# **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 and/or highlighted 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 SERVICES BEING ACQUIRED –SITE OPERATIONS SUPPORT SERVICES**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the items of work as specified in the Performance Work Statement (PWS) set forth in Part III, Section J, Attachment A-2, and fulfill the other requirements of the contract including contract reporting set forth in Part III, Section J. This contract is a hybrid blend of Firm-Fixed-Price (FFP) and Cost-Plus-Fixed-Fee (CPFF) Contract Line Item Numbers (CLINs).

Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences. The DPLH indicated below are provided for estimating purposes. Changes in programmatic requirements may cause a substantial increase or decrease in the number of DPLH of Cost type CLINs. The Contractor shall be required to provide all DPLH which may be needed to complete the CLIN requirements during the term of the contract. However, the Contractor shall not proceed beyond the estimated DPLH unless authorized to do so in a modification issued by the Contracting Officer.

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

**Base Period (Effective date of award through 24 months)**

CLIN 1 R&D Support Services

(Firm-Fixed Price) (TBD)

CLIN 2 R&D Equipment/Materials

(Cost-Plus-Fixed-Fee)

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

 Fixed-Fee  (TBD)

 Total Estimated Cost plus Fixed-Fee (Not to exceed $2,000,000)

CLIN 3 Engineering and Facilities Support Services (TBD)

ACTIVITY 1 General Engineering Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 2 Site Operations Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 3 Motor Pool and Shuttle Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 4 Janitorial and Grounds Maintenance Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 5 Warehouse Management Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 6 Property Management Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 7 Snow Removal and Road Maintenance Support Services

(Firm-Fixed Price) (TBD)

CLIN 4 ES&H Support Services (TBD)

ACTIVITY 1 Environmental Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 2 Occupational Health Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 3 Safety Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 4 Emergency Risk Management and Response Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 5 Albany Groundwater Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 6 Industrial Hygiene Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 7 Chemical Storage and Regulated Waste Program Support Services

(Firm-Fixed Price) (TBD)

CLIN 5 Environmental Remediation/Disposal Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

ACTIVITY 1 Off-Site Remediation Program Support Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee **(TBD)**

 Total Estimated Cost plus Fixed-Fee (TBD)

ACTIVITY 2 Chemical Storage and Regulated Waste Disposal Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

CLIN 6 IDIQ Services (Not to exceed $200,000)

(Firm-Fixed Price/Cost plus Fixed-Fee)

CLIN 7 Transition (TBD)

(Firm-Fixed Price)

**Option Period 1 (25th month through 36th month)**

CLIN 1 R&D Support Services

(Firm-Fixed Price) (TBD)

CLIN 2 R&D Equipment/Materials

(Cost-Plus-Fixed-Fee)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (Not to exceed $1,000,000)

CLIN 3 Engineering and Facilities Support Services (TBD)

ACTIVITY 1 General Engineering Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 2 Site Operations Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 3 Motor Pool and Shuttle Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 4 Janitorial and Grounds Maintenance Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 5 Warehouse Management Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 6 Property Management Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 7 Snow Removal and Road Maintenance Support Services

(Firm-Fixed Price) (TBD)

CLIN 4 ES&H Support Services (TBD)

ACTIVITY 1 Environmental Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 2 Occupational Health Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 3 Safety Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 4 Emergency Risk Management and Response Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 5 Albany Groundwater Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 6 Industrial Hygiene Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 7 Chemical Storage and Regulated Waste Program Support Services

(Firm-Fixed Price) (TBD)

CLIN 5 Environmental Remediation/Disposal Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

ACTIVITY 1 Off-Site Remediation Program Support Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

ACTIVITY 2 Chemical Storage and Regulated Waste Disposal Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

CLIN 6 IDIQ Services (Not to exceed $100,000)

(Firm-Fixed Price/Cost plus Fixed-Fee)

**Option Period 2 (37th month through 48th month)**

CLIN 1 R&D Support Services

(Firm-Fixed Price) (TBD)

CLIN 2 R&D Equipment/Materials

(Cost-Plus-Fixed-Fee)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (Not to exceed $1,000,000)

CLIN 3 Engineering and Facilities Support Services (TBD)

ACTIVITY 1 General Engineering Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 2 Site Operations Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 3 Motor Pool and Shuttle Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 4 Janitorial and Grounds Maintenance Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 5 Warehouse Management Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 6 Property Management Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 7 Snow Removal and Road Maintenance Support Services

(Firm-Fixed Price) (TBD)

CLIN 4 ES&H Support Services (TBD)

