

<b>Section B - Supplies or Services/Prices</b> .....	6
<b>B.1 SERVICES BEING ACQUIRED (BASE CONTRACT WITH OPTIONS)</b> .....	6
<b>B.2 FIXED PRICED OF CONTRACT</b> .....	8
<b>B.3 LIMITATION OF GOVERNMENT’S OBLIGATION</b> .....	8
<b>B.4 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)</b> .....	9
<b>Section C - Description/Specifications</b> .....	10
<b>C.1 DOE-C-2002 PERFORMANCE WORK STATEMENT (OCT 2014)</b> .....	10
<b>C.2 DOE-C-2003 REPORTS (OCT 2014)</b> .....	10
<b>Section D - Packaging and Marking</b> .....	11
<b>D. 1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)</b> .....	11
<b>SECTION E - INSPECTION AND ACCEPTANCE</b> .....	12
<b>E.1 DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)</b> .....	12
<b>Section F - Deliveries or Performance</b> .....	13
<b>F.1 DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014)</b> .....	13
<b>F.2 PERIOD OF PERFORMANCE (BASE CONTRACT WITH OPTION(S))</b> .....	13
<b>Section G - Contract Administration Data</b> .....	14
<b>G.1 CORRESPONDENCE PROCEDURES</b> .....	14
<b>G.2 SUBMISSION OF VOUCHERS/INVOICES</b> .....	14
<b>G.3 NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR</b> .....	15
<b>G.4 OBSERVANCE OF LEGAL HOLIDAYS</b> .....	15
<b>G.5 CONTRACTOR’S PROGRAM MANAGER</b> .....	16
<b>G.6 DOE-G-2002 CONTRACTING OFFICER’S REPRESENTATIVE (OCT 2014)</b> .....	16
<b>G.7 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014)</b> .....	16
<b>G.8 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)</b> .....	17
<b>G.9 GSA/SPECIAL CONTRACT CLAUSES</b> .....	17
<b>Section H - Special Contract Requirements</b> .....	18
<b>H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)</b> .....	18
<b>H.2 MODIFICATION AUTHORITY</b> .....	18
<b>H.3 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS</b> 18	
<b>H.4 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES</b> .....	18
<b>H.5 GOVERNMENT PROVIDED SERVICES</b> .....	18
<b>H.6 MOVEMENT OF GOVERNMENT PROPERTY OFF-SITE -- NETL</b> .....	19
<b>H.7 GOVERNMENT PROPERTY</b> .....	19
<b>H.8 ENVIRONMENTAL, SAFETY, AND HEALTH MANAGEMENT SYSTEM POLICY AND ENVIRONMENTAL ASPECT AND OBJECTIVE/TARGET CONSIDERATIONS</b> .....	23
<b>H.9 ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS</b> .....	23
<b>H.10 QUALITY ASSURANCE – SITE SUPPORT</b> .....	25
<b>H.11 SAFETY &amp; HEALTH AND ENVIRONMENTAL PROTECTION</b> .....	25
<b>H.12 INDEMNITY -- ENVIRONMENTAL, HEALTH AND SAFETY VIOLATIONS</b> .....	25
<b>H.13 LIMITATION ON SOFTWARE</b> .....	26
<b>H.14 IDENTIFICATION BADGES - NETL</b> .....	26
<b>H.15 SECURITY AND PERSONNEL REQUIREMENTS</b> .....	26
<b>H.16 ACCESS TO DOE–OWNED OR LEASED FACILITIES</b> .....	28
<b>H.17 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)</b> .....	29
<b>H.18 DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)</b> .....	29
<b>H.19 KEY PERSONNEL/PROGRAM MANAGER/SITE COMMANDERS</b> .....	29
<b>H.20 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)</b> .....	30
<b>H.21 INSURANCE – MINIMUM REQUIREMENTS</b> .....	31
<b>H.22 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)</b> 31	
<b>H.23 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)</b> .....	32
<b>H.24 PERMITS AND LICENSES</b> .....	33
<b>H.25 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)</b> .....	33
<b>H.26 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL</b> .....	33

H.27	DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)	34
H.28	DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)	34
H.29	DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)	35
H.30	DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)	36
H.31	CONSERVATION OF UTILITIES	36
H.32	CONTRACTOR COMMUNICATION RELEASES	36
H.33	FOCUSED STANDARDS LIST	36
H.34	COMMUNITY COMMITMENT	36
H.35	TRANSITION TO FOLLOW-ON CONTRACT	36
H.36	PAYMENT OF ADDITIONAL HOURS	37
H.37	FOREIGN NATIONAL ACCESS APPROVAL	37
<b>Section I - Contract Clauses</b>		<b>39</b>
I.1	952.202-1 DEFINITIONS	39
I.2	52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)	39
I.3	52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	39
I.4	52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	40
I.5	52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)	41
I.6	952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	44
I.7	952.208-70 PRINTING. (APR 1984)	45
I.8	952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (AUG 2009)	45
I.9	952.215-70 KEY PERSONNEL. (DEC 2000)	47
I.10	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	47
I.11	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)	47
I.12	52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS (JAN 2017)	48
I.14	52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAR 2018)	48
I.15	52.223-6 DRUG-FREE WORKPLACE (MAY 2001)	49
I.16	52.232-1 PAYMENTS. (APR 1984)	51
I.17	52.232-11 EXTRAS. (APR 1984)	51
I.18	52.232-18 AVAILABILITY OF FUNDS. (APR 1984)	51
I.19	952.242-70 TECHNICAL DIRECTION. (DEC 2000)	51
I.20	52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE II (APR 1984)	52
I.21	52.245-1 GOVERNMENT PROPERTY. (JAN 2017)	53
I.22	52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)	64
I.23	52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)	65
<b>Section J - List of Documents, Exhibits and Other Attachments</b>		<b>66</b>
J.1	LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	66
<b>Section K - Representations, Certifications, and Other Statements of Bidders</b>		<b>67</b>
K.1	52.204-8 ANNUAL REPRESENTATION AND CERTIFICATIONS (OCT 2018)	67
<b>Section L - Instructions, Conditions, and Notices to Bidders</b>		<b>72</b>
L.1	SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION	72
L.2	RESPONSIBLE PROSPECTIVE CONTRACTORS	72
L.3	UNNECESSARILY ELABORATE PROPOSALS AND FILE SIZE LIMITATIONS	72
L.4	AWARD WITHOUT DISCUSSIONS	72
L.5	INFORMATION OF AWARD	72
L.6	52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)	72
L.7	952.233-2 SERVICE OF PROTEST	73
L.8	952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (AUG 2009)	73
L.9	DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015)	73

<b>L.10</b>	<b>PROPOSAL PREPARATION INSRUCTIONS VOLUME 1 – OFFER AND OTHER DOCUMENTS</b> .....	76
<b>L.11</b>	<b>PREPARATION INSTRUCTIONS: VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL</b> .....	79
<b>L.12</b>	<b>PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, PRICE PROPOSAL</b> .....	87
<b>L.13</b>	<b>DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)</b> .....	87
<b>L.14</b>	<b>DOE-L-2015 OFFER ACCEPTANCE PERIOD (OCT 2015)</b> .....	87
<b>L.15</b>	<b>DOE-L-2016 NUMBER OF AWARDS (OCT 2015)</b> .....	87
<b>L.16</b>	<b>DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)</b> .....	87
<b>L.17</b>	<b>DOE-L-2022 ALTERNATE BID-PROPOSAL INFORMATION – NONE (OCT 2015)</b> .....	88
<b>L.18</b>	<b>DOE-L-2026 SERVICE OF PROTEST (OCT 2015)</b> .....	88
<b>L.19</b>	<b>PREBID/PREPROPOSAL CONFERENCE – NONE</b> .....	88
<b>L.20</b>	<b>SITE VISIT NOT PLANNED</b> .....	88
<b>L.21</b>	<b>CONTRACTS REGARDING FUTURE EMPLOYMENT</b> .....	88
<b>L.22</b>	<b>AVAILABILITY OF REFERENCED DOCUMENTS</b> .....	88
<b>L.23</b>	<b>LIST OF EXHIBITS</b> .....	88
<b>Section M</b>	<b>- Evaluation Factors for Award</b> .....	90
<b>M.1</b>	<b>PROPOSAL EVALUATION - GENERAL</b> .....	90
<b>M.2</b>	<b>COMPLIANCE WITH THE REQUEST FOR PROPOSAL</b> .....	90
<b>M.3</b>	<b>BASIS FOR CONTRACT AWARD</b> .....	90
<b>M.4</b>	<b>OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA</b> .....	91
<b>M.5</b>	<b>EVALUATION CRITERIA – TECHNICAL PROPOSAL</b> .....	91
<b>M.6</b>	<b>EVALUATION CRITERIA – PRICE</b> .....	92
<b>M.7</b>	<b>52.217-5 EVALUATION OF OPTIONS. (JUL 1990)</b> .....	93

**Section B - Supplies or Services/Prices**

**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-1, Performance Work Statement (PWS). Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements" are not separately priced and are included in the Firm-Fixed-Price.

Item 4 is for services beyond the core requirements, 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, 2020)**

ITEM DESCRIPTION	UNITS	PRICE	TOTAL PRICE
Transition Period	1	<b>\$TBD</b>	<b>\$TBD</b>

**Base Period (February 1, 2020 through January 31, 2022)**

ITEM DESCRIPTION	UNITS	PRICE PER MONTH	TOTAL PRICE
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Morgantown, WV</b>	24 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Pittsburgh, PA</b>	24 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Albany, Oregon</b>	24 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer's Representative (COR) written authorization.	400 Hours	<b>Fixed-Rate \$TBD</b>	<b>Not-To-Exceed \$TBD</b>
<b>TOTAL BASE PERIOD PRICE</b>			<b>\$TBD</b>

**Option Period 1 (February 1, 2022 through January 31, 2023)**

<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>PRICE PER MONTH</b>	<b>TOTAL PRICE</b>
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Morgantown, WV</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Pittsburgh, PA</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Albany, Oregon</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer’s Representative (COR) written authorization.	200 Hours	<b>Fixed-Rate \$TBD</b>	<b>Not-To-Exceed \$TBD</b>
<b>TOTAL OPTION PERIOD 1 PRICE</b>			<b>\$TBD</b>

**Option Period 2 (February 1, 2023 through January 31, 2024)**

<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>PRICE PER MONTH</b>	<b>TOTAL PRICE</b>
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Morgantown, WV</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Pittsburgh, PA</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Albany, Oregon</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer’s Representative (COR) written authorization.	2000 Hours	<b>Fixed-Rate \$TBD</b>	<b>Not-To-Exceed \$TBD</b>
<b>TOTAL OPTION PERIOD 2 PRICE</b>			<b>\$TBD</b>

**Option Period 3 (February 1, 2024 through January 31, 2025)**

ITEM DESCRIPTION	UNITS	PRICE PER MONTH	TOTAL PRICE
Item 1 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Morgantown, WV</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 2 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Pittsburgh, PA</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 3 – SECON Level 3, 4, and 5 Site Security services at the National Energy Technology Laboratory located in <b>Albany, Oregon</b>	12 Months	<b>\$TBD</b>	<b>\$TBD</b>
Item 4 – Additional Site Security services may be required by the National Energy Technology Laboratory. The use of this line item requires prior Contracting Officer’s Representative (COR) written authorization.	2000 Hours	<b>Fixed-Rate \$TBD</b>	<b>Not-To-Exceed \$TBD</b>
<b>TOTAL OPTION PERIOD 3 PRICE</b>			<b>\$TBD</b>

**B.2 FIXED PRICED OF CONTRACT**

The fixed price of this contract (inclusive of all options if exercised) is **\$TBD**.

**B.3 LIMITATION OF GOVERNMENT’S OBLIGATION**

(a) Contract line item 1 is incrementally funded. For this item, the sum of \$TBD of the total price is presently available for payment and allotted to this contract.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) The Contractor will notify the Contracting Officer in writing at least thirty (30) days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination of convenience, will approximate seventy-five (75) percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue timely performance of applicable line items. If after such notification, additional funds are not allotted by the date identified in the Contractor’s notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled “termination for Convenience of the Government.”

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regards to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for the Convenience of the Government."

#### **B.4 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 forth 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, the Performance Work Statement (PWS).

**Section C - Description/Specifications**

**C.1 DOE-C-2002 PERFORMANCE WORK STATEMENT (OCT 2014)**

The Performance Work Statement (PWS) is located in Part III -- Section J, Attachment A-1 to this contract.

