh, Pennsylvania. These levels are specified in Part III, Section J, Attachment A, Statement of Work (SOW), Part 6. Reports as prescribed in accordance with Part III, Section J, Attachment B, “Reporting Requirements Checklist” are not separately priced and are included in the Firm-Fixed-Price.

Item 4 is for services beyond the core requirements identified in the SOW, Part 6 on an as needed basis. These services may include, but are not limited to, emergency situations, SECON Levels 1 and 2, unforeseen training, locksmith services, special events, etc. These services shall only occur with prior written approval of the Contracting Officer’s Representative (COR). Item 4 services shall be billed at the Fixed-Rate set forth in the contract for only the hours incurred. The Not-To-Exceed amount for this category may be unilaterally adjusted by the Contracting Officer (CO) as may be required during the performance of the services.

#### **Base Period (February 1, 2013 through January 31, 2015)**

ITEM DESCRIPTION	UNITS	PRICE PER MONTH	TOTAL PRICE
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Morgantown, WV</b>	24 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Pittsburgh, PA</b>	24 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Albany, Oregon</b>	24 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer’s Representative (COR) written authorization.	300 Hours	<b>\$TBD</b>	<b>Not-To-Exceed \$TBD</b>
<b>TOTAL BASE PERIOD PRICE</b>			<b>\$TBD</b>

#### **Option Period 1 (February 1, 2015 through January 31, 2017)**

<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>PRICE PER MONTH</b>	<b>TOTAL PRICE</b>
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Morgantown, WV</b>	24 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Pittsburgh, PA</b>	24 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Albany, Oregon</b>	24 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer’s Representative (COR) written authorization.	300 Hours	<b>\$TBD</b>	<b>Not-To-Exceed \$TBD</b>
<b>TOTAL OPTION PERIOD 1 PRICE</b>			<b>\$TBD</b>

**Option Period 2 (February 1, 2017 through January 31, 2018)**

<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>PRICE PER MONTH</b>	<b>TOTAL PRICE</b>
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Morgantown, WV</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Pittsburgh, PA</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Albany, Oregon</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer’s Representative (COR) written authorization.	150 Hours	<b>\$TBD</b>	<b>Not-To-Exceed \$TBD</b>
<b>TOTAL OPTION PERIOD 2 PRICE</b>			<b>\$TBD</b>

**H.13 KEY PERSONNEL/PROGRAM MANAGER**

The key personnel, which include the Program Manager and Site Commanders, specified below, are considered to be essential to the work being performed under this award. Any changes to these personnel require prior DOE Contracting Officer's written approval.

The Program Manager shall serve as the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative may issue within the terms and conditions of the contract.

The following is a list of key personnel that have been approved for this contract:

<u>Name</u>	<u>Title</u>
TBD	Program Manager
TBD	Site Commander, Albany
TBD	Site Commander, Morgantown
TBD	Site Commander, Pittsburgh
TBD	TBD

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer.

Retention of key personnel is important to the overall efficiency and continuity of execution of the contract. The Contractor shall not divert away from the contract more than two (2) of the identified group of key personnel, as described above, during the same performance period (every six months). Exceptions will be made for documented performance issues with key personnel.

**H.14 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS AND/OR CONSULTANTS**

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract, including consultants, for which advance notification is required under FAR 52.244-2, "Subcontracts".

Any request for subcontract/consultant approval shall include the elements prescribed by FAR 52.244-2, including subcontractor/consultant Representations and Certifications. For consultants the Contractor will obtain and furnish information supporting the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultants to others for performing consulting services of a similar nature.

Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts and/or consultants shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

The Contractor is hereby given consent to the placement of the following subcontracts, which were evaluated during negotiations:

**TBD**

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. All subcontracts and/or consultants must contain all applicable flow-down clauses contained in Part II, Section I.

**K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)**

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.
- (2) The small business size standard is \$18.5M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification 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 ORCA 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 the clause at 52.204-7, Central Contractor Registration.
- (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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (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) 52.214-14, 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.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 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.
- (x) 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.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 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.
- (xiii) 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.

(xiv) 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.

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

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

(xvii) 52.225-4, Buy American Act--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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

- \_\_\_ (A) Basic.
- \_\_\_ (B) Alternate I.
  
- \_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  
- \_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
  
- \_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
  
- \_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  
- \_\_\_ (vi) 52.227-6, Royalty Information.
  - \_\_\_ (A) Basic.
  - \_\_\_ (B) Alternate I.
  
- \_\_\_ (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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov> . After reviewing the ORCA 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.

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

**K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(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 (FAPIS) 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 Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

**K.3 CERTIFICATION REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW OR AN UNPAID FEDERAL TAX LIABILITY (APRIL 2012)**

(a) In accordance with sections 504 and 505, Division B, Title V of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74) (the Act), none of the funds made available by the Act may be used to enter into a contract with any corporation that –

(1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government;

(2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror certifies that –

(1) It is  is not  a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months;

(2) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.