ACTIVITY 1 Environmental Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 2 Occupational Health Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 3 Safety Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 4 Emergency Risk Management and Response Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 5 Albany Groundwater Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 6 Industrial Hygiene Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 7 Chemical Storage and Regulated Waste Program Support Services

(Firm-Fixed Price) (TBD)

CLIN 5 Environmental Remediation/Disposal Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

ACTIVITY 1 Off-Site Remediation Program Support Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

ACTIVITY 2 Chemical Storage and Regulated Waste Disposal Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

CLIN 6 IDIQ Services (Not to exceed $100,000)

(Firm-Fixed Price/Cost plus Fixed-Fee)

**Option Period 3 (49th month through 60th month)**

CLIN 1 R&D Support Services

(Firm-Fixed Price) (TBD)

CLIN 2 R&D Equipment/Materials

(Cost-Plus-Fixed-Fee)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (Not to exceed $1,000,000)

CLIN 3 Engineering and Facilities Support Services (TBD)

ACTIVITY 1 General Engineering Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 2 Site Operations Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 3 Motor Pool and Shuttle Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 4 Janitorial and Grounds Maintenance Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 5 Warehouse Management Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 6 Property Management Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 7 Snow Removal and Road Maintenance Support Services

(Firm-Fixed Price) (TBD)

CLIN 4 ES&H Support Services (TBD)

ACTIVITY 1 Environmental Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 2 Occupational Health Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 3 Safety Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 4 Emergency Risk Management and Response Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 5 Albany Groundwater Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 6 Industrial Hygiene Program Support Services

(Firm-Fixed Price) (TBD)

ACTIVITY 7 Chemical Storage and Regulated Waste Program Support Services

(Firm-Fixed Price) (TBD)

CLIN 5 Environmental Remediation/Disposal Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

ACTIVITY 1 Off-Site Remediation Program Support Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

ACTIVITY 2 Chemical Storage and Regulated Waste Disposal Services

(Cost-Plus-Fixed-Fee)

 Estimated DPLH (TBD)

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

 Fixed-Fee (TBD)

 Total Estimated Cost plus Fixed-Fee (TBD)

CLIN 6 IDIQ Services (Not to exceed $100,000)

(Firm-Fixed Price/Cost plus Fixed-Fee)

## **H.22 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.**

**H.11 DOE-H-2070 KEY PERSONNEL (OCT 2014)**

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

Name Position/Title

[TBD] Program/Contract Manager

[TBD] Business Manager

[TBD] R&D Manager

[TBD] ESH&Q Manager

[TBD] Facilities/Technical Manager

(b) 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. 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.

(c) 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.

(d) 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.

(e) Contract Reductions for Changes to Key Personnel

1. 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 firm fixed price may be permanently reduced for the period in which the change occurs, by $250,000 for each and every occurrence of a change to the Program Manager.
2. 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 firm fixed price may be permanently reduced for the period in which the change occurs, by $75,000 for each and every occurrence of a change to the Key Person.
3. The Contractor may request, in writing, that the Contracting Officer consider waiving all or part of a reduction. 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.

 (End of Clause)

**H.49 LIMITATION OF INDIRECT COST (COST-REIMBURSABLE CLIN’S ONLY)**

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.

(End of clause)

**H.53 INCORPORATION OF CONTRACTOR’S VALUE ADDED APPROACHES OR METHODOLOGIES AND CONTRACTOR’S RESOURCES AND COMITTMENTS**

(a) 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**)

(b) 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.

(c) 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.

(c) 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.

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

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

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

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

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

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

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

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

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

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

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

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 561210 assigned to contract number [TBD]. (*Contractor to sign and date and insert authorized signer's name and title)*.

(End of clause)

I.78 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)

Except for data contained on pages [TBD], 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 – Facilities***clause contained in this contract) in and to the technical data contained in the proposal dated [TBD], upon which this contract is based.

(End of clause)

**K.1 52.204-8 Annual Representations and Certifications (Oct 2018)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 561210*.*

(2) The small business size standard is $38.5M.

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

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

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

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(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.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(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 $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

\_\_\_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

\_\_\_ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

\_\_\_ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

|  |  |  |  |
| --- | --- | --- | --- |
| FAR Clause | 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.

(End of Provision)

##

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(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).

(End of provision)

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## **K.4 CERTIFICATION REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW OR AN UNPAID FEDERAL TAX LIABILITY (APRIL 2012) - DOE DEVIATION TO 52.209-5 CERTFICIATIONS REGARDING RESPONSBILITY MATTERS (APR 2010)**

1. 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 –
2. 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;
3. 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.
4. The Offeror certifies that –
5. 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;
6. 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.

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