**C.2 DOE-C-2003 REPORTS (OCT 2014)**

The Contractor shall prepare and submit reports in accordance with Attachment B in Section J, and as specified in other clauses in the contract.



**Section D - Packaging and Marking**

**D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)**

(a) Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.

(b) Each package, report or other deliverable shall be accompanied by a letter or other document which –

(1) Identifies the contract by number pursuant to which the item is being delivered;

(2) Identifies the deliverable item number or report requirement which requires the delivered item; and

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled "52.246-4 Inspection of Services – Fixed Price". If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

## Section F - Deliveries or Performance

### **F.1 DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014)**

The services specified by this contract shall be performed at the National Energy Technology Laboratory located at the following locations:

3610 Collins Ferry Road, Morgantown, WV

626 Cochrans Mills Road, Pittsburgh, PA

1450 Queen Ave. SW, Albany OR

### **F.2 PERIOD OF PERFORMANCE (BASE CONTRACT WITH OPTION(S))**

#### BASE CONTRACT

The work to be performed under the Base Contract (Reference Part I, Section B) shall commence on the effective date, February 1, 2020 and shall continue for twenty-four (24) months. NOTE: The Government may elect not to exercise the option.

#### OPTION I

If Option I is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of twelve (12) months. (months twenty five (25) through thirty-six (36)).

#### OPTION II

If Option II is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of twelve (12) months. (months thirty-seven (37) through forty-eight (48)).

#### OPTION III

If Option III is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of twelve (12) months. (months forty-nine (49) through sixty (60)).

## Section G - Contract Administration Data

### **G.1 CORRESPONDENCE PROCEDURES**

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

A. Technical Correspondence

Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative, with an information copy of the correspondence to the DOE Contract Specialist.

B. Property Correspondence

Property correspondence (as used herein, this term includes correspondence which addresses matters which relate to property issues which come under the contract's Government property provisions) shall be addressed to the DOE Property Administrator, with information copies of the correspondence to the DOE Contracting Officer's Representative and the DOE Contract Specialist.

C. Other Correspondence

All other correspondence shall be addressed to the DOE Contract Specialist with information copies of the correspondence to the DOE Contracting Officer's Representative.

D. Subject Line(s)

All correspondence shall contain a subject line commencing with the contract number, i.e., TBD and identifying the specific contract action requested.

### **G.2 SUBMISSION OF VOUCHERS/INVOICES**

(a) Voucher Form (SF 1034)

In requesting reimbursement, contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal). Electronic versions of the SF1034 can be found on the NETL website at <http://www.netl.doe.gov/business/forms.html>. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

In accordance with FAR 52.232-25, "Prompt Payment," all invoices shall include the following information:

- (1) Name and address of contractor/vendor.
- (2) Invoice date.
- (3) Contract number or other authorization for delivery of property or service.
- (4) Description, price and quantity of property and services actually delivered or rendered
- (5) Shipping and payment terms.
- (6) Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (7) Name (where practicable), title, phone number and complete mailing address of the person to be notified in the event of a defective invoice.
- (8) Other substantiating documentation or information as required by the contract.

(b) Submission of Voucher/Invoices

In accordance with FAR 52.232-33, invoices are paid by electronic funds transfer (EFT) routed to your company's financial institution by the Department of Energy's Oak Ridge Financial Service Center (ORFSC). Requests for reimbursements must be submitted electronically through the ORFSC's Vendor Inquiry Payment Electronic Reporting System (VIPERS). To access and use VIPERS, you must enroll at: <https://vipers.doe.gov>. Detailed instructions on how to enroll are provided on the web site. For registration/technical or invoice/payment related questions call the VIPERS customer support line 1-888-251-3557. Please include the contract order number on the voucher/invoice.

(c) Payment Method

In accordance with the clause entitled "Payment by Electronic Funds Transfer - Central Contractor Registration," payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as "Vendor Express."

(d) Defective Invoices

Invoices that are determined to be defective, and therefore not suitable for payment, shall be returned to the Contractor as soon as practicable, specifying the reason(s) why the invoice is not proper.

(e) Status of Payments

The Oak Ridge Financial Service Center (ORFSC) has a system via Internet, in which contractors can request information about payments by invoice, by contract number, and/or by paid date. The system is called Vendor Inquiry Payment Electronic Reporting System (VIPERS) and is available to contractors at the following website: <https://vipers.doe.gov>. Contractors must have a federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system.

### **G.3 NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR**

A support service Contractor performs the function of processing of all invoices submitted to the National Energy Technology Laboratory, against its awards. Therefore, this Contractor has access to cost/rate information. A special provision in this Contractor's award requires the confidential treatment by all Contractor employees of any and all business confidential information of other Contractors and financial assistance recipients to which they have access.

### **G.4 OBSERVANCE OF LEGAL HOLIDAYS**

A. The on-site Government personnel observe the following holidays:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- B. When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- C. The Contractor shall not exceed the total number of holidays identified in paragraph (A) above. Contractor personnel shall comply with its own company's personnel policy and procedures regarding the administration of holidays. The costs associated with the observance of such holidays shall be consistent with company's established cost accounting standards and practices; other terms and conditions of the contract, and Federal Acquisition Regulation Part 31, Contract Cost Principles and Procedures.
- D. Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release is at the discretion of the Contractor. However, when granting any administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract.
- E. Non-productive time, such as sick leave, vacation leave, and emergency leave, shall be charged in accordance with the Contractor's established accounting practices and procedures.

#### **G.5 CONTRACTOR'S PROGRAM MANAGER**

- (a) The contractor shall designate a full time Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract and is responsible for the Contractor's quality control and adherence to contract requirements.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

#### **G.6 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)**

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

#### **G.7 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014)**

- (a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key

personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract

#### **G.8 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)**

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

#### **G.9 GSA/SPECIAL CONTRACT CLAUSES**

The Terms and Conditions of the referenced GSA, BPA, GWAC or other special contract in this delivery order are incorporated by reference.

## Section H - Special Contract Requirements

### **H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

### **H.2 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- A. accept nonconforming work,
- B. waive any requirement of this contract, or
- C. modify any term or condition of this contract.

### **H.3 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS**

In performing work under this contract, the Contractor shall comply with all relevant Federal, State, and local statutes, ordinances, laws, and regulations and DOE/NETL directives (e.g., orders, policies, and procedures).

### **H.4 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES**

The Contractor is authorized to use on a no-charge, non-interference, basis in the performance of this contract, the Government-owned facilities indicated below.

NETL provides limited office space for the Program Manager and Site Commanders at the NETL sites and community work space (e.g. command center, security entry stations, etc.) for use by on-site Contractor personnel. The availability of office/work space is subject to change and will be based on current availability for each specific NETL site. Other associated Government furnished items for the on-site personnel include: office/work space, office/work area furniture, local area network services, parking facilities, and other services as described in the clause entitled "Government Provided Services."

### **H.5 GOVERNMENT PROVIDED SERVICES**

The Government shall provide the following on-site services. The Contractor shall use these services for official use only, in performance of the required services specified in this PWS and performance under individual task order(s).

- A. Utilities: The Government shall provide electricity, water, lights, sewage, and heating or cooling.
- B. Mail Distribution: The Government shall provide mail pick-up and delivery of official mail (unless stated otherwise in the task order or the service is required to be provided by the Contractor under a task order issued under this contract).
- C. Postage: Government-provided postage is restricted to official correspondence.
- D. Telephone: Telephones shall be provided for contractor-personnel to make official local and long distance calls.



- E. Custodial Service: The Government shall provide custodial services to include emptying of trash cans and vacuuming and shampooing of carpeted areas in Government-furnished facilities (unless stated otherwise in the task order or the service is required to be provided by the contractor under a task order issued under this contract).
- F. Refuse Collection: The Government shall provide refuse collection at Government-furnished facilities (unless stated otherwise in the task order or the service is required to be provided by the contractor under a task order issued under this contract).
- G. Insect and Rodent Control: The Government shall provide insect and rodent control in Government-furnished facilities. The Contractor shall notify the COR if the facilities appear to be infested.
- H. Printing and Reproduction: Office copiers shall be provided according to Government policies for their use. The Contractor shall use NETL's Graphics and Printing facilities for the productions of documentation required in support of this PWS and in performance of individual task order(s).
- I. Equipment Maintenance: The Government shall maintain equipment (unless stated otherwise in the task order or the service is required to be provided by the Contractor under a task order issued under this contract).
- J. Security Police and Fire Protection: In case of emergency, the Contractor shall notify the Security Office immediately. The Contractor shall obtain these phone numbers from the COR and keep them posted and up to date at all times.
- K. Transportation: NETL has a pool of GSA vehicles, to which the Contractor will have reasonable access for Official Government business in performance of services required by task orders issued under this Contract.
- L. IT Services: The Government shall provide basic office automation tools to include an office computer connected to the NETL administrative network and loaded with an office software suite (presently MS Office); access to enterprise email and calendaring software (presently Novell GroupWise); access to enterprise applications as required; access to network file and print services; access to Internet services; office telephone and voice mail services; access to convenience copier and copy center services; access to library services; access to video teleconference and teleconference meeting resources as required; and access to helpdesk services.
- M. Software applications: The Government will provide on-site support contractors access to key computer based applications (e.g., AutoCad, FIMS, CHAMPS, PAMS, CAIS, etc.).

## **H.6 MOVEMENT OF GOVERNMENT PROPERTY OFF-SITE -- NETL**

No Government-owned property, equipment, or materials will be removed from the National Energy Technology Laboratory without the completion of NETL Form 580.1-6, Property Pass and the prior written permission from the Contracting Officer or his/her designee and NETL's Property Administrator, excluding Government vehicles assigned to the contractor.

## **H.7 GOVERNMENT PROPERTY**

- A. Regardless of the performer of the work, the Contractor is responsible for complying with the requirements of the Department of Energy (DOE) personal property management program and the Federal Acquisition Regulations. The Contractor is responsible for flowing down the requirements to subcontractors at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

B. Acquisition Authorization Requirements - The Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items without the express written consent of the Contracting Officer (CO) or as otherwise noted in this clause.

1. In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract replacement items for those items on the "Government Furnished Property (GFP) list" as directed by the CO or their designee (acquisition for replacement items will only be considered when it is not economically reasonable to repair).
2. The Contractor may request authorization for acquisition of additional items (Contractor acquired property - not already on the GFP list) from the Contracting Officer. Request(s) for consideration shall be in written format and include a description of the item (including manufacturer and model number, serial number, and/or National Stock Number (NSN)), unit acquisition cost, quantity and unit of measure, and a brief rationale on the need for the item. Any such request shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe any material equity arising from any proposed lease arrangement, such as option credits.
3. In accordance with section D of this clause or upon request of the CO, the Contractor shall be required to provide a listing of all property under the control of the Contractor
4. Authorization to acquire does not constitute consent to the placement of a subcontract.

C. Government Property (Government Furnished Property and Contractor Acquired Property)

1. Government property includes all "GFP" and "Contractor Acquired Property" that is a direct charge to this contract.
2. The Contractor shall establish, implement, and maintain a cost-effective, risk-based personal property management program to manage personal property from receipt, to use, to final disposition processing by acceptable means. The personal property management program is to be used for all Government property under this contract (GFP and Contractor Acquired Property).
3. Contractors may use Voluntary Consensus Standards (VCS), such as ASTM International, or Industry Leading Practices (ILP), to the greatest degree practical for the management of personal property, as deemed appropriate by the Property Administrator (PA)/Organizational Property Management Officer (OPMO) as designated by the CO.
4. In accordance with FAR Part 45 Government property that is incidental to the place of performance (i.e. office space, chairs, telephones, computers, printers, and fax machines) are not covered by this clause - when the contract requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor at the location remains accountable to the Government.
5. Contractors are responsible for ensuring personal property items that may reveal classified or controlled unclassified information (i.e., Official Use Only or Unclassified Controlled Nuclear Information) are managed and controlled in accordance with the requirements found in other DOE directives or Agency regulations.
6. Whenever practical, Government personal property (GFP and Contractor Acquired Property) shall be identified or tagged as U.S. Government property (or U.S. DOE property). The Contractor shall remove or permanently cover, to the extent practical, tags before formal release from DOE inventory/ownership.
7. Except as otherwise authorized by the Contracting Officer in writing, only that property specifically included in the "GFP List" shall be furnished.

