**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)**

The Contractor shall perform all transition activities to begin performance of this contract, consistent with this contract. Transition activities are defined as any effort that is necessary to transition the work from the incumbent Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; and (3) allows the Contractor to perform the work in an efficient, effective, and safe manner. Specific transition activities will be identified; however, anticipated transition activities include, but are not limited to, relocating, recruiting, orienting, and training Key Personnel and other than Key Personnel, inventorying and assuming responsibility of Government-Furnished Property (GFP), etc.

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 (NETL) locations in Albany, Oregon; Morgantown, West Virginia; and Pittsburgh, Pennsylvania. These levels are specified in Part III, Section J, Attachment A, Performance Work Statement (PWS). 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 PWS, Part 3 on an as needed basis. These services may include, but are not limited to, emergency situations, SECON Levels 1 and 2, unforeseen training, 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 with prior authorization. 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.

**Transition Period (Date of Award through January 31, 2015)**

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM DESCRIPTION** | **UNITS** | **Price** | **TOTAL PRICE** |
| Transition Period | 1 | **$TBD** | **$TBD** |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **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 **Morgantown, WV** | 24 Months | **$TBD** | **$TBD** |
| Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in **Pittsburgh, PA** | 24 Months | **$TBD** | **$TBD** |
| Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in **Albany, Oregon** | 24 Months | **$TBD** | **$TBD** |
| 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 | **Fixed-Rate**  **$TBD** | **Not-To-Exceed**  **$TBD** |
| **Total Base Period Price** | | | **$TBD** |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **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 **Morgantown, WV** | 12 Months | **$TBD** | **$TBD** |
| Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in **Pittsburgh, PA** | 12 Months | **$TBD** | **$TBD** |
| Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in **Albany, Oregon** | 12 Months | **$TBD** | **$TBD** |
| 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 | **Fixed-Rate**  **$TBD** | **Not-To-Exceed**  **$TBD** |
| **Total Option Period 1 Price** | | | **$TBD** |

**Option Period 2 (February 1, 2018 through January 31, 2019)**

|  |  |  |  |
| --- | --- | --- | --- |
| **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 **Morgantown, WV** | 12 Months | **$TBD** | **$TBD** |
| Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in **Pittsburgh, PA** | 12 Months | **$TBD** | **$TBD** |
| Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in **Albany, Oregon** | 12 Months | **$TBD** | **$TBD** |
| 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 | **Fixed-Rate**  **$TBD** | **Not-To-Exceed**  **$TBD** |
| **Total Option Period 2 Price** | | | **$TBD** |

**Option Period 3 (February 1, 2019 through January 31, 2020)**

|  |  |  |  |
| --- | --- | --- | --- |
| **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 **Morgantown, WV** | 12 Months | **$TBD** | **$TBD** |
| Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in **Pittsburgh, PA** | 12 Months | **$TBD** | **$TBD** |
| Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in **Albany, Oregon** | 12 Months | **$TBD** | **$TBD** |
| 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 | **Fixed-Rate**  **$TBD** | **Not-To-Exceed**  **$TBD** |
| **Total Option Period 3 Price** | | | **$TBD** |

**H.14 KEY PERSONNEL/PROGRAM MANAGER & SITE COMMANDERS**

(a) Introduction.

The key personnel, which include the Program Manager and Site Commanders, specified below, are considered to be critical to the success of all work being performed under this award and shall be full-time. 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.

(b) Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. 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.

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.

In addition, a Site Commander is the most senior officer and is required for each of the three locations (i.e. Albany, OR; Pittsburgh, PA; & Morgantown, WV).

(c) Definitions.

For the purposes of this Clause, Changes to Key Personnel is defined as: (i) any change 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.

(d) 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] Site Commander, Albany

[TBD] Site Commander, Morgantown

[TBD] Site Commander, Pittsburgh

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.

**K.1 52.204-8 Annual Representations and Certifications (MAY 2014)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is $19 M.

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

(b)

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

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[TBD] (i) Paragraph (d) applies.

[TBD] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

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

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

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

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

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. 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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 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 $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 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 Certain Activities or Transactions 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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

\_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards 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 SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

|  |  |  |  |
| --- | --- | --- | --- |
| FAR Clause | Title | Date | Change |
| TBD | TBD | TBD | TBD |
|  |  |  |  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**K.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 [TBD] has [TBD] 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*](https://www.acquisition.gov)(see 52.204-7).

# **ATTACHMENT D - POSITION QUALIFICATIONS**

**POSITION QUALIFICATIONS**

|  |  |
| --- | --- |
|  | **DESCRIPTION** |
|  |  |
| Program Manager | TBD |
|  |  |
| Site Commander | TBD |
|  |  |
| Security Officers | TBD |
|  |  |