FILL IN OF CONTRACT CLAUSES

Certain solicitation clauses have been uploaded with the solicitation which is to be completed by the Offeror, saved and submitted as File 3. These clauses are contained in this document.

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

B.1 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) for the (TERM) specified in Section F, Period of Performance, and fulfill the other requirements of the contract including contract reporting set forth in Section J, Reporting Requirements.

The level of effort specified for the base period and option periods is the present level of effort estimated for the performance of work set forth in the PWS. However, changes in programmatic requirements may cause a substantial increase or decrease in the number of Direct Productive Labor Hours (DPLH) identified for the Contract Line Item Numbers (CLINs) listed below. This contract is to be available for the Government to obtain services for the contract period (TERM), even if the level of effort and/or the estimated cost as originally specified is insufficient. This estimated level of effort, as may be approved by the Contracting Officer in accordance with this contract, is inclusive of all effort for the prime, subcontractor(s), consultant(s), or other such entities that provide labor under this contract. The estimated DPLH is identified below for each CLIN. The Total Estimated Cost identified is inclusive of all items (e.g. labor, supplies, materials, subcontracts, indirect rates, and other direct costs (ODCs), etc.).

All work under this contract shall be performed under the general guidance and technical direction of the DOE Contracting Officer’s Representative (COR) (and lower-tiered CORs) whose responsibilities are set for in Section H, Technical Direction clause. Such guidance and technical direction shall not, however, effect any change in the contract schedule, PWS, contract reporting requirements, or other terms and conditions of this contract. Such changes shall only be made by the expressed written direction of the Contracting Officer.

Nothing in this clause shall be construed to constitute authorization for work not in accordance with the “Limitation of Cost”, “Limitation of Funds”, “Completion Dates”, or “Term of Contract” clauses of the contract.

Base Period (Effective date of award through 36 months)

CLIN 1 SA Support Services (Cost-Plus-Award-Fee) (Award Fee are identified in Clause B.6)

Estimated Cost (based on level of effort) $(TBD)

Estimated DPLH (TBD)

Option Period (37th month through 60th month)

CLIN 1 SA Support Services (Cost-Plus-Award-Fee) (Award Fee are identified in Clause B.6)

Estimated Cost (based on level of effort) $(TBD)

Estimated DPLH (TBD)

Award date through Effective date of award\*

CLIN 2 Transition (No Fee)

Estimated Cost (based on level of effort) $(TBD)

Estimated DPLH (TBD)

\*Transition is awarded as a separate CLIN. Transition period will begin after award notification and be completed upon full assumption of contract performance. The full assumption of contract performance will be the effective date of award and will begin the base period of performance.

## H.12 KEY PERSONNEL/PROGRAM MANAGER

1. Introduction

The key personnel, which include the Program Manager, specified below, are considered to be essential to the success of all work being performed under this award. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, “DEAR 952.215-70 Key Personnel.” Any changes to these personnel require prior DOE Contracting Officer’s written approval.

1. Key Personnel Team Requirements

The Contracting Officer and designated Contracting Officer’s Representative(s) shall have direct access to the Key Personnel. In addition to the definition contained in the Section I Clause entitled, “DEAR 952.215-70, Key Personnel,” Key Person(s) are considered managerial personnel.

In addition, the Program Manager is the most senior resident manager. This individual is responsible for the planning, implementation, management, performance, and supervision of the contract. 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.

1. Definitions

For the purposes of this clause, Changes to Key Personnel is defined as: (i) any changes to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the Contract.

1. Contract Award Fee Reductions for Changes to Key Personnel
2. Notwithstanding approval by the Contracting Officer, anytime the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason after being placed in the position, the total Available Award Fee Pool (sum of all cost plus award fee tasks issued), may be permanently reduced, for the fee period in which the change occurs, by $500,000 for each and every occurrence of a change to the Program Manager.
3. Notwithstanding approval by the Contracting Officer, anytime a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason after being placed in the position, the total Available Award Fee Pool (sum of all cost plus award fee tasks issued), may be permanently reduced, for the fee period in which the change occurs, by $100,000 for each and every occurrence of a change to the Key Person.
4. The Contractor may request, in writing, that the Contracting Officer consider waiving all or part of a reduction in the available award fee pool. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in the available award fee pool.
5. Key Personnel for this Contract

The Key Personnel that have been approved for this contract are identified below. Any changes to these personnel require prior DOE Contracting Officer’s written approval.