8. A copy of the current “GFP List” is located on the Internet at <http://netl.doe.gov/business/site-support> and will be maintained at that site for availability during the solicitation phase of this contract. GFP is provided as-is/where-is and the Contractor is responsible for determining suitability for use.
9. The “GFP List” is broken into categories:
  - i. Capitalized Property – The capitalization threshold for items acquired prior to October 1, 2011 is \$50,000. For items acquired on or after October 1, 2011, the threshold is \$500,000. Capital equipment is to be managed in accordance with the DOE Financial Management Handbook.
  - ii. Accountable Property – Accountable Property is identified as personal property that exceeds the acquisition cost threshold (as identified in DOE Order 580.1A, currently \$10,000 or more) and administratively controlled items (items that are considered sensitive property prone to theft or loss or that have recording capability) necessary for controlling items under the acquisition cost threshold to protect against unauthorized use, disclosure, or loss.
  - iii. Non-Accountable Property (Other GFP) – Non-Accountable Property is identified as other personal property with an acquisition cost less than the threshold for Accountable Property but greater than \$1,000 and not included in what is considered sensitive property or administratively controlled property. These items are provided for the Contractor’s use in performing the contract requirements and are titled to the Government. Items with an acquisition value of less than \$1,000 are considered consumable items.
  - iv. Sensitive Property - means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.
  - v. Administratively controlled items – Regardless of acquisition value, the following items are considered controlled items to be included in accountable property or sensitive property categories: Cameras, External Hard Drives, Phones, Laptops, Computers, Radios, other devices with recording capabilities, and Power tools with an acquisition value greater than \$500.
  - vi. The “GFP List” is incorporated into this contract by reference in its entirety. No hard copy of the GFP List will be attached to this contract.
10. When additional property items are acquired by the Contractor, the items shall be categorized as Capitalized Property (see definition above); Accountable Property (see definition above); Non-Accountable Property (see definition above); Sensitive Property (as defined in DOE Order 580.1A); or High Risk Personal Property (as defined in DOE Order 580.1A).
11. In addition, the Contractor may be required to acquire or utilize “Precious Metals” in performance of the contract requirements. Precious metals are required to be managed and controlled in accordance with the requirements of DOE Order 580.1A.
12. Physical Inventories shall be properly planned and executed to continuously monitor property condition and operational availability and validate accountable property record accuracy. The scheduling, type, method, and scope of the physical inventory process are to align with management expectations and risks.
  - i. Capitalized and Sensitive Property – Capitalized and sensitive property shall be inventoried at least annually with an accuracy expectation of 100%. Inventory method

must be approved by the CO (or as designated to the PA/OPMO) and take into consideration the property condition, classification, and location.

- ii. High Risk Personal Property (HRPP) – HRPP shall be inventoried at least annually. However, when a complete physical inventory (existence testing) is not appropriate, a sampling method can be used on a graded approach based on the assessed risk (safety considerations, restricted access, exposure to contamination, etc.). Inventory method must be approved by the CO (or as designated to the PA/OPMO) and take into consideration the property condition, classification, and location.
  - iii. Accountable Property – Accountable Property shall be inventoried at least every three years with an accuracy expectation of 98%. Inventory method must be approved by the CO (or as designated to the PA/OPMO) and take into consideration the property condition, classification, and location.
  - iv. Non-Accountable Property (Other GFP) – Non-Accountable Property shall be inventoried upon request of the CO or within the last year of contract performance in order to complete the required reporting of all Government Property in the control of the Contractor.
  - v. Physical inventories of spares or stores are required to be conducted on a frequency and method approved by the CO (or as designated to the PA/OPMO).
  - vi. Inventory methods may take different forms, including wall-to-wall, cyclic, sampling, and “by exception” methodologies (use of actions or transactions as an inventory event). Sampling may be used, where appropriate, provided the sampling approach achieves the statistically valid results.
  - vii. An independent group must validate the results of the physical inventory.
  - viii. Physical inventories shall be reconciled with financial records, as applicable.
  - ix. The Contractor shall submit inventory results and requested write-offs (of personal property not found) to the CO (or as designated to the PA/OPMO) for acceptance within 60 days of concluding the inventory. If the Contractor does not operate within acceptable tolerances, the Contractor shall use a graded approach to identify opportunities for improvement.
13. Accountable property records shall be maintained as a system of record and shall include at a minimum: Property control number (item unique identification); contract number; receipt date; description; manufacturer and model number, serial number, and/or NSN; unit acquisition cost; quantity and unit of measure; custodian; location; use status (active, storage, excess, retired, etc.); High risk designation, export control jurisdiction, and relevant export regulation citation (if applicable); and condition code.
14. In accordance with FAR 52.245-1, the Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract.
15. Loaning of Personal Property may be authorized provided the property is:
- i. Not excess.
  - ii. Used in performing research, studies, and other efforts that result in benefits to both the U.S. Government and the borrower.
  - iii. Used by local agencies in support of health, safety, or security requirements in emergency conditions or upon appropriate Departmental notification of emergency conditions.

- iv. Loaned to another DOE organization, Contractor, Government agency, or organization that has a valid Federal contract, financial assistance agreement, treaty, international or collateral agreement.
- v. Approved using the a properly completed loan package including DOE F 4420.2 Loan Agreement form which must document that high risk, export control, and hazardous reviews have been completed (foreign loans, refer to DOE Order 580.1A Foreign Transactions).

16. Loss (to include theft), damage, or destruction of personal property shall be reported as soon as practical to the CO (or as designated to the PA/OPMO), and in accordance with local NETL procedures (and to security in the case of loss or theft). Reporting of loss, damage, or destruction is essential to the accountable property record audit trail and is required to formally reconcile accountable property records.

17. Disposition of property shall be coordinated with the NETL PA/OPMO.

#### D. Reporting Requirements

The reports required shall be submitted in accordance with 48 CFR 945 and the reporting requirements set forth in Part III, Section J, Attachment B. The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

180 days prior to the end of the contract, the Contractor shall be required to provide a listing of all Government property (GFP and Contractor Acquired Property) still under the control of (assigned to) the Contractor. The listing shall include the Purchase Order number utilized to acquire the property, acquisition cost, property identification numbers, and current location of property. The listing shall be completed in a spreadsheet manner that can be sorted by the Government (recommend Excel Spreadsheet) and shall be broken into categories as identified in Section C-9 above.

### **H.8 ENVIRONMENTAL, SAFETY, AND HEALTH MANAGEMENT SYSTEM POLICY AND ENVIRONMENTAL ASPECT AND OBJECTIVE/TARGET CONSIDERATIONS**

The contractor must be knowledgeable of NETL's environment, safety, and health management system policy, aspects, objectives and targets and consider how their work could affect or create additional aspects or objectives. The contractor shall support NETL's ISO 14001 and OHSAS 18001 certifications by ensuring that his/her employees and work practices support the NETL ES&H policy, plans, procedures and the objectives and targets.

### **H.9 ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS**

- A. The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of his/her employees, other NETL employees, and the public, and to prevent damage to the environment and NETL-owned materials, supplies, equipment, facilities, and any other NETL-owned property.
- B. The Contractor shall comply with the requirements of NETL's environment, safety, and health (ES&H) programs as implemented through NETL directives (orders, operating plans and procedures). These programs are based on conforming to the requirements listed on NETL's focused standards list (reference Part II, Section H, clause entitled Focused Standards List), which is a compendium of applicable Federal, State, and local regulations; consensus standards; and DOE directives. In particular, the Contractor shall comply with the procedural, recordkeeping, and reporting requirements of these ES&H programs and their supporting directives. Where conflict exists among the standards' requirements, the most protective shall be adopted, unless relief is provided by the contracting officer.
- C. The Contractor shall generate and implement an integrated safety management (ISM) plan describing how the Contractor will implement NETL's ES&H policy and the DOE ISM philosophy, as outlined in ISM directives, into the planning, budgeting, execution, and assessment of work activities. The plan shall describe the Contractor's approach to:
  - 1. The integration of ISM's five functions: defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance into its everyday work activities, and
  - 2. Demonstrating ISM's seven guiding principles: workforce responsibility and accountability; clear roles, responsibilities, and authorities; competence commensurate with responsibilities, balanced priorities, identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization.

The Contractor shall describe in this plan how the Contractor's work will be integrated with NETL's ISM System. The Contractor shall submit the plan to the Contracting Officer or his/her representative for review and approval within 30 days after the date of contract award. This plan shall be updated annually and resubmitted to the Contracting Officer or his/her representative for review and approval.

- D. The Contractor shall comply with NETL directives on conducting safety analysis and reviews for research and development projects, support operations, and facility construction and maintenance and shall implement the requirements resulting from the analysis and review.
- E. Contractor employees shall complete mandatory ES&H training as required by the nature of job being performed or by legal, DOE or NETL requirements. The Contractor shall maintain training records for his/her employees to demonstrate that training has been completed.
- F. The Contracting Officer shall notify the Contractor, in writing, of any non-conformance with the ES&H requirements of this contract. After receipt of such notice, the Contractor shall immediately take corrective action. In the event that the Contractor fails to comply with NETL's environment, safety, and health requirements, the Contracting Officer may, without prejudice to any other legal or contractual rights of the DOE, issue an order stopping all or any part of the work; thereafter, a start order for work resumption may be issued by the Contracting Officer. The Contractor shall make no claim for an extension of time, or for compensation or damages by reason of, or in conjunction with, such work stoppage.
- G. The Contractor shall include this environment, safety, and health clause in all subcontracts requiring work at the NETL sites and shall be responsible for ensuring that subcontractors adhere to these ES&H requirements.
- H. The DOE or its authorized representative shall have the right to inspect any work areas or facilities occupied by the contractor.

- I. The Contractor keep records such as raw data, interpreted results, reports, correspondence, and other materials proving regulatory and standard compliance, according to DOE records management schedules.
- J. Accidents or incidents resulting in human injury or property damage are to be reported immediately to the Contracting Officer or his/her representative. Notification, recording, and reporting requirements for accidents or incidents shall be conducted in accordance with 29 CFR 1904 and 1910 and the associated NETL directives. The Contracting Officer or his/her representative shall be provided with copies of all required documentation within 10 days of the accident or incident.
- K. The Contractor shall maintain an accurate record of onsite hours worked and shall provide this information to the Contracting Officer or his/her representative upon request in order to calculate hours-based ES&H statistics.
- L. The Contractor shall collect metrics on environment, safety, and health performance as determined by NETL in addition to those contained in their ISM plan. These metrics may change with time. The following are examples and may not represent the actual metrics that will be required to be reported: recordable injury/illness rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked); days away or restricted time rate (total number of OSHA-defined lost work day cases or restricted days cases/total hours worked); and hazardous waste generated (total cubic feet of hazardous waste shipped); number of employees who have completed ES&H training on-time; number of inspections/assessments conducted; and number of employees participating in the emergency response program. The metrics shall be provided to the Contracting Officer or his/her representative.
- M. NETL depends on volunteers to staff its emergency response organization (ERO), including the HAZMAT/rescue team. The Contractor shall allow participation of his/her employees in NETL's site-wide emergency response program. Participants shall be allowed the time necessary to fulfill ERO training obligations. The Contractor whose employees participate in emergency response functions shall be responsible for providing any additional liability insurance or supplemental insurance deemed appropriate by the Contractor for the ERO positions that their employees occupy.

#### **H.10 QUALITY ASSURANCE – SITE SUPPORT**

The Contractor shall maintain an effective Quality Assurance (QA) Program during the course of the contract. A Quality Assurance Management Plan (QAMP) is required in accordance with the Reporting Requirements, Part III, Section J, Attachment B. The QAMP shall address both technical and administrative deliverables and services. The Government will not serve in the quality control function for the Contractor

#### **H.11 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION**

- A. The Contractor shall implement the DOE work in accordance with all applicable Federal, State and local laws, including codes, ordinances and regulations, covering safety, health and environmental protection.
- B. The Contractor agrees to include paragraph (A) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

#### **H.12 INDEMNITY -- ENVIRONMENTAL, HEALTH AND SAFETY VIOLATIONS**

Should the Contractor, in the performance of work under this contract, fail to comply with the requirements of environmental permits, local laws or regulations, State laws or regulations, Federal laws or regulations, the statement of work and its attachments, and cause any environmental, health, or safety liability to be assessed against the Government, the Contractor agrees to indemnify the Government for this liability. This requirement shall be placed in all subcontracts awarded by the Contractor under this contract. The provisions of this clause are limited to liabilities not otherwise addressed by other provisions of this contract.