Name Position/Title

[TBD] Program Manager

[TBD] Business Manager

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.

## H.15 LIMITATION OF INDIRECT COST

Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any site specific on-site, off-site, and G&A indirect costs in excess of the indirect expense dollars derived for each of the Contractor’s fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. The indirect cost ceiling rates are based on a [TBD - *percentage of overall rate or percentage of growth for individual or groups of cost elements*] basis. All indirect costs in excess of said limit(s) shall be borne by the Contractor.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Percentage of Overall Rate  Entity[TBD] | | Indirect Cost Ceiling Rate(s) per Contractor’s Fiscal Year (1) | | | | | |
| Indirect Cost | Base of Application | | FY[TBD] | FY[TBD] | FY[TBD] | FY[TBD] | FY[TBD] |
| NETL Site Specific On-Site Overhead | $[TBD] | | [TBD]% | [TBD]% | [TBD]% | [TBD]% | [TBD]% |
| Off-Site Overhead (Contractor’s site) | $[TBD] | | [TBD]% | [TBD]% | [TBD]% | [TBD]% | [TBD]% |
| G&A | $[TBD] | | [TBD]% | [TBD]% | [TBD]% | [TBD]% | [TBD]% |

*(1) For Contractor’s FY beginning [TBD] and ending [TBD].*

Or

B) Percentage of Growth for Individual or Group of Cost Elements

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | Entity[TBD] | Indirect Cost Ceiling Rate(s) per Contractor’s Fiscal Year (1) | | | | |
| Indirect Cost | Cost Element | | FY[TBD ] | FY[TBD] | FY[TBD] | FY[TBD] | FY[TBD] | |
| NETL Site Specific On-Site Overhead | [TBD] | | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | |
| Off-Site Overhead (Contractor’s site) | [TBD] | | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | |
| G&A | [TBD] | | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | |

*(1) For Contractor’s FY beginning [TBD] and ending [TBD].*

The indirect cost limitations set forth above include provisions for all known increases that will take place during the term of this contract resulting from statute, court decisions and/or written ruling or regulation by the Internal Revenue Service (IRS) or any other taxing authority. However, in the event that during the term of this contract, any other statute, court decision and/or written ruling or regulation affects the Contractor’s indirect costs, the indirect cost limitations will be adjusted to the extent the Contracting Officer determines the increase or decrease, if any, said statute, court decision and/or ruling or regulation impacts the Contractor’s indirect costs.

This clause shall be flowed down to all subcontracts issued under a cost reimbursement basis. The indirect rate ceilings contained in this clause shall be negotiated prior to the placement of any cost-reimbursement subcontracts not previously authorized in Part I, Section, H, “Prior Approval Requirements for Placement of Subcontracts and/or Consultants.” The prime contractor is responsible for negotiating the indirect rate ceilings and ensuring a copy is contained in the subcontract approval package submitted to the Government. However, if the subcontractor is concerned with the prime contractor having access to company proprietary information, with permission from the prime contractor, the required information can be submitted directly to the Government for negotiation. In this instance, the prime contractor will forward an e-mail to the Contract Specialist stating their intention/agreement for the Government to negotiate the indirect rate ceilings. Upon completion, the Government will maintain the agreed upon rate ceilings and provide the prime contractor with a written notification that negotiations with the subcontractor have been completed.

## H.17 INCORPORATION OF CONTRACTOR’S VALUE ADDED APPROACHES OR METHODOLOGIES AND CONTRACTOR’S RESOURCES AND COMITTMENTS

* + 1. As part of its proposal, the Contractor offered certain approaches or methodologies that are of significant benefit to NETL. The following list of approaches or methodologies have been proposed by the Contractor and accepted by the Government:

(TBD)

* + 1. As part of its proposal, the Contractor offered certain resources and commitments at no cost to the Government to support mission specific activities of significant benefit to NETL. The following list of resources and commitments have been proposed by the Contractor and accepted by the Government:

[TBD]