### **H.13 LIMITATION ON SOFTWARE**

The Contractor shall not violate license agreements (express or implied), copy, change (with the exception of vendor-supplied updates or maintenance requirements), or release to a third party, Government-furnished software, including other vendors' proprietary software, for any purpose other than that for which it was provided to the Contractor under the terms of this contract.

Unless provided as Government-furnished software, the Contractor shall not use software in which the Contractor holds proprietary rights, or rights as a licensee, without the prior written authorization of the Contracting Officer or designee.

The Contractor agrees not to restrict the design and development of software in such a fashion that it shall unreasonably favor specific vendor hardware and software.

The Government may require the Contractor to register the copyright on software developed for the Government under this contract.

### **H.14 IDENTIFICATION BADGES - NETL**

All personnel working at the National Energy Technology Laboratory will be required to wear identification badges at all times. Identification badges will be assigned to a Contractor official for issuance to the personnel employed for work under this contract.

### **H.15 SECURITY AND PERSONNEL REQUIREMENTS**

#### **A. GENERAL RESPONSIBILITIES**

The Contractor shall be responsible for complying with the provisions of NETL's unclassified security program. The Contractor shall cooperate with the Computer Security Program Manager (CSPM) and the Contracting Officer's Representative (COR) in all information security matters.

#### **B. CLASSIFIED MATERIAL**

Performance under the contract may involve access to classified material. If access to classified material is required, the Contractor shall be required to obtain necessary security clearances for personnel who will have access to classified material. For unclassified material, the Contractor shall abide by all provisions of the Department of Energy (DOE) Order 205.1 "Unclassified Computer Security Program" (incorporated by reference) or as revised.

#### **C. ACCESS TO FACILITIES**

The Contractor shall prohibit access to Government-furnished facilities of any persons other than authorized Government and Contractor employees, unless prior approval is obtained from the Contracting Officer (CO) or appropriate COR.

The Contractor shall maintain the security within the facility. Anyone entering the facility who does not have a valid NETL identity badge must be processed through NETL's Visitor Registration process at NETL's Security Office or main lobby and must obtain a visitor identification badge and be escorted by a NETL representative. All personnel who have not been issued a NETL identity badge shall be escorted.

#### **D. PHYSICAL SECURITY**

The Contractor shall be responsible for safeguarding and securing all Government property provided for use under this contract. The Contractor shall notify the COR and submit a completed loss/theft report



using the NETL standardized form (currently NETL-F 470.1-1-1) with NETL Security within 24 hours after discovery of any missing Government property.

#### E. KEY CONTROL

The Contractor shall ensure there is adequate control of keys and access cards to preclude the loss, misplacement or unauthorized use and access to Government equipment and facilities. The Contractor shall not duplicate keys issued by the Government.

In the event the Contractor loses Government keys, the Government shall replace, or re-key, all keys or locks, as the Government deems necessary. The Government shall deduct the total cost for replacing locks and keys from the monthly payment due the Contractor. In the event a master key is lost or duplicated, the Government shall replace all locks and keys for that system and deduct the total cost for replacement from the monthly payment due to Contractor; or at the Government's discretion, the Government shall require the Contractor to replace locks and keys to the COR's satisfaction.

The Contractor shall report any occurrence of a lost or misplaced key to the COR within 4 hours of discovering that a key has been lost or misplaced. The Contractor shall provide a follow-up report, in writing, to the COR within 24 hours.

The Contractor shall prohibit the use of Government-issued keys by any persons other than the Contractor's authorized employees.

#### F. COMBINATION CONTROL

The Contractor shall ensure there is control of combinations for cipher locks. The Contractor shall notify the COR within one workday after termination of employment of all Contractor employees who have access to the combination. The Contractor shall establish and implement methods to ensure that no lock combinations are revealed to unauthorized persons. The procedures shall be included in the Contractors Quality Control Program.

#### G. PERSONNEL AND SECURITY

1. Building Access: The Contractor shall require all contract employees' to complete the appropriate forms for computer and Building access security.
2. Identification Badge: The Contractor shall obtain an identification badge for each Contractor employee from NETL Security prior to entry on duty. Contractor employees shall display this identification badge at all times within NETL facilities. Contractor shall be responsible for returning badge of departing employee to Security.

#### H. DATA SECURITY

All information, whether stored in the computer, in hard copy form, or on magnetic media, shall be protected from unauthorized disclosure, and unauthorized modification or destruction at all times. Contractor personnel shall take all precautions to protect the information and programs and shall report all suspected violations to the COR or CSPM. The Contractor shall immediately verbally notify and notify in writing before the close of business of the next day, the Government COR or the CO or his authorized representative, in the event that the Contractor has or has reason to suspect a breach of data security occurred.

Information processed and stored by these Information Resource systems shall include some information that must be safeguarded from disclosure and alteration. That information is subject to protection by various laws, regulations and agreements. The Contractor agrees, in the performance of this contract, to keep sensitive information in the strictest of confidence and to protect it from unauthorized modification or destruction. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, and not to authorize or permit others to do so.

The Contractor shall take such reasonable measures as are necessary to restrict access to this information, while in his possession, to those employees needing such information to perform the work provided herein (e.g., on a “need to know” basis). The Contractor shall immediately verbally notify and notify in writing before the close of business of the next day, the Government COR or the CO or his authorized representative, in the event that the Contractor has or has reason to suspect a breach of data security occurred.

#### **H.16 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

- A. The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee’s obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:
1. Is, or is suspected of being, a terrorist;
  2. Is the subject of an outstanding warrant;
  3. Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
  4. Has presented false or forged identity source documents;
  5. Has been barred from Federal employment;
  6. Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
  7. Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- B. The Contractor shall assure:
1. In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.
  2. In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.
- C. The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee’s application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (B)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- D. The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor’s employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

- E. The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE –owned or leased facilities.

All questions and compliance issues should be directed to the NETL Security Officer.

#### **H.17 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

#### **H.18 DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)**

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" in Section J, Attachment D, except as the Contracting Officer may otherwise authorize.

#### **H.19 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 essential 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. 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.

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 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.

D. 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 contract price may be permanently reduced by \$60,000 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 contract price may be permanently reduced by 30,000 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 associated with change to key personnel.

E. 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.

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

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.20 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)**

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel

overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

(d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:

- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
  - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
  - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

## **H.21 INSURANCE – MINIMUM REQUIREMENTS**

The Contractor shall provide insurance in the minimum amounts as set forth below. The required amount of insurance to be carried by the Contractor under this section may be changed upon the Government's written notice to the Contractor.

(a) Worker's Compensation and Employer's Liability.

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. The Contractor shall obtain employer's liability coverage of at least \$100,000.

(b) General Liability.

The Contractor shall obtain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and property damage liability insurance coverage of at least \$500,000 per occurrence.

(c) Automobile Liability.

The Contractor shall obtain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles, including Government furnished vehicles, used in connection with performing the contract. The Contractor shall obtain coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage, including any property damage to Government furnished vehicles.

## **H.22 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)**

(a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as -

- (1) Alternative Fueled Vehicles and Alternative Fuels;
- (2) Biobased Content Products (USDA Designated Products);
- (3) Energy Efficient Products;
- (4) Non-Ozone Depleting Alternative Products;
- (5) Recycled Content Products (EPA Designated Products); and
- (6) Water Efficient Products (EPA WaterSense Labeled Products).

(b) The Contractor should become familiar with these information resources:

- (1) Recycled Products are described at <http://epa.gov/cpg>.
- (2) Biobased Products are described at <http://www.biopreferred.gov/>.
- (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.
- (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>
- (5) Environmentally Preferable Computers are described at <http://www.epeat.net>.
- (6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>.
- (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.

(c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

## **H.23 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)**

The Contractor's performance under this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment C and the clause at FAR 52.222-42, Statement of Equivalent Rates for Federal Hires.

## **H.24 PERMITS AND LICENSES**

No later than thirty (30) days after issuance of a task order, the Contractor shall submit to the DOE Contracting Officer Representative (COR) a list of Environment, Safety and Health approvals that, in the Contractor's opinion, shall be required to complete the work under the task order. This list shall include the topic of the approval being sought, the approving authority, and the expected submit/approval schedule. The COR shall be notified as specific items are added or removed from the list and processed through their approval cycles.

The Contractor agrees to include this clause in their first-tier subcontracts and agrees to enforce the terms of this clause.

## **H.25 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)**

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

## **H.26 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL**

(a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

#### **H.27 DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)**

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within 60 calendar days after the effective date of the contract. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the Contracting Officer.

(b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor-protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to 52.204-14 Service Contract Reporting Requirements. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval

#### **H.28 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)**

(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to –

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
- (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
- (5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.



(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

## **H.29 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)**

(a) The Government will provide Government-owned and/or –leased motor vehicles for the Contractor’s use in performance of this contract in accordance with the clause FAR 52.245-1, Government Property.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:

- (1) Use vehicles only for official purposes and solely in the performance of the contract.
- (2) Do not use vehicles for transportation between an employee’s residence and place of employment unless authorized by the Contracting Officer.
- (3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
- (4) Possess a valid State, District of Columbia, or commonwealth’s operator license or permit for the type of vehicle to be operated.
- (5) Operate vehicles in accordance with the operator’s packet furnished with each vehicle.
- (6) Use seat belts while operating or riding in a Government vehicle.
- (7) Do not use tobacco products while operating or riding in a Government vehicle.
- (8) Do not provide transportation to strangers or hitchhikers.
- (9) Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.
- (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall -

- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
- (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or –leased vehicles are to be provided for use by subcontractor employees.

### **H.30 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)**

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

### **H.31 CONSERVATION OF UTILITIES**

The Contractor shall not waste utilities. The Contractor shall instruct Contractor employees in utilities conservation practices. If waste is observed, a verbal warning will be given by the COR; a second observation will result in written warning; and a third observation may result in termination of the contract or a reduction in contract price to account for the cost of the waste.

### **H.32 CONTRACTOR COMMUNICATION RELEASES**

The DOE policy and procedure on news releases requires that all Contractor communication releases (i.e. press releases, public statements) be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) business days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned news releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

### **H.33 FOCUSED STANDARDS LIST**

The Contractor shall adhere to all applicable NETL ES&H Focused Standards as indicated in the Focused Standards list which is currently posted on the SSC electronic reading room.

This list may be modified from time to time during the contract. After contract award, the list will be available at the following NETL Intranet site: <http://myportal/eDocs/Directives/Documents/focused.pdf>.

This Focused Standards List has been primarily derived from selected Standard References contained in NETL issued directives. It should not be construed that all of the standards on the list would be applicable to operations required under this contract.

### **H.34 COMMUNITY COMMITMENT**

It is the policy of NETL to be a constructive partner in the geographic region in which NETL conducts its business. The basic elements of this policy include: (1) recognizing the diverse interests of the region and its stakeholders; (2) engaging regional stakeholders in issues and concerns of mutual interest; and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the contract will be consistent with the intent of the policy and elements set forth above

### **H.35 TRANSITION TO FOLLOW-ON CONTRACT**

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

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

### **H.36 PAYMENT OF ADDITIONAL HOURS**

Additional labor hours needed for emergencies and special events shall be requested in writing by the contractor and sent to the COR for approval. In the case of an emergency verbal contact may be made first; but, the request must be followed up in writing. The request shall include a description of the event, number of hours being requested, and why extra labor hours are the best option to provide the coverage needed. The request, along with the COR's concurrence, shall be submitted with the invoice on which the hours are billed.

### **H.37 FOREIGN NATIONAL ACCESS APPROVAL**

#### **1. Introduction**

It is in the interest of both the Government and the Contractor to be aware of approval requirements for Foreign Nationals assigned work under this contract and how they relate to export controls, access to DOE sites, and access to DOE information, technologies, and equipment regardless of whether the work is performed at a DOE site or off-site location/facility.

This clause is required to be flowed down to all subcontracts at all tiers.

#### **2. Definitions.**

Foreign national, as used in this clause, is defined in DOE Order 142.3, Unclassified Foreign Visits and Assignments Program.

Fundamental research, as used in this clause, is defined in National Security Decision Directive (NSDD) 189, National Policy on the Transfer of Scientific, Technical, and Engineering Information.

On-site, as used in this clause, is defined as a DOE site.

Off-site, as used in this clause, is defined as a location or facility not located on a DOE site, including the Contractor's facilities/site.

#### **3. Requirements:**

DOE Order 142.3 requires processing for all foreign nationals seeking access to DOE sites, and access to DOE information, technologies, and equipment regardless of whether the work is performed on-site or off-site. Requests for access must be approved by DOE on an individual basis.

The Contractor is required to complete the Request for Unclassified Foreign National Visit, Assignment form, or Access for any Foreign National identified to perform unclassified work under this contract (refer to DOE Order 142.3 for requirements related to classified work). The NETL form is required for all individuals who will have access to DOE information, technologies, and equipment regardless of whether the work is performed on-site or off-site and all individuals who require access to DOE sites.

In accordance with 15 CFR 734.11, if fundamental research is funded by the U.S. Government, compliance with DOE Order 142.3 will result in preservation of any application of the exception to Export Administration Regulations (EAR) found at 15 CFR. Violation of the control requirements set forth in this award, and subsequently required in flow-down requirements, may result in non-application of the available EAR exception.

The Iran Threat Reduction and Syria Human Rights Act of 2012, H.R. 1905, excludes citizens of Iran from entering the United States and seeking education relating to the nuclear and energy sectors of Iran.

4. References:

DOE Order 142.3, Unclassified Foreign Visits and Assignments Program

15 CFR 730-780, Export Administration Regulations (EAR)

National Security Decision Directive (NSDD) 189, National Policy on the Transfer of Scientific, Technical, and Engineering Information

H.R. 1905, Iran Threat Reduction and Syria Human Rights Act of 2012.

## Section I - Contract Clauses

### **I.1 952.202-1 DEFINITIONS.**

The following shall be added to FAR 52.202-1(c), Definitions

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

### **I.2 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)**

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

### **I.3 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102-2104, Restriction on Obtaining and Disclosing Certain Information, the Government may --

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which --

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either --

(A) Exchanging the information covered by such subsections for anything of value;  
or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I.4 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  
(MAY 2014)**

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the

contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **I.5 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)**

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

*Agency* means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

*Covered Federal action* means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

*Indian tribe* and *tribal organization* have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

*Influencing or attempting to influence* means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

*Local government* means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

*Officer or employee of an agency* includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

*Person* means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*Reasonable compensation* means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

*Reasonable payment* means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

*Recipient* includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

*Regularly employed* means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

*State* means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.



(c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees.* (i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern-

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) *Professional and technical services.* (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) *Disclosure.* (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) *Penalties.* (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts.* (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.

**I.6 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

(a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

**I.7 952.208-70 PRINTING. (APR 1984)**

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8 1/2 by 11 inches one side only, one color. A requirement is defined as a single publication document.

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

**I.8 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (AUG 2009)**

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or

specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may

terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

**I.9 952.215-70 KEY PERSONNEL. (DEC 2000)**

(a) The personnel listed below or elsewhere in this contract (H.20 Key Personnel/Program Manager/Site Commanders) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(1) Notify the Contracting Officer reasonably in advance;

(2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and

(3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

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

**I.10 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days

**I.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

**I.12 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS (JAN 2017)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The **TBD** will notify the DOE/NETL Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**I.13 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000) (DEVIATION) (FEB 2019)**

The Department of Energy has established a Mentor-Protege Program to encourage its prime contractors to assist small business concerns, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning in enhancing their capabilities to perform contracts and subcontracts for DOE and other Federal agencies. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protege firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the agreement. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

**I.14 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAR 2018)**

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar

day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

## **I.15 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any

other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.



(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

**I.16 52.232-1 PAYMENTS. (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**I.17 52.232-11 EXTRAS. (APR 1984)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

**I.18 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**I.19 952.242-70 TECHNICAL DIRECTION. (DEC 2000)**

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that-

- (1) Constitutes an assignment of additional work outside the Statement of Work;

- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must-
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

**I.20 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE II (APR 1984)**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed.
  - (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
  - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
  - (5) Method of shipment or packing of supplies.
  - (6) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## **I.21 52.245-1 GOVERNMENT PROPERTY. (JAN 2017)**

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

*Cannibalize* means to remove parts from Government property for use or for installation on other Government property.

*Contractor-acquired property* means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

*Contractor inventory* means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

*Contractor's managerial personnel* means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

*Demilitarization* means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

*Discrepancies incident to shipment* means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

*Equipment* means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

*Government-furnished property* means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

*Government property* means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

*Loss of Government property* means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

*Material* means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

*Nonseverable* means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

*Precious metals* means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

*Production scrap* means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, *e.g.*, textile and metal clippings, borings, and faulty castings and forgings.

*Property* means all tangible property, both real and personal.

*Property Administrator* means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

*Property records* means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

*Provide* means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

*Real property* See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

*Sensitive property* means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

*Unit acquisition cost* means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.* (1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.* (1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.* (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.* (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.* (i) Title to all property purchased by the Contractor

for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.* (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.* (A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).



(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when--

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.* (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure,

and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.* (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.* (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.* (i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.* (i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report--

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.* (i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.* (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of property.* (1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

## **I.22 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term *Contractor's managerial personnel*, as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of -

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

**I.23 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

**Section J - List of Documents, Exhibits and Other Attachments**

**J.1 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>
A-1	Performance Work Statement	
A-2	Site Descriptions and Maps (For Official Use Only) (Solicitation Only)	
B	Reporting Requirements	
C	U.S. Department of Labor Wage Determination/ / Collective Bargaining Agreements	
C-1	Albany, OR: Wage Determination No:	
C-2	Morgantown, WV: Wage Determination No:	
C-3	Pittsburgh, PA: Wage Determination No:	
D	Position Descriptions / Minimum Qualifications	
E	Focused Standards List	



**Section K - Representations, Certifications, and Other Statements of Bidders**

**K.1 52.204-8 ANNUAL REPRESENTATION AND CERTIFICATIONS (OCT 2018)**

(a)

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

(2) The small business size standard is \$20.5 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, 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>. 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.

## **Section L - Instructions, Conditions, and Notices to Bidders**

### **L.1 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION**

This acquisition is a competitive action set aside for 8(a) small businesses with a size standard of \$20.5M and a NAICS code of 561612.

### **L.2 RESPONSIBLE PROSPECTIVE CONTRACTORS**

This solicitation is restricted to available Contractors holding active GSA Federal Supply Schedules (FSSs). Offers from other entities shall not be considered. All responsible small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8 (a) Program and who meet the requirements of FAR 52.219-18, as listed in Section I of this solicitation, may submit proposals for consideration. The general and additional minimum standards for responsible prospective Contractors set forth at FAR 9.1 apply.

Only proposals offering the full range of services in the Performance Work Statement, for the base period and for all identified option periods will be evaluated and considered for award.

DOE may conduct pre-award surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the Offeror's record of past performance, and use such information in making determinations of prospective Offeror responsibility.

### **L.3 UNNECESSARILY ELABORATE PROPOSALS AND FILE SIZE LIMITATIONS**

Unnecessarily elaborate proposals beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate art work, graphics and pictures may increase the document's file size. It is suggested that in preparing your proposal that you create files less than 5 MB. However, this file size may not be appropriate in all situations. As the nature of the proposal may create large files, offerors may wish to use "Zip" file compression software such as WinZip. Using this compression software will diminish the file size, thus reducing the time needed to upload and download a proposal.

### **L.4 AWARD WITHOUT DISCUSSIONS**

The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The Government reserves the right to conduct discussions with Offerors whose proposals have been determined to be within a competitive range

### **L.5 INFORMATION OF AWARD**

Written notice to unsuccessful Offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

### **L.6 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective

Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**L.7 952.233-2 SERVICE OF PROTEST.**

The following shall be added to FAR 52.233-2, Service of Protest.

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

**L.8 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (AUG 2009)**

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

**L.9 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015)**

(a) Offeror. The term “offeror,” as used in this Section L, refers to the single entity submitting the proposal. The offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror is required to be a contract holder under GSA Federal Supply Schedules and as such are expected to be familiar with the GSA e-Buy web portal for submission of offers. Further instructions are located at [https://www.gsadvantage.gov/advantage/ebuy/start\\_page.do?app=ebuy&source=elibrary](https://www.gsadvantage.gov/advantage/ebuy/start_page.do?app=ebuy&source=elibrary)

Please note - FedConnect is owned and operated by Compusearch Software Systems Inc., not by the Department of Energy (DOE) and DOE does not provide help desk assistance for FedConnect. For assistance with FedConnect, please contact FedConnect directly:

By e-mail: [support@FedConnect.net](mailto:support@FedConnect.net)

By phone: 1-800-899-6665 (8:00 a.m. to 8:00 p.m., Eastern Daylight Time, except Federal holidays).

(b) The Department of Energy’s (DOE), is using GSA’s web portal or the FedConnect web portal to disseminate the solicitation, receive questions, and accept proposals for this Request for Proposal (RFP).

**ONLY PROPOSALS SUBMITTED THROUGH E-BUY OR FEDCONNECT WILL BE CONSIDERED FOR AWARD.**

(c) Submission of proposals.

(1) The offeror must be registered in the System for Award Management (SAM) at <https://www.sam.gov>.

(2) Offerors must submit proposals electronically through e-Buy or FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award. Proposals shall only be accepted through e-Buy.

(3) Proposals not received by the date and time specified shall be considered late and will not be evaluated. The Offeror shall be notified that their proposal was determined as being submitted late and was not further evaluated.

(4) Electronic files of a large size may take a considerable amount of time to upload. It is the offeror's responsibility to allow an adequate amount of time for your proposal submission.

(5) Electronic submission of a proposal via e-Buy or FedConnect shall be considered the offeror's official offer and will be considered binding. Proposals submitted through e-Buy or FedConnect constitute submission of electronically signed proposals. The name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the Contractor to the conduct of a project) must be typed in the signature block on the form to be accepted as an electronic signature. A scanned copy of the signed document is not required.

(d) Solicitation instructions and proposal information.

(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an offeror possesses any capability unless set forth in the proposal. This applies even if the offeror has existing contracts with the Federal government, including the Department of Energy.

(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an offeror ineligible for award or adversely affect the Government's evaluation of an offeror's proposal. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation.

(e) Proposal volumes and page limitations.

(1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:

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

(ii) Volume II, Technical and Management Proposal. See Proposal Preparation Instructions below as specified in Volume II instructions.

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

(2) All attachments, annexes and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.



(3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All pricing information shall be submitted and addressed only in Volume III, Price Proposal, unless otherwise specified.

(f) Proposal specifications.

(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Cross reference matrix. The offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the specific Volume instructions to Offerors (set forth below in Section L), and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the offeror's proposal.

(3) Page size. Page size shall be 8½ x 11 inches for text pages (when printed). When 8½ x 11 inch pages contain text on both front and back, this is considered two pages.

(4) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. The 12 point font is mandatory to ensure readability of the proposal and is intended for the proposal body text including tables and lists. It is not the Government's intent to require an offeror to redo their graphics to conform to this font size. However, readability is at the risk of the offeror and graphics with less than 12 point font may not be considered in evaluation of the proposal if they are not legible and clear to the evaluator.

(5) Page margins. Page margins for text pages shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the top margin. Volume number, file number, and page numbers are acceptable in the bottom margin. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

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

(7) File format. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software.

(g) Classified Information. The offeror shall not provide any classified information in response to this solicitation.

(h) Questions.

(1) Questions regarding this solicitation must be submitted via e-Buy or FedConnect no later than April 2, 2019 at 4:00 pm Eastern local Time. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on e-Buy and FedConnect as soon as practicable. The Government will not identify prospective offerors submitting questions. Offerors must check e-buy and FedConnect periodically to ascertain the status of answers to questions.

(2) This solicitation is considered complete and adequately describes the Government's requirements. If an offeror believes that there is an error in the solicitation, or an omission, the offeror shall submit a question through e-Buy or FedConnect.

(i) False Statements. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

(j) Examination of data. By submission of a proposal, the offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.

(k) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; and Part III, Section J – List of Documents, Exhibits and Other Attachments. Part IV, Section K – Representations, Certifications, and Other Statements of Offerors will be incorporated into the contract by reference.

## **L.10 PROPOSAL PREPARATION INSTRUCTIONS VOLUME 1 – OFFER AND OTHER DOCUMENTS**

(a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill-in information in a contract clause, the offeror shall submit only those pages that require input of information or a signature.

(b) Format and Content.