* + - 1. The Contractor shall provide to the Contracting Officer an annual report of accomplishments against the commitments specified above at the end of each Government fiscal year. The Contractor agrees that such reports may be made available to the public. The Contractor shall make available to DOE data that will validate the accomplishments of these commitments. A final report documenting and certifying the total commitments provided by the Contractor to NETL shall be submitted to NETL thirty (30) days prior to the end of the contract period. The annual reports and final report shall constitute deliverables under this contract.
      2. The costs associated with the Contractor’s efforts in achieving its commitment under this clause are not allowable as direct or indirect charges against this contract or any other government contract or agreement.
    1. In the event it is determined by NETL, that the Contractor failed to achieve its commitment on an annual basis, NETL shall notify the Contractor in writing and the Fee Determination Official may elect to reduce the fee for the final fee period of that particular year. If the Government must acquire a contractor committed resource at its own expense, the Contractor shall also be liable to the Government for the cost of the resource plus the Government’s cost of acquiring the resource.

## H.18 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.

I.89 952.226-72 ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)

(a) Definition. Energy Policy Act target groups, as used in this provision means-

(1) An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent-

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) Institutions of higher learning determined to be Historically Black Colleges and Universities by the Secretary of education pursuant to 34 CFR 608.2; and

(3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Goals. The Contractor, in performance of this contract, agrees to provide its best efforts to award subcontracts to the following classes of entities-

(1) Small business concerns controlled by socially and economically disadvantaged individuals or by women: [] percent;

(2) Historically Black colleges and universities: [] percent; and

(3) Colleges or universities having a student body in which more than 20 percent of the students are Hispanic Americans or Native Americans: [] percent. \* \* \* These goals are stated in a percentage reflecting the relationship of estimated award value of subcontracts to the value of this contract and appear elsewhere in this contract.

(c) Reporting requirements. (1) The Contractor agrees to report, on an annual Federal Government fiscal year basis, its progress against the goals by providing the actual annual dollar value of subcontract payments for the preceding 12-month period, and the relationship of those payments to the incurred contract costs for the same period. Reports submitted pursuant to this clause must be received by the Contracting Officer (or designee) not later than 45 days after the end of the reporting period.

(2) If the contract includes reporting requirements under FAR 52.219-9, Small Business Subcontracting Plan, the Contractor's progress against the goals stated in paragraph (b) of this clause shall be included as an addendum to Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, as applicable, for the period that corresponds to the end of the Federal Government fiscal year.

(End of clause)

I.96 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages [ ], 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 [ ], upon which this contract is based.

(End of clause)

## J.10 ATTACHMENT D – POSITION QUALIFICATIONS

|  |  |  |  |
| --- | --- | --- | --- |
| **Labor Category** | **Historical FTE Allocation** | **Minimum Qualification(s)** | **Position Description** |
| **Business Manager** | 1 | TBD | TBD |
| **Business/Management Analyst** | 15 | Level 1: TBD  Level 2: TBD  Level 3: TBD  Level 4: TBD  Level 5: TBD | TBD |
| **Economist/Financial Analyst** | 2 | Level 1: TBD  Level 2: TBD  Level 3: TBD  Level 4: TBD | TBD |
| **Engineer/Scientist** | Engineer/Scientist 1: 8  Engineer/Scientist 2: 2  Engineer/Scientist 3: 6  Engineer/Scientist 4: 11  Engineer/Scientist 5: 15  Engineer/Scientist 6: 18  Engineer/Scientist 7: 4  Engineer/Scientist 8: 19 | Level 1: TBD  Level 2: TBD  Level 3: TBD  Level 4: TBD  Level 5: TBD  Level 6: TBD  Level 7: TBD  Level 8: TBD | TBD |
| **Program Manager** | 1 | TBD | TBD |
| **Project Manager** | 2 | TBD | TBD |
| **Technical Communications Specialist** | 2 | Level 1: TBD  Level 2: TBD  Level 3: TBD | TBD |

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAR 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is $41.5M.

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

\_\_\_ (i) Paragraph (d) applies.

\_\_\_ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

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

(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.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

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

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

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

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

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

(xv) 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.

(xvi) 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.

(xvii) 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.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

(xxi) 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 $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xxiv) 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.

(xxv) 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:

[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).

[X] (vii) 52.227-6, Royalty Information.

[X] (A) Basic.

[ ] (B) Alternate I.

[X] (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through *https://www.sam.gov*. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(End of provision)