For consistency, the Offeror is instructed to use the file names specified below. File name extensions shall clearly indicate the software applications used for preparation of the documents (i.e. ".pdf" for Adobe Acrobat (version 11.0 or earlier) or ".doc or .docx" for Word (version 2016 or earlier).

Volume I, Offeror and Other Documents, shall include the following documents (in the order listed):

MANDATORY FILE	FILE NAME
File 1 Offer Cover Sheet	<company name> Vol 1 File 1 Offer Cover Sheet.---
File 2 SF33 Form -- Solicitation, Offer and Award	<company name> Vol 1 File 2 SF33.---
File 3 Fill in of Contract Clauses	<company name> Vol 1 File 3 Clauses.---
File 4 Administrative Discussion	<company name> Vol 1 File 4 Administrative.---

(1) File 1 – Offer Cover Sheet. The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation. The Offer Cover Sheet shall contain the following information: Solicitation Number; Solicitation Title; Company Name, Address, Point of Contact, Phone/Fax/E-mail; Type of Organization; DUNS Number; U.S. Congressional District; and County of Organization.

The Offeror shall include the Table of Contents (for each volume) and any required Cross Reference between volumes or files in the file submission for the cover sheet under File 1 for Volume I.

Volume level glossary of acronyms and abbreviations shall also be included in this File 1 for Volume I.

- (2) File 2 – Standard Form 33, Solicitation, Offer and Award. The SF33 Form has been uploaded with the solicitation, as a separate Word document (SF33.doc), which can be used for the Offeror to complete, save and submit as File 2. The following areas must be completed on the SF33:
- a. Offerors shall complete Blocks 12, 15A, 15B, 15C, 16, 18, and sign in block 17 (typed name of authorized organizational representative). The SF33 is to be fully executed, including the acknowledgment of amendments, if applicable.
  - b. The Offeror's Acceptance Period (See Block 12) entered shall not be less than 180 calendar days.
  - c. Signature Authority. The person signing the SF33 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. Proposals submitted through GSA e-Buy constitute submission of electronically signed proposals. The name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the Offeror to the conduct of a project) must be typed in the signature block on the form to be accepted as an electronic signature. A scanned copy of the signed document is not required.
  - d. The offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF-33.

- (3) File 3 – Fill in of Contract Clauses.

Certain solicitation clauses have been uploaded with the solicitation, as a separate Word document (Fill In 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.

- (1) Certain solicitation clauses – 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.
- (2) Position Qualifications – All areas marked as “[TBD]” are to be filled in by the Offeror. If the proposal is selected for award, the labor category and minimum position qualifications proposed by the Offeror will be incorporated into (and/or replace) the list in Part III, Section J, attachment entitled “Position Description/Minimum Qualifications.” It is expected that the position description and minimum qualifications will apply to all individuals assigned to the specified labor category regardless of their employer (i.e. if subcontracted for a specific labor category, the subcontract must provide personnel who meet or exceed the minimum qualifications stated). Any exceptions or deviations shall be identified in the Volume 1, Administrative Discussion (see File 4 below).

For each position identified (by the Government), propose the minimum position qualifications and provide a brief job position description. Proposed job position descriptions and minimum qualifications shall meet or exceed the minimum requirements of the RFP identified in Part III, Section J, attachment entitled “Position Description/Minimum Qualifications.” The proposed job position descriptions shall depict the type of work to be performed by each labor category. The job position descriptions shall not limit the Contractor in performance of the contract, but merely provide a broad description of the expected duties intended to be performed. If additional labor categories (not already identified on the list) are expected to be utilized during performance of this

contract, identify those position(s) on separate lines in alphabetical order, immediately following the categories provided by the Government and provide the position information as required above.

(4) File 4 - Administrative Discussion. Offerors shall provide the following information:

- a. Exceptions and Deviations - The Offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the resulting contract (as identified in L.6, Content of Resulting Contract), Offeror Representations and Certifications, and the requirements included in Volume I -- Offer and Other Documents, Volume II - Technical Proposal, and Volume III -- Price Proposal. Any exceptions taken must contain sufficient justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Any exceptions or deviations may make the proposal unacceptable for award without discussions and may be eliminated from further consideration. Any exceptions or deviations to Section I of the RFP, or any FAR or DEAR clauses elsewhere in the RFP, will make the proposal non-responsive to this RFP. If the Offeror does not submit their Representations and Certifications electronically as indicated in Section K then the Offeror must submit them as an exception and include them in this file. This file shall also contain any justification for noncompetitive proposed subcontracts and any request for waiver of patent clauses.

NOTE: An Offeror's failure to submit a complete and sufficient offer, or an Offeror's taken of exceptions or deviations, or an Offeror indicating conditional assumptions, to the terms of this solicitation, may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions, deviations, and/or conditional assumptions, DOE may make an award to another Offeror that did not take exceptions, deviations, and/or conditional assumptions of this solicitation

- b. Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
- c. Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
- d. Subcontractors and other entities. (1) Name, address, and DUNS number for all proposed, named subcontractors or other entities that will perform any portion of the contract work.
- e. Representations and certifications. If the offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the offeror shall submit those changes in accordance with FAR 52.204-8. The offeror shall also complete any additional representations, certifications or other statements required in this solicitation's Section K, Representations, certifications, and other statements of the offeror.
- f. Equal Employment Opportunity. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to: the company name,

address, phone number and the point of contact for equal employment opportunity matters. This information shall be provided for the Offeror, as well as, each joint venture member (if a joint venture is proposed), each individual member of a newly form entity (including Limited Liability Corporations (LLC)) formed for the purpose of performing this contract, or members of similar entities.

**L.11 PREPARATION INSTRUCTIONS: VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL**

(a) The Technical and Management Proposal (Volume II), consists of the offeror’s narrative addressing the technical and management aspects of the acquisition, their capabilities and what they will do to satisfy the requirements of the Performance Work Statement. Since the Technical Proposal will be evaluated to determine such matters as understanding of the work to be performed, technical approach, and potential for completing the desired work, it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the Offeror will do to satisfy the Department of Energy's requirements as set forth in Part III, Section J, Attachment A-1, Performance Work Statement.

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

(c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001, Proposal Preparation Instructions – General and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, offerors shall provide their specific approach and capabilities to perform the required work. Moreover, offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal. Similarly, phrases such as “standard procedures will be employed” or “well-known techniques will be used” are also inadequate. The Performance Work Statement (PWS) reflects the performance objectives of the effort under consideration; therefore, repeating the work statement without sufficient elaboration will not be acceptable and may result in receiving a lower rating.

(d) The Technical and Management Proposal shall be evaluated strictly on the merit of the material submitted. No contractual cost information is to be included in the Technical Proposal. Where estimated direct productive labor hours (DPLH) will provide clarity, they shall be quoted in DPLH figures only, with no indication as to the cost of these DPLH.

(e) For consistency, the Offeror is instructed to use the file names specified below when submitting documents. All files must be in portable document format (i.e. ".pdf" for Adobe Acrobat (version 11.0 or earlier), ".doc or .docx" for Word (version 2016 or earlier), or ".xls or .xlsx" for Excel files (version 2016 or earlier)).

FILES

FILENAME

File 1: Technical Approach	<company name> Volume II File 1 TechnicalApproach-
--	
File 2: Key Personnel Resumes	<company name> Volume II File 2 Resumes ---
File 3: Commitment Letters	<company name> Volume II File 3 Letters---
File 4: Relevant Past Performance	<company name> Volume II File 4 Performance---

The Technical Proposal (inclusive of all files not listed as exceptions) shall be subject to the following page limitations:

- File 1, Technical Approach shall be limited to a total of forty (40) pages.
- File 2, Key Personnel Resumes shall be limited to two (2) pages per resume
- File 3, Commitment Letters shall be limited to one (1) page per commitment letter
- File 4, Relevant Past Performance – The Performance Reference Information Form (Exhibit G) is limited to the form and one additional sheet, the Past Performance Questionnaire (Exhibit F) is limited to the form. Relevant past performance discussion is limited to two (2) pages per contract/project, per entity.

Proposal pages that exceed the identified page limitation listed in this solicitation shall not be evaluated and will be removed from the end of the respective file. In addition, information contained in any of the files (regardless of the page limitation for each file/criterion) may be taken into consideration in the evaluation of any of the criterion of the Technical Proposal. DOE believes a thorough and concise technical proposal can be prepared within the requested page limit.

**FILE 1: TECHNICAL APPROACH (<company name> Volume II File 1 TechnicalApproach---)**

The Offeror’s technical approach shall be submitted as File 1 of their Technical and Management Proposal, which has a maximum page limit of forty (40) excluding cover page, tables of contents, glossaries, list of acronyms or cross reference matrix(es). To help facilitate the review process and to ensure that all review criteria are addressed, the Offeror shall use the following format when preparing the technical discussion file. The filename shall be in this format <company name> Volume II File 1 TechnicalApproach---. This format relates to the technical evaluation criteria found in Part IV – Section M.

**COVER PAGE**

The technical approach file shall include a cover page indicating the solicitation number, name and address of the Offeror, point of contact, telephone/fax number/e-mail address, title of project, and date of proposal as per FAR 52.215-1. The title of the proposed effort should be concise and descriptive of the work to be performed. All subsequent pages shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

**TABLE OF CONTENTS**

The technical approach file shall include a table of contents to facilitate locating the elements of the proposal. All exhibits should be identified.

**TECHNICAL APPROACH**

The technical discussion shall include information the following format/outline that aligns with the PWS.

**Management Approach**

- 1.0 Introduction
- 2.0 Summary of Management Approach (including prime participants and teaming arrangements)
- 3.0 Description of Services
  - 3.1 General Duties and Responsibilities
  - 3.2 Security Systems Monitoring and Response
  - 3.3 Access and Egress
  - 3.4 Badging Services
  - 3.5 Key Control
  - 3.6 Emergency Response
- 4.0 Required Hours and Posts

- 5.0 Training
- 6.0 Standards of Conduct
- 7.0 Government Furnished Equipment
- 8.0 Contractor-Furnished Equipment
- 9.0 Deliverables (not including the transition plan)
- 10.0 Transition Plan

Organizational Approach

- 1.0 Introduction
- 2.0 Organizational Structure
- 3.0 Staffing Plan
- 4.0 Organizational Approach

Key Personnel

- 1.0 Introduction
- 2.0 Program Manager
- 3.0 Site Commanders
- 4.0 Other Key Personnel (if any)

**MANAGEMENT APPROACH DISCUSSION (Criterion 1)**

The Offeror shall describe its overall approach to managing the contract and executing the performance work statement requirements in a way that will provide NETL with quality, timely, and cost-effective security support services. The management approach shall be of significant detail to address implementing and administering the requirements of the Performance Work Statement. The management approach shall address the Offeror's proposed overall management approach, teaming arrangements, and transition approach.

Management Approach: The Offeror shall describe its approach to overall management of the contract including meeting the goals and objectives described in the performance work statement in this solicitation. The Offeror shall include its approach to assigning, tracking, reviewing, and approving work; monitoring performance; correcting performance deficiencies; and motivating personnel resources.

Major or Critical Subcontractors: Subcontracts, partners, or teaming organizations that are expected to perform more than 10% of the proposed effort are herein referred to as Major or Critical Subcontractors. Teaming arrangements include joint ventures and/or interdivisional transfers.

Teaming Arrangements: If the proposal involves teaming, the Offeror shall provide a description of and rationale for the proposed teaming arrangements, and the relationship among the members. This description shall include clear and concise delineation of each organization's authorities, roles, responsibilities, and involvement in managing the contract. The Offeror shall describe the priority of this effort within its organization and those of the teaming organizations. The Offeror shall describe control procedures in place for proper management of systems and procedures to address the following: cost, manpower, schedule planning and control, resource allocation, work monitoring, reporting, and quality control.

Transition Plan: The Offeror shall provide a plan that explains its transition approach and schedule. The plan shall include a detailed description of how the Offeror plans to handle transition including the approach to staffing a phase-in and, where applicable, transfer of duties from the incumbent Contractor. The plan shall clearly address the description of services identified in the performance work statement. The Offeror shall describe in detail the manner in which it intends to assume responsibility for the work described in the performance work statement from the incumbent Contractor to ensure that work in progress is assumed and transitioned in a timely and accurate manner. The Offeror shall describe its human resource approach and the manner in which it proposes to fill the staffing positions of the work

responsibilities indicated in the performance work statement. The plan shall address how these activities will be conducted without interruption to the daily activities at the NETL. The Offeror shall include a detailed discussion, milestone schedule, staffing schedule, and risk plan to fully implement its approach to transition activities. For discussion purposes, the Offeror should assume a nominal 30-day transition period consisting of approximately 30 days prior to the effective date of the contract.

## **ORGANIZATIONAL APPROACH DISCUSSION (Criterion 2)**

The Offeror shall describe its overall approach to structuring its proposed organization to execute the performance work statement requirements and effectively support security services across multiple sites. The Offeror's discussion shall include the following and be in the following format/outline:

Organizational Structure: The Offeror shall provide an organization chart showing key personnel, their position titles and short title descriptions, their company affiliation, their lines of authorities, and their level of commitment (*e.g., 12 months, etc.*) to the contract. The Offeror shall provide a description of the roles and responsibilities of all key personnel, and provide functional statements detailing each organizational element's roles and responsibilities. Key personnel are those considered to be integral to the successful completion of the work under the contract (*i.e., program manager, site commanders*). The Offeror's key personnel shall include those individuals having responsibility for the business and management of the overall contract operations and any of the functional areas identified in the performance work statement. The Offeror shall specify the planned location (*i.e., Morgantown, Pittsburgh, Albany, or off site*) of the key personnel proposed and the supporting rationale for that location.

Staffing Plan: The Offeror shall provide a staffing plan complete with positions identified for all staff including both key personnel and staff positions. The plan shall contain all position titles, proposed labor hours (DPLH), and assignment locations (*i.e., Pittsburgh, Morgantown, Albany, or off site*), and clearly identify positions based on the requirements identified in the performance work statement.

The plan shall include a discussion on allocation of skills (labor skill mix) and how the proposed positions meet or exceed the qualification descriptions provided. The plan shall describe how the Offeror intends to fill vacancies, retain personnel, and supplement personnel to respond to emergencies and special events, cross-train, cover areas during absences or vacancies, and ensure that all areas of work are accomplished without lapses in support.

Organizational Approach: The Offeror shall describe its approach for organizational control (*i.e., how this contract fits into the overall organization of the parent company*). This approach shall include a description of the structure and hierarchy; flow-down of authorities and delegation of authorities; role, authority, and responsibilities of the key personnel—program manager and site commanders; organizational commitment; and how the Offeror will utilize corporate resources and home office involvement in successful performance of this contract. The discussion on the program manager and site commanders shall include the expected involvement in regard to work planning, work authorization and commitment, problem resolution, allocation of resources, and decision making. The Offeror shall also describe how the organization approach promotes effective communication and responsiveness between the Offeror's management and its employees; between the Offeror's management and the FSO, COR, & CO; and between the Offeror's management and its employees and other federal and contractor employees and management structures at the NETL.

## **KEY PERSONNEL DISCUSSION (Criterion 3)**

The Offeror shall identify their key personnel (program manager and site commanders) that are considered necessary to performance on this contract. The Offeror shall discuss the qualifications and experiences of key personnel to accomplish the performance work statement (PWS); this shall include the personnel's relevant education, experience and professional development that encompass pertinent skills, years of experience and training. Resumes of these individuals and letters of commitment shall be included in File 2 and 3 respectively. Resumes shall clearly demonstrate the qualifications relative to the proposed job function and not simply list prior work positions and locations of the individual. Key



personnel should demonstrate a clear commitment to the contract. Description of the Key Personnel will be in the following format/outline:

Key Personnel: Key personnel are those personnel that will be incorporated into Part I, Section H, “Key Personnel.” The Offeror shall provide detailed information on the proposed key personnel, including organizational job titles. The key personnel are the program manager and site commanders for each location but may include other senior managers and personnel critical to the overall success of the contract. Because key personnel are important to decisions concerning the contract selection, and operation, the Offeror shall discuss its willingness to commit key personnel to this contract for a minimum of twelve (12) months after contract award. The Offeror shall provide Resumes (File 2) and Letters of Commitment (File 3) for those persons designated to fill key positions. In the event any of the key personnel will not be committed full-time to this contract, the reasons should be stated. The Offeror should describe its ability and process to expeditiously replace key personnel, as necessary, with individuals of comparable quality and experience.

At a minimum, the following Key Personnel shall be proposed, and candidates shall meet the minimum qualifications identified. If the Offeror proposes a single individual to fill more than one Key Personnel position or multiple individuals to fill one Key Personnel position, then the Offeror must clearly explain the benefits and rationale for this approach.

- Program Manager: The program manager is the most senior manager. This individual is to be responsible for the total planning, implementation, management, performance, and supervision of all DOE-authorized work. The minimum qualification for this position is categorized as program manager in Part III, Section J, Attachment D - Position Descriptions/Minimum Qualifications.
- Site Commander: 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). The minimum qualifications for these positions are categorized as site commander in Part III, Section J, Attachment D – Position Descriptions/Minimum Qualifications.

**FILE 2: KEY PERSONNEL RESUMES (<company name> Volume II File 2 Resumes --- (In Support of Criterion 3)**

Resumes of key personnel shall be submitted as File 2 of the Technical and Management Proposal. The filename shall be in this format <company name> Volume II File 2 Resumes ---Resumes shall be provided for all key personnel, limited to 2 pages each.

**COVER PAGE**

The Resumes file shall include a cover page indicating the solicitation number, name and address of the Offeror, point of contact, telephone/fax number/e-mail address, title of project, and date of proposal as per FAR 52.215-1. The title of the proposed effort should be concise and descriptive of the work to be performed. All subsequent pages shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

**TABLE OF CONTENTS**

The Resumes file shall include a table of contents to facilitate locating the elements of the proposal.

**RESUMES**

The Offeror shall provide resumes for all Key Personnel committed to the contract; do not provide resumes of non-key personnel. Each resume shall describe the education, technical expertise, and relevant experience of Key Personnel on work similar to the work identified in the PWS and should be commensurate with the proposed position. These are to be demonstrative type resumes and not simply list previous positions and work locations of the individual. Resumes shall describe how work experience

relates to contract scope and the individual's capability to function effectively in the proposed position. The resume should not just identify where the person has worked, it should also describe the type of work performed and indicate the advancements, education, personal accomplishments, pertinent publications, and qualifications relevant to the position for which the applicant is proposed. The resume should answer the question, "How does my experience qualify me for the proposed position under this contract?"

A sample resume format is provided below:

**NAME:** Individual's full name

**PROPOSED POSITION:** Title and description

**ORGANIZATION AFFILIATION:** Specify whether Offeror's Organization, Subcontract, or Team/Partner

**EXPERIENCE:** Provide a summary of the overall relevant experience and capabilities applicable to the work identified in the PWS. List specific examples of work performed, accomplishments, achievements, responsibilities and authority gained.

**EDUCATION:** Identify institution, degree or certificate earned, and dates. Only degrees from accredited institutions shall be cited. Degrees from institutions that are not accredited will not be considered.

**PROFESSIONAL AND/OR TECHNICAL TRAINING:** For each relevant training course cited, list the title of the training, the training institution, the date of the training, and any special certifications or licensing received for the training.

**PROFESSIONAL REGISTRATION/CERTIFICATION:** Identify professional membership, special training, professional registrations, awards, etc. For each relevant professional registration/certification, list Title, State/Society, Year, and a brief statement detailing activities/accomplishments.

**LIST OF PERTINENT HONORS, AWARDS, AND OTHER ACHIEVEMENTS:** Provide a brief statement detailing relevant accomplishments, awards, honors, etc.

### **FILE 3: COMMITMENT LETTERS <company name> Volume II File 3 Letters---** (In Support of Criterion 3)

Letters of commitment shall be submitted as File 3 of the Technical and Management Proposal. The filename shall be in this format <company name> Volume II File 3 Letters---. Letters of commitment shall be limited to one (1) page each.

#### **COVER PAGE**

The Letter file shall include a cover page indicating the solicitation number, name and address of the Offeror, point of contact, telephone/FAX number/E-Mail address, title of project, and date of proposal as per FAR 52.215-1. All subsequent pages shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

#### **TABLE OF CONTENTS**

The Letter file shall include a Table of Contents to facilitate locating the elements of the proposal.

#### **COMMITMENT LETTERS**

Key Personnel - Letters of commitment for Key Personnel shall demonstrate their availability, priority of this assignment within their organization, and commitment to the contract for a minimum of twelve (12) months. The letters of commitment shall also specify the percentage of time each of the key personnel will dedicate to the contract. For those individuals who are not already employees of the proposing organization, the letter of commitment shall demonstrate their availability and willingness to accept the position proposed and remain committed to the contract for a minimum of twelve (12) months. All letters of commitment shall be signed and submitted in .pdf format. Failure to submit the required Letter of commitment for any Key Personnel may result in the Offeror receiving a lower rating for this criterion.

**FILE 4: RELEVANT PAST PERFORMANCE** (<company name> Volume II File 4 Performance---)  
**(Criterion 4)**

The Offeror's Relevant Past Performance shall be submitted as File 4 of the Technical and Management Proposal. The filename shall be in this format <company name> Volume II File 4 Performance---. The following page limitations apply for Relevant Past Performance:

- Past Performance Questionnaires (Exhibit F) is limited to the form.
- Performance Reference Information Form (Exhibit G) is limited to the form and one additional sheet.
- Relevant past performance discussion is limited to 2 pages per contract/project, per entity.

The Past Performance Questionnaires that are completed by the reference point(s)-of-contact are not subject to the Section L provision entitled "52.215-1 Instruction to Offerors – Competitive Acquisition" related to late proposals. However, all other performance information (e.g. performance reference information form, relevant past performance discussion, that are completed by the Offeror, etc.) not received by the deadline will be considered late and may result in the Offeror receiving a lower score for this criterion.

To help facilitate the review process and to ensure addressing all the review criteria, the Offeror shall use the following format when preparing File 4.

COVER PAGE

This file shall include a cover page indicating the solicitation number, name of the Offeror, and file name. All subsequent pages shall be appropriately numbered and identify the solicitation number and the name of the Offeror.

TABLE OF CONTENTS

This file shall include a Table of Contents to facilitate locating the elements of the proposal.

RELEVANT PAST PERFORMANCE

The Offeror shall provide no more than three contracts for similar services that have been active (excluding closeout activities) during the past five years, prior to closing date of this solicitation, to be evaluated as relevant past performance. If the Offeror is a new business entity, subsidiary, teaming arrangement (Limited Liability Corporation (LLC) or Joint Venture (JV)), then the Offeror shall provide no more than three (3) contracts for each of the member organizations making up the Offeror's business unit (e.g., two team members join together to form a JV then each member of the JV shall provide no more than three contracts, for a total of six in this example, and submit those for consideration).

The Offeror shall describe their past performance in performing relevant work (similar in size, scope, and complexity) to that described in the PWS. Relevant past performance shall be similar in size (dollar value), scope (type and nature of work), and complexity (duration, and/or risk) to the work described in the PWS (all three must be similar in order to be considered relevant). The Offeror shall include a rationale of how they determined each referenced contract to be similar in size, scope, and complexity. To be considered recent past performance the contract shall either be currently active or completed within the past five years, from the closing date of this solicitation. The Offeror bears the burden of demonstrating the relevancy of their past performance information.

The Offeror shall provide Exhibits E, F, and G for each contract or project cited, to the appropriate point of contact for that contract or project. The reference point of contact for each contract or project should complete and submit the Past Performance Questionnaire (Exhibit F) (completed by the reference point-

of-contact) directly to the Contract Specialist identified in the Past Performance Information Questionnaire cover letter, prior to the closing date of the RFP. Past Performance Questionnaires (completed by the reference point-of-contact) not submitted in this manner shall not be considered. The contract or project information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of the Past Performance Reference Information Forms and the returned questionnaires.

<b>Exhibit</b>	<b>Item</b>	<b>Purpose</b>	<b>Completed By:</b>
E	Past Performance Information Questionnaire Cover Letter	<p>Informs the identified reference that past performance information is being collected and identifies who past performance information is being collected on and the address and completion date for submission.</p>	<p>The Offeror completes the information in the exhibit and provides it to the identified reference along with the appropriate relevant past performance forms (Exhibits F &amp; G).</p> <p>NOTE: The identified reference does not need to include this exhibit back to the Government when submitting the relevant past performance forms.</p>
F	Past Performance Questionnaire	Collects past performance information on the contract or project cited.	The identified references specific to the contract or project cited for the references complete and return directly to the Government as instructed in the cover letter.
G	Performance Reference Information Form	Identifies information on the contract or Project for which relevant past performance information is being collected.	<p>The Offeror and major or critical subcontractors</p> <p>Submitted directly from the Offeror as part of File __ and provided to the POC for each referenced contract.</p>

In addition, the Offeror shall submit the following relevant past performance information to supplement the information collected in Exhibit G, Past Performance Reference Information Form:

- clearly indicate if the work was performed as the Prime or as a subcontractor
- list of major subcontractors and their specific role and responsibility in the project;
- period of performance: start date and end date;
- places of performance (city, state, country) if different than the location identified in block 2 of the reference information form;
- types of deliverables; and
- information on problems encountered on the identified contracts and subcontracts and the corrective actions taken to resolve those problems.

Offerors should not provide general performance information on the identified contracts as this information will be obtained from the references. The Government may contact some or all of the references provided

as well as other sources to obtain past performance information to be evaluated. References other than those identified by the Offeror may be contacted by the Government and used in the evaluation of past performance. The Government may obtain information from federal databases regarding past performance and use that information in its evaluation.

#### **L.12 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, PRICE PROPOSAL**

General. Volume III, Price Proposal, shall consist of the Offeror's proposed fixed price for each line item identified in Part 1, Section B, Clause B.1, Services Being Acquired (Base Contract with Options) as set forth in the Performance Work Statement (PWS).

For consistency, the Offeror is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e. ".pdf" for Adobe Acrobat (version 11.0 or earlier), ".doc or .docx" for Word (version 2016 or earlier), or ".xls or .xlsx" for Excel files (version 2016 or earlier).

Price information shall be provided by completing Part I, Section B, "Services Being Acquired (Base Contract With Options)". The Clause B.1 has been uploaded with the solicitation, as a separate Word document (SectionB.docx), which can be used by the Offeror to complete, save, and submit as their File 1.

Each Offeror shall completely fill in the spaces provided in Part I, Section B, Clause B.1 indicating their Firm-Fixed Price and Fixed Rates as required. Offerors shall complete each period of performance section including the base period and all option periods. Pricing information shall consist of the Offeror's prices to perform all of the requirements of this solicitation.

Section B, Clause B.1 provides unit prices (monthly) and extensions for performing all required work for Line Items 1 through 3. Line Item 4 represent variable areas of the Performance Work Statement requiring performance that will be priced on a per hour fixed rate. The loaded hourly fixed rate must be the total rate charged for these services including, but not limited to: labor rate, fringe benefits, overhead, general/administration, and profit applicable to the services performed. The number of hours provided for Line Item 4 is estimated; the Government may elect to increase the number of hours during the performance of the resultant contract at its discretion.

#### **L.13 DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)**

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

#### **L.14 DOE-L-2015 OFFER ACCEPTANCE PERIOD (OCT 2015)**

The offeror's bid/proposal shall be valid for 180 calendar days after the required due date for bids/proposals.

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

It is anticipated that there will be (1) award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

#### **L.16 DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

**L.17 DOE-L-2022 ALTERNATE BID-PROPOSAL INFORMATION – NONE (OCT 2015)**

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

**L.18 DOE-L-2026 SERVICE OF PROTEST (OCT 2015)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from :

[FILLIN#1# Insert address, telephone, fax, and email for Contracting Officer]

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(c) Another copy of a protest filed with the GAO must be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy Assistant General Counsel for Procurement and Financial Assistance  
(GC-61) 1000 Independence Avenue, S.W. Washington, DC 20585

Fax: (202) 586-4546

**L.19 PREBID/PREPROPOSAL CONFERENCE – NONE**

No pre-bid/pre-proposal conference for this solicitation is planned.

**L.20 SITE VISIT NOT PLANNED**

Site visits are not required in order to respond to this solicitation.

**L.21 CONTRACTS REGARDING FUTURE EMPLOYMENT**

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

**L.22 AVAILABILITY OF REFERENCED DOCUMENTS**

An electronic reading room is available at the following Web address:

<https://netl.doe.gov/business/site-support>

**L.23 LIST OF EXHIBITS**

EXHIBIT	DESCRIPTION
E	Past Performance Questionnaire Cover Letter
F	Past Performance Information Questionnaire
G	Past Performance Reference Information Form

## Section M - Evaluation Factors for Award

### **M.1 PROPOSAL EVALUATION - GENERAL**

The Offeror(s) selected for award will be the responsible Offeror(s) whose proposal is determined to be the best overall value to the Government based on the evaluation criteria set forth in this section. Only proposals offering the full range of services in the Performance Work Statement, all items identified in Part I, Section B for the base period and option periods, are eligible for award

### **M.2 COMPLIANCE WITH THE REQUEST FOR PROPOSAL**

Volume I Offer and Other Documents will not be point scored or adjectively rated. The proposal preparation instructions contained in Section L are designed to provide guidance to Offerors concerning the type and depth of information the Government considers necessary to conduct an informed evaluation of each proposal.

The Offeror's compliance with the proposal instructions as outlined in Volume I, Offer and Other Documents (such as format and content) will be reviewed and serve as the basis for a determination of responsiveness to the requirements contained in this solicitation. If applicable, an Offeror's Performance Guarantee Agreement will be reviewed in support of a Contractor responsibility determination.

If the proposal fails to comply with material RFP requirements or to meaningfully address major portions of the RFP as to be grossly and obviously deficient it may be eliminated from further consideration before a detailed evaluation is performed. Deviations/exceptions taken to this solicitation will not necessarily cause a proposal to be considered unacceptable. However, a large number of deviations/exceptions or one or more significant deviations may result in the rejection of the proposal as unacceptable. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation.

### **M.3 BASIS FOR CONTRACT AWARD**

The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government; however, as stated in Part IV, Section L, Number of Awards, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each Offeror's proposal in accordance with the Evaluation Criteria set forth in this Section M. In determining the best value to the Government, the Technical Proposal Criteria are more important than the Total Evaluated Price (e.g. the total evaluated price is the sum of the base and option period pricing).

The Government is more concerned with obtaining a superior Technical Proposal than making an award at the lowest Total Evaluated Price. In determining potential trade-offs to arrive at the best value selection, the Government will assess the strengths, weaknesses, and deficiencies between or among competing technical proposals from the standpoint of 1) what the difference might mean in terms of anticipated performance; and 2) what the estimated price would be for the Government to take advantage of that difference. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one technical proposal over another. Thus, to the extent that Offerors' Technical Proposals are evaluated as technically equivalent (equal or so close to be considered equal in merit), the Total Evaluated Price is more likely to be a determining factor.



#### **M.4 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA**

Volume II Technical and Management Proposal is of greater importance than the Volume III Price Proposal.

Volume II, Technical and Management Proposal will be adjectively rated. The relative importance of the Technical Proposal Criteria is as follows:

Criterion 1 and Criterion 2 are of equal importance and are the most important. Criterion 3 is more important than Criterion 4, but less important than Criterion 1 and 2. Criterion 4 is less important than Criterion 1, 2, and 3. The individual elements that comprise Criteria 1, 2, 3, and 4 are not listed in order of importance and will not be individually weighted, but rather will be considered as a whole in developing an overall rating for each criterion.

#### **M.5 EVALUATION CRITERIA – TECHNICAL PROPOSAL**

The Technical and Management Proposal will be evaluated in accordance with the following criteria. In addition, information contained in any of the files may be taken into consideration in the evaluation of any criterion of the Technical Proposal.

##### **TECHNICAL CRITERION 1: MANAGEMENT APPROACH**

The Government will evaluate the management approach based on the Offeror's ability to demonstrate a comprehensive understanding of the requirement, reasonableness of approach, and probability of successful completion of the requirements in the performance work statement. The evaluation will include the Offeror's reasonableness and merit of its management approach to assigning, tracking, reviewing, and approving work; monitoring performance; correcting performance deficiencies; motivating human resources; and tracking performance measures.

If the Offeror is proposing a teaming arrangement, the Offeror shall be evaluated on clear and concise delineation of each organization's authorities, roles, responsibilities, and involvement in managing the contract. The Offeror shall also be evaluated on the merit of its management control procedures to include, but not be limited to, cost, manpower, schedule planning and control, resource allocation, work monitoring, reporting, and quality control.

The evaluation will also include the Offeror's ability to demonstrate a realistic, sound, and feasible transition plan including its approach to staffing phase-in, assuming responsibility for ongoing work efforts from the incumbent Contractor, fill staffing positions, and avoiding disruption of services within the time allotted in the contract.

##### **TECHNICAL CRITERION 2: ORGANIZATIONAL APPROACH**

The Government will evaluate the organization approach based on the Offeror's demonstrated approach to structuring its proposed organization to execute the performance work statement requirements and effectively support security services across multiple sites. The evaluation will include the extent to which the organizational approach provides an efficient and realistic means to furnish site security services across multiple sites. The Offeror's proposed organizational approach will be evaluated based on the clarity and logic of the lines of communication and authority, roles and responsibilities and the degree to which management oversight is provided for all key areas to ensure the effective and coherent management of the work across functions and locations.

The Offeror shall be evaluated on its demonstrated understanding of the requirement as derived from its staffing plan, including appropriateness and fit of the labor categories and assignment locations, and reasonableness of the labor skill mix to successfully execute the performance work statement. The evaluation will also include an assessment of the Offeror's ability to expeditiously fill vacancies, retain

personnel, and supplement personnel to respond to special work assignments, and provide support for the tasks as identified in the performance work statement, without lapses in support during absences or vacancies with quality personnel.

The evaluation will include an assessment of the organizations control and its structure and hierarchy, flow-down and delegation of authorities; role authority, and responsibility of key personnel. The organizational approach will also be evaluated on the program manager and site commander's involvement regarding work planning, work authorization and commitment, problem resolution, allocation of resources and decision making. The evaluation will also include an assessment of how the organizational approach promotes effective communication and responsiveness between the Offeror's management and its employees; between the Offeror's management and the FSO, COR, and CO; and between the Offeror's management and its employees and other federal and contractor employees and management structures at the NETL.

### TECHNICAL CRITERION 3: KEY PERSONNEL

The Government will evaluate the Offeror's proposed Key Personnel on the extent, depth, and quality of the proposed individual's qualifications, capabilities and experience to determine if they meet the minimum qualifications as addressed in H.19 and Section L.11 The key personnel shall be evaluated in the areas of relevant education, experience, and professional development that encompass pertinent skills, years of experience and training that are needed to accomplish the range of work elements delineated in the PWS.

The Offeror will be evaluated as to the extent to which the Offeror's key personnel demonstrate relevant hands-on work experience (i.e., technical, administrative, management, etc.) and successful performance through continued advancement to positions of comparable responsibility for projects of similar complexity. Relevant professional certifications and documentation of honors, awards, or special forms of professional recognition bestowed from fellows, peers, or professional, educational, government or scientific organizations will be considered in the evaluation. Key personnel may include those performing critical management functions but must include clear evidence that the Offeror has the breadth, depth and quality of technical knowledge sufficient to satisfy the requirements described in the PWS. The Offeror shall also be evaluated based on commitment (e.g., length of proposed commitments, etc.) and availability proposed.

### TECHNICAL CRITERION 4: RELEVANT PAST PERFORMANCE

The Government will evaluate the Offeror's past performance to determine the degree to which it demonstrates the likelihood it can successfully perform the requirements of the PWS. To be considered recent past performance, the contract shall either be currently active or completed within the past five years of the closing date of this solicitation. In the case of a joint venture, LLC, or other team arrangement formed for the purpose of competing for this contract, the Government will evaluate relevant past performance of the entities that comprise the newly formed entity. Relevant past performance includes current or past contracts similar in size (dollar value), scope (type and nature of work), and complexity (duration, and/or risk) to the work described in the PWS. The Government will use information either furnished by the Offeror and reference(s) and/or information obtained from other independent data sources in evaluating relevant past performance.

**For Offerors without a record of relevant past performance or for whom relevant past performance information is not available, the Offeror will not be evaluated favorably or unfavorably.**

## **M.6 EVALUATION CRITERIA – PRICE**

Volume III, Price Proposal will neither be point-scored, nor adjectively rated, but will be evaluated to determine reasonableness. For evaluation purposes, the total evaluated price is the sum of the base and option year pricing. The Government will evaluate each Offeror's proposed price, in accordance with FAR 8.405-2(d), in order to determine if the proposed price is fair and reasonable.

**M.7 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).